

1. Conference Meeting Agenda

Documents:

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2. Public Meeting Agenda

Documents:

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3. Resolution(S)

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Documents:

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Documents:

[126-19 AUTHORIZATION OF APPRAISAL OF 200 PLEASANT VALLEY WAY
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Documents:

[127-19 EXECUTIVE SESSION 5.14.19.PDF](#)

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Documents:

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GARFIELD AVE..PDF](#)

3.VI. 130-19

Documents:

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3.VII. 131-19

Documents:

[131-19 ACCEPTING A GRANT FROM THE HAZARDOUS DISCHARGE SITE
REMEDATION FUND PUBLIC ENTITY PROGRAM THROUGH THE NJ EDA
AND THE NJ DEP.PDF](#)
[131-19- HDSRF GRANT AWARD PACKET FOR REVIEW BY COUNCIL.PDF](#)

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Documents:

[132-19 AUTHORIZING EXECUTION OF APPROVAL LETTER AND
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3.IX. 133-19

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[133-19 AUTHORIZING RELEASE OF PERFORMANCE BOND - EDISON
BATTERY BLDG..PDF](#)

3.X. 134-19

Documents:

[134-19 AUTHORIZING PLANNING BOARD AREA IN NEED OF
REDEVELOPMENT INVESTIGATION FOR BLOCK 116 AND 116.01.PDF](#)
[134-19 EXHIBIT B - REHABILITATION REPORT.PDF](#)

3.XI. 135-19

Documents:

[135-19 RESOLUTION - ONLINE AUCTION SERVICE GOVDEALS.PDF](#)

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Documents:

[136-19 DUPLICATE TAX SALE CERTIFICATE 5.9.19.PDF](#)

3.XIII. 137-19

Documents:

[137-19 AUTHORIZING MEMORANDUM OF AGREEMENT WITH FIRE
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3.XIV. 138-19

Documents:

[2565-19 AMENDING THE ZONING MAP FOR TOWO - MOVE THE ZONE
BOUNDARY LINE FOR BLOCK 117 IN THE WASHINGTON STREET
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4. Ordinance(S) On Second And Final Reading

4.I. 2565-19

Documents:

[2565-19 AMENDING THE ZONING MAP FOR TOWO - MOVE THE ZONE
BOUNDARY LINE FOR BLOCK 117 IN THE WASHINGTON STREET
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4.II. 2568-19

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

4.III. 2569-19

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4.IV. 2570-19

Documents:

[2570-19 AUTHORIZING LICENSE AGREEMENT WITH PLEASANT VALLEY
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[2570-19 FINAL - LICENSE AGREEMENT WITH PLEASANT VALLEY
PRODUCTIONS INC. FOR USE AND OPERATION OF OSKAR SCHINDLER
PERFORMING ARTS CENTER.PDF](#)
[2570-19 OSPAC RULES AND REGULATIONS.PDF](#)

4.V. 2570-19 License Agreement (Redlined)

Documents:

[2570 LICENSE AGREEMENT - REDLINE - PLEASANT VALLEY
PRODUCTIONS INC FOR USE AND OPERATION OF OSKAR SCHINDLER
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5. Ordinances On First Reading

5.I. 2571-19

Documents:

[2571-19 ORDINANCE REGARDING MASSAGE ESTABLISHMENTS \(NO
MARKUP\).PDF](#)

5.II. 2572-19

Documents:

[2572-19 AUTHORIZING SALE OF PROPERTY AT BLOCK 175.08 LOT 7.PDF](#)
[2572-19 AGREEMENT OF SALE-PROPERTY AT BLOCK 175.08 LOT 7 -
MELLON AVENUE.PDF](#)

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, May 14, 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

Proclamation: Supporting the “Click It or Ticket” Mobilization – May 20 – June 2, 2019

Proclamation: METAvivors of NJ – Recognizing May as National Cancer Research Month & National Women’s Health Week May 12 – 19, 2019

Proclamation: Food Allergy Awareness Week – May 12 – 18, 2019 – Nicole Ruffo

Update – Redevelopment

Council Liaison Announcements

7:00 P.M.

Public Meeting

PUBLIC MEETING AGENDA
Township of West Orange
66 Main Street – Council Chambers
May 14, 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 Minutes April 30, 2019
- 5. *Report of Township Officers - None**
- 6. *Reading of Petitions and Communications and Bids** – Planning Board Recommendation Proposed Ordinance 2565-19 – Planning Board Resolution 19-02
- 7. *Bills**
- 8. *Resolutions**
 - a. **125-19** Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
 - b. **126-19** Resolution Authorizing Professional Appraisal Services of Ronald D. Chiarello, MAI, Summit, NJ to Evaluate the Fair Market Value of Property Located at 200 Pleasant Valley Way, West Orange, NJ (Legal-Trenk)
 - c. **127-19** Resolution Authorizing an Executive Session to Discuss a Matter of Potential Litigation – OSPAC
 - d. **128-19** Resolution Authorizing Change Order No. 3 for the Contract 2017 Street Improvements Phase IV with Reggio Construction, Inc., 1575 West Street, Fort Lee, NJ 07024, in the Amount of \$59,716.51 which Represents a 2.91 Increase in the Original Contract to Account for As-Built Quantities throughout the Project for the Nearly 50 Items of Construction (Lepore)
 - e. **129-19 Resolution Authorizing Change** Order No. 2 for the Contract Improvement of Curtis Avenue and Garfield Avenue with A & J Contractors Group, Inc., 105 Federal Road, Monroe Township, New Jersey 08831 in the amount of \$100,000.00. to allow for the Milling and Resurfacing of Old Indian Road from Pleasant Valley Way (inclusive) to St. Cloud Avenue. This represents an improvement 1000 feet long with a typical unit cost of \$100.00 per linear feet. (Lepore)
 - f. **130-19** Resolution Approving Tax Appeal Settlement concerning Block 151, Lot 30 to Increase Tax Assessments for 2018 and 2019 (Legal-Trenk)

- g. **131-19** Resolution Authorizing the Township to Accept a Grant in an Amount up to \$129,177 from the Hazardous Discharge Site Remediation Fund Municipal Grant Program through the New Jersey Department of Environmental Protection and the New Jersey Economic Development Authority (the “EDA”) for the Remedial Investigation of the Property Acquired by the Township at 18 Central Avenue. This resolution is part of the requirements from the EDA to finalize the acceptance of the grant funds (Legal-Moon)
- h. **132-19** Resolution Authorizing the Township to Execute an Acceptance Letter from the New Jersey Economic Development Authority (the “EDA”) to Formally Accept a Grant Award in an Amount up to \$41,934 to Fund the Preparation of a Remedial Action Workplan for the Property Acquired by the Township at 18 Central Avenue (Legal-Moon)
- i. **133-19** Resolution Authorizing the Release of the Performance Bond posted by DGP Urban Renewal, LLC Redevelopers of the Edison Lofts, 177 Main Street, West Orange, NJ 07052, Block 66, Lot 1 to Guarantee the Installation of Certain Site Improvements in the amount of \$676,303.20, Subject to Posting a Maintenance Bond with the Township for a Two Year Period in the Amount of \$252,500.58 (Lepore)
- j. **134-19** A Resolution Requesting Planning Board Review of a Resolution Designating Certain Property in the Township as an Area in Need of Rehabilitation and Authorizing the Planning Board to Undertake a Preliminary Investigation to Determine Whether Certain Properties within Blocks 116 and 116.01 Qualify for Designation as a Condemnation Area in Need of Redevelopment (Legal-Cofoni)
- k. **135-19** Resolution Authorizing Online Auction of Township Surplus Property (DeSantis)
- l. **136-19** Resolution Authorizing the Issuance of a Duplicate Tax Sale Certificate Pursuant to N.J.S.A. 54:6-52.1 (Gagliardo)
- m. **137-19** Resolution Authorizing the Township to Enter into a Memorandum of Agreement to Revise the Collective Bargaining Agreement with the Fire Superior Officers Association for the Period between January 1,2018 through December **31**, 2022 (Legal-Moon)
- n. **138-19** Resolution authorizing the Township to Enter into a Memorandum of Agreement to Revise the Collective Bargaining Agreement with the Fireman’s Mutual Benevolent Association, Local 28 for the Period between January 1,2018 through December **31**, 2022 (Legal-Moon)

m. Ordinances on Second and Final Reading

- a. **2565-19** An Ordinance Amending Chapter 25, Section 3.2 of the Revised General Ordinances of the Township of West Orange (Zone Map) (Legal – Moon)
- 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).

n. Ordinances on First Reading

- a. **2571-19** An Ordinance Amending Chapter 5, Sections 25.3, 25.4, 25.5, 25.15, 25.20 and 25.25 of the Revised General Ordinances of the Township of West Orange (Massage Businesses) (Legal-Moon)

This Ordinance amends the Township Code provisions governing Massage Establishments to comply with the state statute governing licensing of Massage Therapists.

- b. 2572-19** An Ordinance Authorizing the Offer of Private Sale of the Property at Block 175.08, Lot 7 on the Township of West Orange Tax Map to the Adjacent Property Owners Pursuant to Local Lands and Building Law (Legal-Moon) **This ordinance authorizes the Township to offer for sale the undersized lot located on Block 175.08, Lot 7 in the Upper Mellon Avenue area of the Township to the contiguous property owners pursuant to N.J.S.A. 40A:12-13(b)(5) of the Local Lands and Buildings Law.**
- o. Pending Matters/New Matters/Council Discussion**
- p. ABC Hearing - None**
- q. Adjournment**

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

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

Agenda is subject to change.

RESOLUTION

WHEREAS, the 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>
VNA Central NJ Foundation Inc. Off Prem 50/50	July 29, 2019	350 Mount Pleasant Ave. West Orange, NJ 07052	7598
Metro YMCA of the Oranges Off Prem 50/50	Sep 16, 2019	Montclair Golf Club 25 Prospect Avenue West Orange, NJ 07052	7599
Lightbridge Academy Foundation On Prem 50/50	May 16, 2019	Montclair Golf Club 25 Prospect Avenue West Orange, NJ 07052	7600
Lightbridge Academy Foundation Tricky Tray	May 16, 2019	Montclair Golf Club 25 Prospect Avenue West Orange, NJ 07052	7601

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

Jerry Guarino
Council President

Adopted: May 14, 2019

RESOLUTION

WHEREAS, approximately 5.9 acres of vacant land currently exists at 200 Pleasant Valley Way in the Township of West Orange known on the tax map as Block 151, Lot 33 (“Property”); and

WHEREAS, the current owner is Redwood, LLC; and

WHEREAS, The Township is continuing to research locations for moving its Department of Public Works and various related machinery and equipment which must be moved out of the current location within the next 18 months; and

WHEREAS, the Property is located off of Pleasant Valley Way; and

WHEREAS, the Township has attempted to meet with the owner to discuss a potential acquisition; and

WHEREAS, the Township desires to obtain a fair market value appraisal to further consider whether a consensual or non-consensual acquisition is appropriate and feasible; and

WHEREAS, the Township has been provided with a proposal from Ronald D. Chiarello MAI of Professional Appraisal Associates in Summit, New Jersey in the amount of \$8,000, a copy of which is attached; and

WHEREAS, the Law Department recommends the retention of an appraiser to evaluate the fair market value of the Property;

NOW, BE IT HEREBY RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Mayor be and is hereby authorized to execute and the Township Clerk is authorized to attest to the Mayor’s signature concerning an agreement and authorization for appraisal services for Professional Appraisal Associates of Summit, New Jersey in the amount of \$8,000; and

IT IS FURTHER RESOLVED that this Contract is being offered as a non-fair and open appraisal. The Municipal Clerk shall advertise the award of this contract in conformance with applicable law.

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

Jerry Guarino
Council President

Adopted: May 14, 2019

Professional
Appraisal
Associates®

469 Morris Avenue
P. O. Box 579
Summit, NJ 07902-0579
908-273-2412
Fax: 908-273-9189

AGREEMENT AND AUTHORIZATION FOR APPRAISAL SERVICES

VIA E-MAIL
RTrenk@MSBNJ.COM

May 6, 2019

CLIENT: Richard D. Trenk, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, Suite 201
Roseland, NJ 07068

TYPE OF SERVICE: Appraisal Report
Vacant Land – 5.9 Acres

PROPERTY IDENTIFICATION:

200 Pleasant Valley Way	-	-	\$8,000.00
West Orange, NJ			
Block 151, Lot 33			
Owner: Redwood, LLC			

The appraisal report will consider the “as is” market value of the property. The appraisal report will conform with and be subject to the requirements of the code of ethics and standards of Professional Conduct of the Appraisal Institute and the Appraisal Foundation.

The Appraiser agrees to deliver one (1) electronic (.pdf) copy of the report and if needed one (1) hard copy of said report. The client agrees to pay the Appraiser a total fee of \$8,000.00 upon delivery of the report and an executed voucher, said fee to be paid within 30 days.

Page 2

In the event the Appraiser is subpoenaed or otherwise required to give testimony or to attend any public or private hearing as a result of having prepared this report, the Client agrees to pay the Appraiser at a rate of \$300 per hour for reasonable time whether being spent in preparation for trial, pre-trial conferences, attendance at trial, required testimony or any other conferences whether personally or telephonically.

If the Client cancels this agreement, he agrees to pay for time and costs incurred prior to written notice of cancellation. The concluded valuation and analysis in the report will be the opinion of the Appraiser; the fee or the payment thereof is not contingent upon any particular conclusions.

This proposal/fee quote will be honored for 90 days. This agreement must be signed by all parties. Please sign the agreement and return it, with payment, to Professional Appraisal Associates.

Accepted by:

CLIENT: _____
Signed

Dated

PROFESSIONAL APPRAISAL ASSOCIATES®



Ronald D. Chiarello, MAI
Vice President
NJ License #42RG000135200

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 May 14, 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):

OSPAC

(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 **May 14, 2019.**

Motion:

Second:

Vote

Aye:

Opposed:

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

Jerry Guarino
Council President

Adopted: May 14, 2019

RESOLUTION

WHEREAS, The Township Council by Resolution No. 179-17 dated August 15, 2017 awarded the Contract **2017 Street Improvements Phase IV** in the amount of \$2,055,200.72 to Reggio Construction, Inc., 1575 West Street, Fort Lee, New Jersey 07024; and

WHEREAS, the Township Council by Resolution No. 176-18, dated July 17, 2018 approved Change Order No. 1 for this contract in the amount of \$189,356.00 which represents a 9.21 percent increase in the contract; and

WHEREAS, the Township Council by Resolution No. 220-18, dated September 25, 2018 approved Change Order No.2 for this contract in the amount of \$90,000.00 which along with Change Order No. 1 represented a 13.59 increase in the contract; and

WHEREAS, the Township Engineer by letter dated May 7, 2019 recommended Change Order No. 3 and Final in the amount of \$59,716.51 be authorized to account for As-Built quantities throughout the project for the nearly 50 items of construction; and

WHEREAS, the Township Engineer by letter dated May 7, 2019 recommended Change Order No. 3 and Final as necessary and beneficial; and

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

WHEREAS, the Township Council concurs in the foregoing.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange that Change Order No. 3 and Final for the contract 2017 Street Improvements Phase IV with Reggio Construction, Inc., 1575 West Street, Fort Lee, New Jersey 07024 in the amount of \$59,716.51 which represents a 2.91 increase in the original contract or in conjunction with Change Order No. 1 and Change Order No. 2 results in a 16.50 percent increase in the original contract amount is hereby approved bringing the total authorized contract amount to \$2,394,273.23.

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

Jerry Guarino, Council President

Adopted: May 14, 2019

**I hereby certify funds are available from: ACCOUNT NO. 2018 STREET RESURFACING
IMPROVEMENTS 03-2544-18-0500-010**

John Gross, Chief Financial Officer

CHANGE ORDER NO. 2

PROJECT: 2017 STREET IMPROVEMENTS, PHASE IV

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

ADDITIONAL WORK AUTHORIZED

THROUGHOUT PROJECT

VARIOUS ITEMS	AS BUILT QUANTITIES	\$59,716.51
ORIGINAL CONTRACT AMOUNT		\$2,055,200.72
CHANGE ORDER NO. 1		\$189,356.00
ADJUSTED CONTRACT AMOUNT THROUGH CHANGE ORDER NO. 1		\$2,244,556.72
PERCENTAGE INCREASE THROUGH CHANGE ORDER NO. 1		9.21%
CHANGE ORDER NO. 2		\$90,000.00
ADJUSTED CONTRACT AMOUNT THROUGH CHANGE ORDER NO. 2		\$2,334,556.72
PERCENTAGE INCREASE THRU CHANGE ORDER NO. 2		13.59%
CHANGE ORDER NO. 3		\$59,716.51
ADJUSTED CONTRACTED AMOUNT THROUGH CHANGE ORDER NO. 3		\$2,394,273.23
PERCENTAGE INCREASE		16.50%

RECOMMENDED BY MUNICIPAL ENGINEER

LEONARD R. LEPORE

AGREED TO BY CONTRACTOR

REGGIO CONSTRUCTION, INC.

APPROVED BY OWNER

TOWNSHIP OF WEST ORANGE

AUTHORIZED BY RESOLUTION NO. 128-19

DATED: May 14, 2019

RESOLUTION

WHEREAS, the Township Council by Resolution No. 165-18 dated June 26, 2018 awarded the contract Improvement of Curtis Avenue and Garfield Avenue in the amount of \$661,454.00 to A & J Contractors Group, Inc., 105 Federal Building, Monroe Township, New Jersey 08831; and

WHEREAS, the Township Council by Resolution No. 268-18 dated December 11, 2018 awarded Supplemental Bid Item "A" in the amount of \$33,452.00 for storm sewer construction between 33 and 37 Curtis Avenue bringing the total contract amount to \$694,906.00 and;

WHEREAS, by the same Resolution the Township authorized Change Order No. 1 in the amount of \$28,000.00 to change pipe materials from 24 inch diameter concrete pipe to 19 inch by 30 inch concrete elliptical pipe bringing the total contract amount to \$722,906.00 or a 4.03% increase; and

WHEREAS, the Township Engineer by letter dated May 7, 2019 recommended Change Order No. 2 in the amount of \$100,000.00 to allow additional work at the unit prices bid for the milling and resurfacing of Old Indian Road from Pleasant Valley Way to St. Cloud Avenue; and

WHEREAS, the New Jersey American Water Company (NJAWC) contributed about two thirds the cost of this additional work; and

WHEREAS, the Township Engineer recommends this Change Order as necessary and beneficial since bidding this work as a separate project will result in higher unit prices than those of a current larger project and it also allows this work to proceed in a quicker time span as it will be performed in conjunction with the milling and resurfacing of Curtis Avenue and Garfield Avenue in late May or early June 2019; and

WHEREAS, sufficient funds exists for the work under Change Order No. 2; and

WHEREAS, the Township Council concurs in the foregoing.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange that Change Order No. 2 for the contract Improvement of Curtis Avenue and Garfield Avenue with A & J Contractors Group, Inc., 105 Federal Road, Monroe Township, New Jersey 08831 in the amount of \$100,000.00, which with Change Order No. 1 in the amount of \$28,000.00, represents an 18.42 percent increase in the original contract is hereby approved bringing the total authorized contract amount to \$822,906.00.

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

JERRY GUARINO, COUNCIL PRESIDENT

Adopted: May 14, 2019

I hereby certify funds are available from:

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

JOHN GROSS, CHIEF FINANCIAL OFFICER

May 7, 2019

CHANGE ORDER NO. 2**PROJECT: IMPROVEMENT OF CURTIS AVENUE AND GARFIELD AVENUE****CONTRACTOR: A & J CONTRACTORS GROUP, INC.,
105 FEDERAL ROAD
MONROE TOWNSHIP, NEW JERSEY**

ORIGINAL CONTRACT AMOUNT	\$661,454.00
SUPPLEMENTAL BID "A"	
AUTHORIZED BY RESOLUTION NO. 268-18	\$ 33,452.00
TOTAL CONTRACT BID AMOUNT	\$694,906.00
CHANGE ORDER NO. 1 FOR ELLIPTICAL PIPE	\$ 28,000.00
ADJUSTED CONTRACT AMOUNT THROUGH CHANGE ORDER NO. 1	\$722,906.00
PERCENTAGE INCREASE THROUGH CHANGE ORDER NO. 1	4.03%
CHANGE ORDER NO. 2 ADDITIONAL PAVING	
1,000 LINEAR FEET @\$100 PER LINEAR FOOT	\$100,000.00
ADJUSTED CONTRACT AMOUNT THROUGH CHANGE ORDER NO. 2	\$822,906.00
PERCENTAGE INCREASE THROUGH CHANGE ORDER NO. 2	18.42%

RECOMMENDED BY MUNICIPAL ENGINEER

LEONARD R. LEPORE**AGREED TO BY CONTRACTOR**

REGGIO CONSTRUCTION, INC.**APPROVED BY OWNER**

TOWNSHIP OF WEST ORANGE**AUTHORIZED BY RESOLUTION NO. 129-19****DATED: May 14, 2019**

RESOLUTION

WHEREAS, pursuant to Resolution of the Township Council of the Township of West Orange (the "Township") Blau & Blau has been retained to review and pursue certain affirmative tax appeals ("Special Tax Appeal Counsel"); and

WHEREAS, the Township filed an affirmative tax appeal with regard to certain property known on the Tax Map as Block 151, Lot 30 with a street address of 220-222 Pleasant Valley Way t/a Brighton Gardens ("Property"); and

WHEREAS, Greg Lotz appear on behalf of the Property owner; and

WHEREAS, Special Tax Appeal Counsel has recommended a settlement which will increase the assessment from \$13,586,200 to \$15,716,750 for 2018 which will result in an increase of taxes of \$86,031.61; and

WHEREAS Special Tax Appeal Counsel recommends a settlement whereby the assessment for 2019 will increase to \$16,231,900; and

WHEREAS, pursuant to the agreement with Special Tax Appeal Counsel, Blau & Blau would be entitled to a one third contingency fee of the initial year increase from the settlement proceeds; and

WHEREAS, the Law Department recommends approval of this settlement; and

NOW, BE IT HEREBY RESOLVED, THAT THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE HEREBY APPROVES the proposed settlement with regard to Block 151, Lot 30 known as 220 - 222 Pleasant Valley Way in the Township of West Orange whereby the assessment for 2018 will increase to \$15,716,750 and \$16,231,900 for 2019. Upon payment of the increased taxes for 2018 and 2019, Blau & Blau will receive its contingency fee.

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

Jerry Guarino, Council President

Adopted: May 14, 2019

**RESOLUTION ACCEPTING A GRANT FROM THE HAZARDOUS DISCHARGE SITE
REMEDATION FUND PUBLIC ENTITY PROGRAM THROUGH THE NEW JERSEY
ECONOMIC DEVELOPMENT AUTHORITY AND THE NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

WHEREAS, the Township of West Orange (the “Township”) has applied for and has been awarded a grant in the amount of up to \$129,177 from the Hazardous Discharge Site Remediation Fund Municipal Grant Program through the New Jersey Department of Environmental Protection and the New Jersey Economic Development Authority for Remedial Investigation of the Selecto Flash, Inc. Property located at 18 Central Avenue, Block 9, Lot 36, and 4 Tompkins Street, Block 7, Lot 22 on the Tax Map of the Township of West Orange.

**NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE
TOWNSHIP OF WEST ORANGE**, that the above referenced grant is hereby accepted and the Mayor is hereby authorized to execute grant documents as an authorized representative thereunder, as the representative for the Township of West Orange; and be it further

RESOLVED, that a comprehensive plan exists specifically for the development or redevelopment of contaminated or potentially contaminated real property in the Township of West Orange or that a realistic opportunity exists that the Project Site will be developed or redeveloped within a three (3) year period from the completion of the remediation; and be it further

RESOLVED that a certified copy of this Resolution be forwarded to the New Jersey Economic Development Authority.

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

Jerry Guarino
Council President

Adopted: May 14, 2019

HAZARDOUS DISCHARGE SITE REMEDIATION
PUBLIC ENTITY GRANT AGREEMENT

CHECKLIST FOR COMPLETING AND SUBMITTING CLOSING DOCUMENTS

1. Obtain a resolution or ordinance adopted by Public Entity substantially in the form attached to the HDSRF Grant Agreement as Schedule D (The "Resolution" or "Ordinance"). Have the Resolution or Ordinance certified by an Authorized Representation of the Public Entity.
2. Enter into contract(s) for the performance of the project. If the project entails only one of the following activities: preliminary assessment, site investigation, remedial investigation or remedial action, then the contract(s) must provide for the performance of the entire project. If the project entails two or three of such activities, then the contract must provide for the performance of at least the first such activity.
3. Have the Authorized Representative designated in the Resolution or Ordinance execute each of the three originals of the Grant Agreement on the page and at the place indicated and have the Grant Agreements attested by an official authorized to attest such documents.
4. Fill in and complete the information required on the original of Schedule C of the Grant Agreement, entitled "Certification of Awarded Contracts," which have been provided in your packet, and have the Authorized Representative execute and date same. Attach copies to Schedule C of the contracts that have been awarded. See item 2 above.
5. Complete and submit Schedule E -Public Entity Project Status Summary no later than **December 31st of each year until completion of the Project.** (Refer to Section 4.1 B of the Grant Agreement and Schedule E for details)
6. Obtain and attach a copy of the deed, or other evidence of site control, or tax certificates to the project, as the case may be.
7. Obtain and attach a copy of the Tax Clearance Certificate for the Grantee, issued by the New Jersey Division of Taxation, not more than 180 days old as of the date of closing. This Grant shall not close unless the Authority is in satisfactory receipt of the Tax Clearance Certificate.
8. Enclose in one overnight mail package and send to the Authority the following:
 - 1) all three originals of the signed and attested Grant Agreement (included in the transmittal email;**
 - (2) a copy of the certified resolution or ordinance of the Public Entity;**
 - (3) the original of the executed Schedule C (including resolutions awarding contracts); and**
 - (4) evidence of site control, if applicable.**

CLOSING INSTRUCTIONS AND REQUIREMENTS
HDSRF PUBLIC ENTITY GRANT AGREEMENT

Set forth below are instructions and requirement for closing on your Hazardous Discharge Site Remediation Public Entity Grant (the “HDSRF Grant”), along with descriptions of the closing documents.

General Closing Procedures

Attached in this packet for execution by the public entity receiving an HDSRF grant are is the HDSRF Grant Agreement (the “Grant Agreement”).

In order to close on its HDSRF Grant, the public entity must complete and execute these documents, obtain evidence of site control of the project (“Evidence”) if applicable, and then submit such documents to the Authority at the same time, in the same package. Please note that if the public entity fails to submit all the required documents at the same time they will be returned without review by the Authority, which may delay or jeopardize closing on the grant.

If and when all the documents, including a valid Tax Clearance Certificate and Evidence, if applicable, are submitted to the Authority, they will be reviewed by the Authority and its counsel. Provided they are found to be in proper form and order, the Authority will execute the Grant Agreement and return a fully executed original to you. Upon such mailing, closing shall be complete.

These closing documents are to be executed by an official of the public entity who has been authorized by the public entity resolution or ordinance (see Schedule D of Grant Agreement for Sample) to execute same on its behalf (the “Authorized Representative”).

**DESCRIPTION OF CLOSING DOCUMENTS AND INSTRUCTIONS FOR
COMPLETING SAME**

[] The Grant Agreement

The Grant Agreement governs the rights and duties of the parties with respect to your HDSRF Grant. The provisions of this Grant Agreement have been standardized to apply to all public entity grantees under this program and are not negotiable. Please review the Grant Agreement carefully in consultation with your counsel. If acceptable, have the Authorized Representative execute and acknowledge three (3) originals on page 12, Schedules C & D.

[] SCHEDULE A: Project Description

This document describes the project in respect to the grant amount, DEP's cost estimates, project scope, your legal name and address and other material information. You are not required to execute this document, but please review it for accuracy. (Please note that the disbursement check will be made out and mailed to name and address of the Grantee indicated on this Schedule A).

[] SCHEDULE B: Project Completion Certificate and Calculation of Unexpended Proceeds Form

If the project/activity has been completed, this Schedule must be submitted with the Grant Agreement.

This is the form that certifies to the Authority that the project has been completed in accordance with the requirements of the Grant Agreement. The attached original of this Schedule B must be executed by the Authorized Representative and submitted to the Authority within 10 days after the project has been completed. You will note that Schedule B includes the Calculation of Unexpended Proceeds Form. This Unexpended Proceeds Form must be filled out completely and accurately. **We strongly recommend that you immediately notify your contractor of this requirement as soon as possible so that it can assist you in completing Schedule B accurately.**

[] SCHEDULE C: Certification of Awarded Contracts

This document is a certification by the public entity of the award contracts for the project. Originals of this document must be executed by the Authorized Representative and returned with the Grant Agreement. Please note that copies of each awarded contract and of your resolution authorizing the award of same are to be attached by you to this Schedule C.

In addition, if the project includes more than one phase and you have not yet contracted out for all of them, then you must complete and submit to the Authority a separate Schedule C for each phase of the project as subsequently awarded.

**DESCRIPTION OF CLOSING DOCUMENTS AND INSTRUCTIONS FOR
COMPLETING SAME (CON'T.)**

[] SCHEDULE D: Resolution

Schedule D contains a sample resolution for adoption by the public entity accepting the grant award and designating the Authorized Representative or Representatives that can execute the closing documents. The resolution must include:

1. the name of the program ("Hazardous Discharge Site Remediation Fund, Public Entity Grant Program"),
2. the amount of the grant, and
3. identity of the Authorized Representative who can execute the Grant Agreement and Schedules.

[] SCHEDULE E: Public Entity Project Status Summary Annual *submission until completion.*

Grantee must submit to the Authority a completed Schedule E attached hereto, no later than December 31st of each year until completion of the Project. Please be advised that grant proceeds related preliminary assessment or site investigation of a contamination site must be expended within two (2) years after the date of the award; and remedial investigation of a contaminated site shall be expended within five (5) years after the date of the award.

NOTE: FAILURE TO EXPEND AN AWARD OF FINANCIAL ASSISTANCE OR A GRANT FROM THE REMEDIATION FUND WITHIN THE TIME LIMITS SET FORTH HEREIN SHALL RESULT IN CANCELLATION OF THE AWARD.

[] Proof of Site Control

As required by law, the public entity must provide proof to the Authority it holds a tax sale certificate for the project property; or has acquired it through foreclosure or other similar means; or has passed a resolution or ordinance or other appropriate document to acquire the property, by voluntary conveyance for the purpose of redevelopment. To do so, you must enclose as part of the closing documents a certified copy of the public entity title or tax sale certificate or resolution acquiring the project property. (not applicable to projects in the Brownfield Development Areas or projects for recreation and conservation or for affordable housing.)

[] Tax Clearance Certificate

Tax Clearance Certificates are issued by the Division of Taxation. To apply to receive a Tax Clearance Certificate, a Grantee must complete and submit the Application for Business Assistance Tax Clearance to the Division of Taxation. The Authority requires a valid Tax Clearance Certificate no more than 180 days old on file with the Authority at the time of closing or the Grant shall not close.

Grants may only be awarded for real property on which there has been a discharge or a suspected discharge of a hazardous substance or hazardous waste.

**NEW JERSEY ECONOMIC
DEVELOPMENT AUTHORITY**

**HAZARDOUS DISCHARGE SITE REMEDIATION
PUBLIC ENTITY GRANT AGREEMENT**

P#45275
Township of West Orange
Project Site: Selecto Flash Inc.
Grant Award: Up to \$129,177

P#45275
Township of West Orange
Selecto Flash Inc.

HAZARDOUS DISCHARGE SITE REMEDIATION
PUBLIC ENTITY GRANT AGREEMENT

GRANT AGREEMENT (the "Agreement") made and entered into by and between the New Jersey Economic Development Authority, a body corporate and politic constituting an instrumentality of the State of New Jersey (the "Authority") and Township of West Orange, a New Jersey public entity (the "Grantee").

BACKGROUND STATEMENT

Pursuant to the provisions of Brownfields and Contaminated Site Remediation Act, N.J.S.A. 58:10B-1, et seq., amending the Industrial Site Recovery Act, P.L. 1993, c.139, as amended from time to time (the "Act"), and pursuant to the regulations promulgated by the Authority thereunder, N.J.A.C. 19:31-8.1, et seq. (the "Regulations"), the Authority, in concert with the New Jersey Department of Environmental Protection (the "Department" or "DEP"), administers a financing program under which it makes grants from monies in the Hazardous Discharge Site Remediation Fund (the "Fund") to public entities for real property: 1) on which they hold a tax sale certificate; 2) that they have acquired through foreclosure or other similar means; or 3) that they have acquired, or have passed a resolution or ordinance or other appropriate document to acquire, by voluntary conveyance for the purpose of redevelopment. The site control requirement does not apply to projects located in a brownfield development area or projects seeking approval for remedial action matching grants for recreation and conservation or for affordable housing. The grant monies are used to fund all or a portion of the costs of performing preliminary assessments, site investigations, remedial investigations and/or remedial actions on such real properties. Notwithstanding the above, no grant shall be awarded: unless the public entity has adopted by ordinance or resolution a comprehensive plan specifically for the development or redevelopment of contaminated or potentially contaminated real property in that municipality or can demonstrate to the Authority that a realistic opportunity exists that the subject real property will be developed or redeveloped within a three-year period from the completion of the remediation.

Grants may only be awarded for real property on which there has been a discharge or suspected discharge of a hazardous substance or hazardous waste.

By Resolution adopted on November 9, 2018 (the "Resolution"), the Authority approved the award of a grant to Grantee in the amount of up to \$129,177 (the "Grant") for the Remedial Investigation along with report preparation of the Selecto Flash Inc. (the "Project").

1. THE GRANT

1.1. The Grant

The Authority agrees, upon the terms and subject to the conditions set forth herein, to make the Grant to the Grantee for the purposes set forth herein. The Grantee agrees to accept the Grant upon the terms and subject to the conditions set forth herein and pursuant to the Act and Regulations promulgated thereunder, and to use the proceeds of the Grant to finance the cost of the Project. The Grantee will only use the Grant for the purposes outlined in Schedule A for which the Grant was made and will adhere to all terms and conditions of the Grant Agreement and to the Act and the Regulations promulgated thereunder.

1.2. Term of Agreement

This Agreement and the respective obligations of the parties hereto shall be in full force and effect from the date hereof until the completion of the Project and all unused funds, if any, have been returned to

P#45275
Township of West Orange
Selecto Flash Inc.

the Authority in accordance with Section 4.1 & Schedule B, unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding the foregoing, the representations and covenants of Grantee in Sections 4.2 (Indemnification), 4.4 (Subrogation of Rights) and 5.2(c) (Agreement to Pay Attorneys' Fees and Expenses) of this Agreement shall survive expiration of the term or early termination of this Agreement.

2. GRANTEE REPRESENTATIONS

2.1. Organization of Grantee

The Grantee is a public entity of the State of New Jersey having the full legal right and authority to perform all of the undertakings of this Grant, to receive the Grant made hereunder, to execute and deliver this Agreement and to undertake and complete the Project.

2.2. Authorization of Documents

The execution, delivery and performance by the Grantee of this Grant Agreement and any other documents executed in connection with the making of this Grant:

- A. have been duly authorized by the Grantee and duly executed, attested and delivered by authorized officers of the Grantee, and all proceedings of the Grantee's governing body authorizing the Grantee to enter into this Grant Agreement have been duly and lawfully adopted in accordance with applicable law;
- B. do not and will not conflict with or violate any provision of law, any order of the court, or other agency of government;
- C. do not and will not result in the creation or imposition of any lien, charge, or encumbrance of any nature other than any lien, charge or encumbrance which may be imposed on project site in connection with the awarding of this grant; and
- D. do not and will not result in the breach of the terms, conditions or provisions of any corporate restrictions or any evidence of indebtedness, agreement or instrument of whatever nature to which the Grantee is now a party or by which it is bound or constitute a default under any of the foregoing.

2.3. Site Control, Eligibility

Grantee represents that, as of the date of this Agreement:

- A. It either 1) holds a tax sale certificate on the Project Site; 2) acquired title to the Project Site through foreclosure or other similar means; or 3) acquired title to the Project Site, or passed a resolution, ordinance or other appropriate document to acquire title to the Project Site, through voluntary conveyance for the purpose of redevelopment. (Not applicable to projects in brownfield development areas or projects for recreation and conservation or for affordable housing.)
- B. There has been a discharge or there is a suspected discharge of a hazardous substance or hazardous waste on the Project Site.
- C. It has adopted by ordinance or resolution a comprehensive plan specifically for the development or redevelopment of contaminated or potentially contaminated real property

in its municipality or can demonstrate to the Authority that a realistic opportunity exists that the Project Site will be developed or redeveloped within a three-year period from the completion of the remediation. Evidence of the foregoing is set forth in Schedule D (in the event a resolution was adopted).

2.4. Pending Litigation

No litigation of any nature is now pending or threatened to restrain, enjoin, or invalidate the execution of this Agreement or the performance by Grantee of its covenants and obligation thereunder.

2.5. No Defaults

The Grantee is not presently in breach or default in any material respect in the performance, observance, or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which it is a party or is otherwise bound.

2.6. Important Inducement

The availability of the Grant by the Authority as provided herein has been an important inducement to the Grantee to undertake the Project.

2.7. Use of Grant Monies

The Grant monies received by Grantee pursuant to this Agreement shall be used and applied by Grantee solely for the purpose of performing preliminary assessments, and/or site investigations, and/or remedial investigations and /or remedial actions on the Project Site in accordance with the scope of work approved by DEP.

It is specifically understood and agreed that funds approved for performing preliminary assessments and/or site investigations shall be expended within two (2) years after the date of the award; and funds approved for remedial investigation shall be expended within five (5) years after the date of the award. Failure to expend an award of financial assistance or a grant from the remediation fund within the prescribed time limits shall result in cancellation of the award. For the purposes of this Agreement, expended monies shall mean any grant funds disbursed by Grantor to Grantee for the Project Site in accordance with the scope of work approved by DEP.

2.8. Compliance with Act and Regulations

As of the date hereof, Grantee is in full compliance with all the terms, conditions and requirements of the Act and the Regulations.

2.9. Verification of Project Description

The description and summary of the Project as set forth in Schedule A hereof is true, complete and correct.

2.10. Licenses and Consents

All state, federal and county governmental consents, licenses, and approvals necessary or required to prosecute the Project to completion have been obtained and are in full force and effect.

2.11. Full Disclosure

All representations, statements, and warranties of the Grantee set forth in its application to the Department or any documents delivered to the Department or the Authority by the Grantee in connection with the Grant: (i) are true, correct and complete; (ii) do not contain any untrue statement of material fact; and (iii) contain all material facts necessary to make the statements contained therein not misleading or incomplete. If at any time prior to the expiration or earlier termination of this Agreement, the Grantee

becomes aware of any facts, occurrences, information, statements, or events that render any of the foregoing representations or covenants herein made untrue or materially misleading or incomplete, the Grantee shall immediately notify the Authority in writing of such facts, occurrences, information, statements or events.

2.12. Authorized Representative

Any certification or other document that Grantee is required to execute and submit to the Authority pursuant to the terms of this Agreement shall be executed by a duly Authorized Representative.

3. DISBURSEMENT OF THE GRANT

3.1. Conditions Precedent to Disbursements

A. Disbursement of Grant funds shall be subject to satisfaction of the following conditions precedent:

(1) approval by the Department of the work activities covered by such contracts, the cost of such work activities, and the amount of the Grant monies to be disbursed;

(2) approval by the Department of all previously performed work with respect to which Grant monies have already been disbursed to Grantee; and

3) any applicable requirements under the Act or Regulations promulgated thereunder.

B. Notwithstanding the foregoing: (1) no disbursement shall be made at any time that an Event of Default, as defined under Section 5.1, has occurred and is continuing under this Agreement; (2) Grantee's right to disbursement of Grant monies pursuant to this Section 3.1 shall be subject to any approvals required by the Department of the contract or contracts for which the requisition of Grant monies has been submitted; and (3) if the contract or contracts described in Schedule C includes work or activities outside the scope of the Project, then the Grant monies disbursed shall only be in the amount of the contract(s), or a portion thereof, representing the activities falling within approved scope of Project, as determined by the Department in its discretion.

3.2. Delivery of Documents

All documents required to be submitted to the Authority as a condition precedent to disbursement of the Grant shall be furnished to the Authority at its office at the address set forth in Section 6.2.

3.3. Disbursement of Grant Monies

The Authority shall, after receipt of all documents completed and, in the form required, disburse the Grant monies by check via U.S. certified return receipt mail to the Grantee at the address of the Grantee set forth on Schedule A.

4. COVENANTS OF THE GRANTEE

4.1. Project Completion; Repayment of Unexpended Proceeds

A. Within ten (10) business days of completion of the Project, the Grantee shall submit to the Authority Schedule B, "Project Completion Certificate" and the "Calculation of Unexpended Proceeds Form", which shall be completed and executed by Grantee, together with a check payable to the Authority in the amount of any such unexpended proceeds.

B. The Grantee shall submit to the Authority a completed Schedule E attached hereto no later than December 31st of each year until completion of the Project.

4.2. Indemnification

To the fullest extent permitted by law, the Grantee will indemnify, defend and hold harmless the Department and the Authority and their respective members, officers, employees and agents (“Indemnified Party”) against any and all liability, loss, cost, damage, claims, judgment or expense of any kind the Indemnified Party may incur by reason of any claim, suit or action based upon personal injury, death or damage to property arising out of the Grantee's construction, acquisition, installation, operation, or ownership of the Project or Project Site or arising or purportedly arising from this Grant Agreement or any transaction contemplated thereunder.

4.3. Diligent Prosecution

Grantee shall diligently prosecute the Project to completion and shall cause such Project to be performed in a worker-like fashion.

4.4. Subrogation of Rights

To the extent provided in the Act, the Grantee subrogates to the Department all rights it has or may have to recover Remediation Costs, as defined in the Act and Regulations, from the discharger or other liable parties. Grantee covenants that it has not relinquished, impaired, or waived, and shall not relinquish, impair or waive any right to recover the costs of remediation against any insurance carrier, discharger or person in any way responsible for a hazardous substance pursuant to N.J.S.A 58:10-23.11(g).

4.5. Compliance; Inspection

Grantee agrees that it shall provide to the Authority and the Department, as necessary or upon request, evidence that the Grant is being spent for the purpose for which it was made and evidence that it is adhering to all of the terms and conditions of the Agreement, the Act and Regulations. Grantee further agrees that it shall provide to the Authority, the Department, and their agents, access at reasonable times to the Project Site to determine compliance with the terms and conditions of the Agreement.

4.6. No Assignment

Grantee agrees that it shall not assign this Agreement, nor the Grant made hereunder, for any reason without the prior written consent of the Authority.

5. DEFAULT

5.1. Event of Default

Any one or more of the following events shall constitute an event of default of the Grantee hereunder (an "Event of Default"):

- A. Except as otherwise provided herein, failure of the Grantee to comply with any terms, covenants, promises or conditions set forth in this Agreement within thirty (30) days after notice of such failure shall be given to the Grantee by the Authority. If the failure of a condition is of such a nature that it cannot be corrected within thirty days of receiving notice, it shall not constitute an Event of Default if: (1) corrective action capable of remedying such failure in the sole opinion of the Authority is instituted by the Grantee within said thirty (30) day period and diligently pursued until the failure is corrected in the sole opinion of the Authority; and (2) the Grantee shall have certified to the Authority prior to the end of said thirty (30) day period and the Authority in its sole discretion agrees that said failure is such that it can be corrected, but not within said thirty (30) day period.

- B. Any representation or warranty made by the Grantee herein, or in any report, certificate, or financial statement furnished in connection with this Agreement, or any of the Schedules attached hereto, shall prove to have been false, incorrect, or misleading in any material respect on the date as of which made.
- C. The occurrence of an Event of Default under any other agreement entered into by the Authority and the Grantee or any other agreement entered into by the Department and the Grantee with respect to this Grant.
- D. The Grantee is in violation of an administrative or judicial order, judgment, or consent agreement regarding violation or threatened violation of an environmental law regarding the Project Site, unless the violation, fee, penalty or assessment is currently being contested by the Grantee in a manner prescribed by law or unless the violation resulted from a lack of sufficient money to perform the required remediation activities.
- E. The Grantee violates the provisions of a duly recorded Deed Restriction in the case of a grant for remedial action for a project involving the redevelopment of contaminated property for recreation or conservation purposes.
- F. The Grantee fails to expend funds approved to perform preliminary assessments and/or site investigations within two (2) years after the date of the award; and/or the Grantee fails to expend funds approved for remedial investigation within five (5) years after the date of the award, no further moneys will be disbursed and the award cancelled.

5.2. **Remedies**

A. **Available Remedies**

Upon the occurrence of an Event of Default, the Authority may exercise one or more of the following remedies:

(i) terminate the Grant Agreement;

(ii) require the return of all unspent proceeds of the Grant and the repayment of all proceeds of the Grant spent by the Grantee, such repayment to be made within 10 days after receiving notice of the default from the Authority;

(iii) avail itself of all other legal or equitable remedies provided in law or equity. This includes, without limitation, the right to obtain injunctive relief or specific performance. If injunctive relief is sought, Grantee waives the requirement of posting bond.

B. **No Remedy Exclusive**

No remedy herein conferred or reserved by the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement. No delay or omission to exercise any right or power occurring upon any default shall impair any such right or power nor shall same be construed to be a waiver thereof, but any such right or power may be exercised from time to time as often as deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this section, it shall not be necessary to give notice, other than such notice specifically required in Section 5 hereof.

C. Agreement to Pay Attorneys' Fees and Expenses

In the event the Grantee should default under any of the provisions of this Agreement and the Authority shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of any obligation on the part of the Grantee herein contained, the Grantee agrees that it will, on demand, pay to the Authority the reasonable attorneys' fees and other expenses incurred by the Authority whether or not a lawsuit is brought.

D. No Additional Waiver Implied by One Waiver

In the event any agreements contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

6. MISCELLANEOUS

6.1. Limitation of Liability of Authority

In the event of default, there shall be no other recourse for damages by the Grantee against the Authority, its officers, members, agents and employees, or any of the property now or hereafter owned by it or them.

6.2. Notices

Notice hereunder shall be given in writing by personal service, by recognized overnight mail service or by certified or registered mail, return receipt requested.

If to the Authority: New Jersey Economic Development Authority
 36 West State Street
 PO Box 990
 Trenton, New Jersey 08625-0990
 Attention: Underwriting
Re: Hazardous Discharge Site Remediation Public Entity Grant
 Program

If to the Grantee: As set forth on the attached Schedule A

Notices given by personal service shall be effective upon receipt. Notices given by recognized overnight mail services shall be effective upon receipt. Notices given by mail shall be deemed effective three (3) business days after the date mailed.

6.3. Severability

If any provision hereof is found by a court of competent jurisdiction to be prohibited or unenforceable, it shall be ineffective only to the extent of such prohibition or unenforceable portion, and such prohibition or unenforceable shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable, nor invalidate the other provisions hereof, all of which shall be liberally construed in order to effect the provisions of this Agreement.

6.4. Applicable Law

This Agreement shall be deemed to be a contract made in New Jersey and governed by New Jersey law.

6.5. Binding Effect

This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, and the terms "Authority" and "Grantee", where the context requires, include the respective successors and assigns of such persons. The DEP shall be deemed a third party beneficiary of this Agreement.

6.6. Amendments

This Agreement may not be amended except by an instrument in writing signed by the parties.

6.7. No Warranty of Condition or Suitability by Authority

The Authority makes no warranty, either express or implied, as to the condition of the Project or any part thereof or that they will be suitable for the Grantee's purposes or needs. The Grantee acknowledges and agrees that the Authority is not a dealer in property of such kind, and that the Authority has not made, and does not hereby make, any representation or warranty or covenant with respect to the fitness for a particular purpose, condition or suitability of the Project in any respect or in connection with, or for the purposes and uses of the Grantee or its tenants.

6.8. Further Assurances

The Authority and the Grantee shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be required for carrying out the intention of or facilitating the performance of this Agreement.

6.9. Headings

The captions or headings in this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of any provision hereof.

6.10. Sole Agreement

This contract represents the entire and complete agreement between these parties with respect to the Grant set forth herein.

6.11. Counterparts

This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and may be delivered by telecopier, e-mail, PDF or other facsimile transmission all with the same force and effect as if the same were a fully executed and delivered original manual counterpart.

6.12. Contractual Liability Act

The rights and remedies of the Grantee under this Agreement shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., the provisions of which are hereby incorporated herein by reference in their entirety.

6.13. Executed Contract.

Grantee agrees to provide both the Authority (Underwriting, P.O. Box 990, Trenton, New Jersey 08625 and DEP (P.O. Box 413, Trenton, New Jersey 08625) within 120 days of the date of this Agreement, a copy of the executed contract for the scope of work for which this Grant is being made.

6.14. No Assignment

Recipient may not assign or transfer the whole or any part of this Agreement.

6.15 Cross Default

It is specifically understood and agreed that this Grant is cross-defaulted with any other agreement entered into by the Authority and the Grantee or any other agreement entered into by the Department and the Grantee with respect to this Grant.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed and delivered as of the date and year set forth below.

NEW JERSEY ECONOMIC
DEVELOPMENT AUTHORITY

WITNESS:

By: _____

By: _____

Arlene M. Clark
Director
Closing Services

Date: _____

[SEAL]

TOWNSHIP OF WEST ORANGE

ATTEST:

By: _____

By: _____

Robert D. Parisi
Mayor

Date: _____

P#45275
Township of Orange
Project Site: Selecto Flash Inc.
Grant Award: Up to \$129,177

P#45275
Township of West Orange
Selecto Flash Inc.

List of Attached Schedules

Schedule A-Project Description

*Schedule B-Project Completion Certificate and Calculation of Unexpended
Proceeds Form*

Schedule C-Certification of Awarded Contracts

Schedule D-Resolution (sample)

Schedule E-Public Entity Project Status Summary

SCHEDULE A

PROJECT DESCRIPTION

HAZARDOUS DISCHARGE SITE REMEDIATION FUND – PUBLIC ENTITY GRANT PROGRAM

IT IS THE RESPONSIBILITY OF THE GRANTEE TO VERIFY THE FOLLOWING INFORMATION.

NJEDA APPLICATION NUMBER: P45275

Related Application Number: P43554

NAME OF GRANTEE (RECIPIENT): Township of West Orange**

Authorized Representative (Mayor): The Honorable Robert D. Parisi

Contact: John K. Sayers
Title: Business Administrator
66 Main Street
West Orange, New Jersey 07052

Phone Number: 973-325-4160

E-mail: JSayers@westorange.org

CONSULTANT FIRM NAME: **Matrix New World Engineering**
Craig McCarrick, LSRP
26 Columbia Turnpike
Florham Park, New Jersey 078932

Phone Number: 973-240-1800 Fax Number: 973-240-1818

PROJECT SITE NAME: **Selecto Flash Inc.**
18 Central Avenue, West Orange, New Jersey 07052

County: Essex
Block: 9 **Lot:** 36

ESTIMATED DEP PROJECT COSTS:	Preliminary Assessment:	Up to \$0
	Site Investigation:	Up to \$0
	Remedial Investigation:	Up to \$129,177
	Remedial Action	Up to \$0

TOTAL COSTS Up to \$129,177

TOTAL GRANT AWARD: Up to \$129,177

AUTHORIZED USE OF GRANT PROCEEDS:

Finance Preliminary Assessment and/or Site Investigation and/or Remedial Investigation and/or Remedial Action

AUTHORIZED PROJECT DESCRIPTION/SCOPE: Remedial Investigation

**** Grant Proceeds will be made out & Mailed to the Grantee at this address**

P#45275
Township of West Orange
Selecto Flash Inc.

P#45275
Township of West Orange
Project Site: Selecto Flash Inc.
Grant Award: Up to \$129,177

SCHEDULE B

PROJECT COMPLETION CERTIFICATE

The undersigned hereby certifies as follows:

1. I am an Authorized Representative of Grantee, Township of West Orange. I make this statement pursuant to Section 4 of the Agreement, by and between Grantor, the New Jersey Economic Development Authority and Grantee, dated as of [insert same date as date in Agreement]. (All undefined terms used herein shall have the same meaning ascribed to them in the Agreement).
2. The Project was completed as of _____. (date)
3. The Project is being operated as an authorized "Project" under the Act and as substantially as proposed in the Application. The Grant proceeds were used only for the purposes for which the Grant was made, and the Grantee has adhered to all terms and conditions of the Agreement.
4. Enclosed is a check for unexpended Grant proceeds, if any as determined under the attached Calculation of Unexpended Proceeds Form, payable to the Authority in accordance with Section 4.1 of the Agreement.

(Signature): _____

Name (Print): _____

Date: _____

Title: _____

Forward to the NJ Economic Development Authority at the below address the executed Project Completion Certificate along with a check, payable to the NJEDA, for unexpended funds, if any, in the amount calculated on the **CALCULATION OF UNEXPENDED PROCEEDS FORM attached.**

New Jersey Economic Development Authority
Underwriting
Attn: Kathy Junghans, Finance Officer
kjunghans@njeda.com

This Project Completion Certificate may be executed and delivered to the above Finance Officer by email with attached PDF all with the same force and effect as if the same were a fully executed and delivered original.

P#45275
Township of West Orange
Selecto Flash Inc.

SCHEDULE B**PROJECT COMPLETION CERTIFICATE (CONT'D.)****CALCULATION OF UNEXPENDED PROCEEDS FORM**

DATE PROJECT COMPLETED: _____

The following actual approved project costs have been paid:

NJ DEP Oversight (actual dollars invoiced):	\$ _____
Preliminary Assessment	\$ _____
Site Investigation	\$ _____
Remedial Investigation	\$ _____
Remedial Action	\$ _____
Contingency	\$ _____
Other costs (Itemize)	\$ _____
(A) Total Project Costs Paid:	\$ _____
(B) Project Grant Amount (from Schedule A)	\$ _____
Amount to be Remitted to NJEDA (B) – (A)	\$ _____

Kindly make checks payable to the “New Jersey Economic Development Authority” or “NJEDA” and returned with the Project Completion Certificate. Should you prefer to wire the unexpended funds instead you may do so by using the following instructions:

Wells Fargo Bank, N.A.
1 West State Street
Trenton, NJ 08608

ABA #121 000 248

ACCT # 2100009100456

New Jersey Economic Development Authority
36 West State Street
P.O. Box 990
Trenton, NJ 08625

Re: _____ Fee
(type of fee)

_____ (P _____)
(Project Name) (Project #)

This Project Completion Certificate may be executed and delivered to the above Finance Officer by email with attached PDF all with the same force and effect as if the same were a fully executed and delivered original.

P#45275
Township of West Orange
Selecto Flash Inc.

P#45275
Township of West Orange
Project Site: Selecto Flash Inc.
Grant Award: Up to \$129,177

**SCHEDULE C
CERTIFICATION OF AWARDED CONTRACTS**

The undersigned hereby certifies as follows:

1. I am an Authorized Representative of the Grantee.
2. As of the date noted below, Grantee has awarded contract(s) to the contractors listed below for preliminary assessment (PA), site investigation (SI), remedial investigation (RI), or remedial action (RA) of the "Project" defined in Schedule A of the Agreement.
3. Listed below are the contracts awarded. **Copies of said contracts are attached hereto and made a part of this certification.**
4. **Attached hereto are certified copies of each resolution(s) awarding such contract(s).**
5. All terms not defined herein shall have the means ascribed to them in the defined in the Agreement, to which this Schedule C is attached, and which was entered into by and between Grantor and Grantee.

Name of Contractor	Nature of Contract (PA, SI, RI, RA)	Date of Contract Award	Amount of Contract
1.			
2.			
3.			
4.			
5.			
-----	-----	TOTAL	\$

Authorized Representative

Dated: _____

(Signature): _____

Name(Print): _____

Title: _____

P#45275
Township of West Orange
Selecto Flash Inc.

SCHEDULE D

SAMPLE RESOLUTION

**A RESOLUTION ACCEPTING A GRANT FROM THE
HAZARDOUS DISCHARGE SITE REMEDIATION FUND PUBLIC ENTITY PROGRAM
THROUGH THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
AND THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION**

WHEREAS, Township of West Orange has applied for and has been awarded a grant in the amount of up to \$129,177 from the Hazardous Discharge Site Remediation Fund Municipal Grant Program through the New Jersey Department of Environmental Protection and the New Jersey Economic Development Authority for Remedial Investigation of the Selecto Flash Inc. property;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Township of West Orange that the above referenced grant is hereby accepted and the (Mayor, Administrator, etc.) is hereby authorized to execute grant documents as an authorized representative thereunder, as the representative for the Township of West Orange.

BE IT FURTHER RESOLVED that a comprehensive plan exists specifically for the development or redevelopment of contaminated or potentially contaminated real property in the host municipality or that a realistic opportunity exists that the Project Site will be developed or redeveloped within a three-year period from the completion of the remediation.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the New Jersey Economic Development Authority.

[SEAL]

Date Adopted by (Council/Committee): _____

Attest:

Clerk

(Council President/Mayor)

SCHEDULE E
Hazardous Discharge Site Remediation Fund (HDSRF)
Public Entity Project Status Summary

Public Entity: _____ Latest Project #: _____

Site Name: _____ Site Location: _____

Size of Site: _____ Current Zoning of Site: _____

Who owns the site: **Public Entity** **Redeveloper** **Private** **Other**

Contact: _____ County: _____

Address: _____

Phone: _____ Fax: _____

Latest Application Closing Date: _____ Total grant funding to date: _____

Has the Preliminary Assessment (PA), Site Investigation (SI) and Remedial Investigation (RI) studies been completed? If not, what is the status of the work?

	Yes	No	
PA	—	—	_____
SI	—	—	_____
RI	—	—	_____

Does the site have contamination? **Yes / No** If **yes**, describe _____

Has the site been remediated? **Yes / No** If **no**, when will it be done _____

What are the projected cleanup costs? (Please circle estimated costs)

0-\$100,000 **\$100,000 -\$ 500,000** **\$500,000 -\$1,000,000** **\$1,000,000 & over**

How was the site used previous to contamination? _____

Has the site been redeveloped? **Yes / No** If **yes**, what is the current use? _____

If the site **has not been** redeveloped, what are the plans for redeveloping the site? _____

_____.

^NAME OF MUNICIPALITY OR REDEVELOPMENT AGENCY

By: _____

Title: _____

Date: _____

New Jersey Economic Development Authority

Underwriting

Attn: Kathy Junghans, Finance Officer

kjunghans@njeda.com

This Public Entity Project Status Summary may be executed and delivered to the above Finance Officer by email with attached PDF all with the same force and effect as if the same were a fully executed and delivered original.

P#45275

Township of West Orange
Selecto Flash Inc.

RESOLUTION

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

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

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

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

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

WHEREAS, on April 10, 2018, the Township adopted resolution 102-18 authoring Matrix to submit to the DEP a supplemental application to the HDSRF Program for additional grant funding for the preparation of a Remedial Investigation Workplan to address the Areas of Concern identified in the Preliminary Assessment and Site Investigation performed on the Property; and

WHEREAS, the supplemental application for additional grant funding has been approved by letter dated April 5, 2019, see Exhibit “**A**,” annexed hereto in an amount up to \$41,934; and

WHEREAS, the Township must execute an acknowledgment and acceptance agreeing to the conditions contained in the letter in order to be provided the grant.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor is hereby authorized to execute the acknowledgment on behalf of the Township accepting and agreeing to the conditions set forth in the letter annexed hereto as Exhibit “**A**,” and be it further

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

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

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

Jerry Guarino
Council President

Adopted: May 14, 2019

Exhibit “A”



April 5, 2019

JSayers@westorange.org

John K. Sayers, Business Administrator

Township of West Orange

66 Main Street

West Orange, NJ 07052

Re: **HDSRF, NOTICE OF APPROVAL LETTER**
HDSRF, Public Entity Grant Program
Application P45524
Applicant: Township of West Orange
Project Site: Selecto Flash Inc.
Grant Award: Up to \$41,934.00

Dear Mr. Sayers:

I am pleased to inform you that the New Jersey Economic Development Authority (the "Authority") approved the application of the Township of West Orange for an up to \$41,934.00 Hazardous Discharge Site Remediation Fund (the "Fund") Grant ("Grant") from the New Jersey Department of Environmental Protection (the "Department") for the Remedial Action, along with report preparation, at the Selecto Flash Inc. site (the "Project"), as stated in your request for Grant assistance.

The Authority has approved the Grant upon the terms and conditions set forth in this notice of approval letter. No act or omission by or on behalf of the Authority shall be deemed as a waiver to any of the terms and conditions contained in this letter. Such a waiver may be made only by an instrument in writing duly executed by an authorized representative of the Authority.

NAME OF GRANTEE: Township of West Orange

PROJECT SITE: Selecto Flash Inc.
18 Central Avenue
West Orange, NJ 07052
Block 9, Lot: 36
Essex County

GRANT: Up to \$41,934.00 from the Fund

CONDITIONS:

The Grantee shall complete the Project substantially as set forth in its request for Grant assistance. *It is specifically understood and agreed that grant funds awarded for preliminary assessment or site investigation of a contaminated site must be expended within two (2) years after the date of the award; and grant funds awarded for remedial investigation of a contaminated site must be expended within five (5) years after the date of the award. Failure to expend an award of financial assistance or grant from the remediation fund within the time limits set forth herein shall result in cancellation of the award.*

It is specifically understood and agreed that the Grantee is required to complete and submit to the Authority the attached schedules (Exhibit "A"), in accordance with the terms of the grant agreement. Failure to provide said schedules in accordance with the terms of the grant agreement shall be an event of default under the Grant.

The Authority requires a valid Tax Clearance Certificate no more than 180 days old on file with the Authority at the time of closing or the Grant shall not close. Tax Clearance Certificates are issued by the Division of Taxation. To apply to receive a Tax Clearance Certificate, a Grantee must complete and submit the Application for Business Assistance Tax Clearance to the Division of Taxation.

It is specifically understood and agreed that this Grant is cross-defaulted with any other agreement entered into by the Authority and the Grantee or any other agreement entered into by the Department and the Grantee with respect to this Grant.

The interests of the Grantee and the Authority are or may be different and may conflict. The Authority's attorney represents only the Authority and does not represent the Grantee in the Grant transaction. The Grantee, therefore, is advised to employ an attorney licensed to practice in the State of New Jersey, of the Grantee's own choice, to represent the Grantee's interest in the Grant transaction.

The credit of the Grantee and all other features of the transaction shall be as represented to the Authority without material adverse change. The Grantee shall not be involved in any bankruptcy, reorganization or insolvency proceeding.

Counsel to the Authority must be satisfied with respect to the legality, validity, binding effect, and enforceability of all instruments, agreements, and documents used to effect and consummate the transactions contemplated herein.

Each unsatisfied covenant, term and condition of this notice of approval which is not expressly waived in writing by the Authority shall survive any closing hereunder. In case of any conflict between any unwaived and unsatisfied covenant, term or condition of this notice of approval and the provisions of the Grant documents delivered at or pursuant to any closing regarding this Grant, the unwaived and/or unsatisfied covenant, term or condition of this notice of approval shall control.

This notice of approval is subject to acceptance by the Grantee of the terms and conditions contained herein. This notice of approval letter must be signed and returned to the undersigned.

The Authority's commitment shall terminate and the Authority shall have no further obligation in connection with your application if this notice of approval is not signed and returned to the Authority by August 5, 2019. This Approval Letter may be executed and delivered by telecopier, email, PDF or other facsimile transmission of all with the same force and effect as if the same were a fully executed and delivered original manual counterpart.

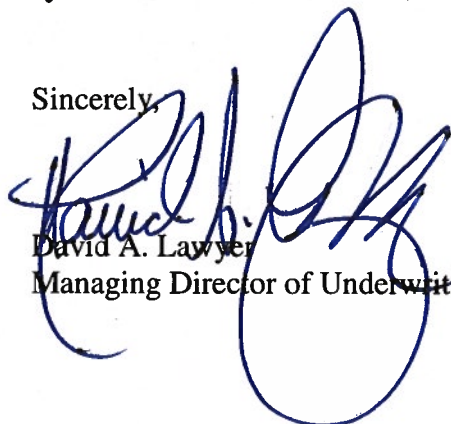
In addition, in the event that the Grant is not closed on or before 90 days from the acceptance date of the notice of approval, the Authority's obligation to provide Grant shall terminate and you will be required to submit a new application.

We are pleased to be of service to your Grant needs. If you have any questions regarding this approval letter, please contact Kathy Junghans, Finance Officer at (609) 858-6732 or kjunghans@njeda.com.

If you have any questions regarding the closing requirements for this Grant contact Sam Guman at 609-858-6760 or sguman@njeda.com.

This fully executed approval letter in its entirety should be returned to Jo Ann Walls, Administrative Assistant at jwalls@njeda.com.

Sincerely,



David A. Lawyer
Managing Director of Underwriting

SDG

cc: J. Doyon, NJDEP

ACCEPTED AND AGREED
THIS _____ DAY OF
_____, 20__ BY:

GRANTEE:

By: _____
Robert D. Parisi, Mayor

EXHIBIT "A"

Page 1 of 2

P45524
Township of West Orange
Project Site: Selecto Flash Inc.
Grant Award: Up to \$41,934.00

SCHEDULE B

PROJECT COMPLETION CERTIFICATE

The undersigned hereby certifies as follows:

1. I am an Authorized Representative of Grantee, Township of West Orange. I make this statement pursuant to Section 4 of the Agreement, by and between Grantor, the New Jersey Economic Development Authority and Grantee, dated as of [insert same date as date in Agreement]. (All undefined terms used herein shall have the same meaning ascribed to them in the Agreement).
2. The Project was completed as of _____. (date)
3. The Project is being operated as an authorized "Project" under the Act and as substantially as proposed in the Application. The Grant proceeds were used only for the purposes for which the Grant was made, and the Grantee has adhered to all terms and conditions of the Agreement.
4. Enclosed is a check for unexpended Grant proceeds, if any as determined under the attached Calculation of Unexpended Proceeds Form, payable to the Authority in accordance with Section 4.1 of the Agreement.

(Signature): _____

Name (Print): _____

Date: _____

Title: _____

Forward to the NJ Economic Development Authority at the below address the executed Project Completion Certificate along with a check, payable to the NJEDA, for unexpended funds, if any, in the amount calculated on the **CALCULATION OF UNEXPENDED PROCEEDS FORM attached.**

New Jersey Economic Development Authority
Underwriting
Attn: Kathy Junghans, Finance Officer
kjunghans@njeda.com

This Project Completion Certificate may be executed and delivered to the above Finance Officer by email with attached PDF all with the same force and effect as if the same were a fully executed and delivered original.

Page 2 of 2

SCHEDULE B

PROJECT COMPLETION CERTIFICATE (CONT'D.)

CALCULATION OF UNEXPENDED PROCEEDS FORM

DATE PROJECT COMPLETED: _____

The following actual approved project costs have been paid:

NJ DEP Oversight (actual dollars invoiced):	\$ _____
Preliminary Assessment	\$ _____
Site Investigation	\$ _____
Remedial Investigation	\$ _____
Remedial Action	\$ _____
Contingency	\$ _____
Other costs (Itemize)	\$ _____

(A) **Total Project Costs Paid:** \$ _____

(B) Project Grant Amount (from Schedule A) \$ _____

Amount to be Remitted to NJEDA (B) – (A) \$ _____

Kindly make checks payable to the "New Jersey Economic Development Authority" or "NJEDA" and returned with the Project Completion Certificate. Should you prefer to wire the unexpended funds instead you may do so by using the following instructions:

Wells Fargo Bank, N.A.
1 West State Street
Trenton, NJ 08608

ABA #121 000 248

ACCT # 2100009100456

New Jersey Economic Development Authority
36 West State Street
P.O. Box 990
Trenton, NJ 08625

Re: _____ Fee
(type of fee)

(Project Name) (P _____)
(Project #)

SCHEDULE E

Hazardous Discharge Site Remediation Fund (HDSRF) Public Entity Project Status Summary

Public Entity: _____ Latest Project #: _____

Site Name: _____ Site Location: _____

Size of Site: _____ Current Zoning of Site: _____

Who owns the site: Public Entity Redeveloper Private Other

Contact: _____ County: _____

Address: _____

Phone: _____ Fax: _____

Latest Application Closing Date: _____ Total grant funding to date: _____

Has the Preliminary Assessment (PA), Site Investigation (SI) and Remedial Investigation (RI) studies been completed? If not, what is the status of the work?

	Yes	No	
PA	—	—	_____
SI	—	—	_____
RI	—	—	_____

Does the site have contamination? Yes / No If yes, describe _____

Has the site been remediated? Yes / No If no, when will it be done _____

What are the projected cleanup costs? (Please circle estimated costs)

0-\$100,000 \$100,000 -\$ 500,000 \$500,000 -\$1,000,000 \$1,000,000 & over

How was the site used previous to contamination? _____

Has the site been redeveloped? Yes / No If yes, what is the current use? _____

If the site **has not been** redeveloped, what are the plans for redeveloping the site? _____

_____.

TOWNSHIP OF WEST ORANGE

By: _____

Title: _____

Date: _____

New Jersey Economic Development Authority

Underwriting

Attn: Kathy Junghans, Finance Officer

kjunghans@njeda.com

This Public Entity Project Status Summary may be executed and delivered to the above Finance Officer by email with attached PDF all with the same force and effect as if the same were a fully executed and delivered original.

RESOLUTION

WHEREAS, DGP Urban Renewal, LLC, is the redeveloper of the Edison Lofts, 177 Main Street, West Orange, NJ 07052, Block 66, Lot 1, commonly known as the Edison Battery Building; and

WHEREAS, DGP Urban Renewal, LLC posted a performance bond with the Township of West Orange in the amount of \$1,683,337.20 to guarantee the completion of certain site improvements as required by their Redeveloper's Agreement with the Township and which is permitted by the Municipal Land Use Law (MLUL), N.J.S.A. 40:55D-53a. (1); and

WHEREAS, in accordance with the MLUL, N.J.S.A. 40:55D-53d. (1), DGP Urban Renewal, LLC by letter dated January 16, 2019 requested a further reduction in their performance bond to reflect site improvement items completed to date; and

WHEREAS, the Township's consultant who provides site inspection services, Bowman Consulting Group, Ltd., reviewed the performance bond reduction request of DGP Urban Renewal, LLC; and

WHEREAS, by e-mail dated March 4, 2019, Eric L. Keller, P.E., Vice President, Bowman Consulting Group, recommends the release of the performance bond to reflect the completion of all site, off site and off tract improvements; and

WHEREAS, the Municipal Engineer reviewed the e-mail report of Eric L. Keller, P.E. and concurs with its findings and recommendations to reduce the performance bond posted by DGP Urban Renewal, LLC from \$676,303.20 to \$0.00 which effectively releases the performance bond subject to the posting of a maintenance bond for a two year period in the amount of \$252,500.58; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange, that the performance bond posted by DGP Urban Renewal, LLC redevelopers of the Edison Lofts, 177 Main Street, West Orange, NJ 07052, Block 66, Lot 1 to guarantee the installation of certain site improvements in the amount of \$676,303.20, be released subject to posting a maintenance bond with the Township for a two year period in the amount of \$252,500.58.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be sent to DGP Urban
Renewal, LLC, c/o Stephen Torell, Prism Capital Partners, LLC, 200 Broadacres Drive, Suite 180,
Bloomfield, NJ 07003.

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

Jerry Guarino
Council President

Adopted: May 14, 2019

RESOLUTION

A Resolution Requesting Planning Board Review of a Resolution Designating Certain Property in the Township as an Area in Need of Rehabilitation and Authorizing the Planning Board to Undertake a Preliminary Investigation to Determine Whether Certain Properties within Blocks 116 and 116.01 Qualify for Designation as a Condemnation Area in Need of Redevelopment

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Redevelopment Law”), authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of rehabilitation or redevelopment; and

WHEREAS, in accordance with the Redevelopment Law, the Township of West Orange (the “Township”) has determined that the following property should be considered for designation as an area in need of rehabilitation pursuant to N.J.S.A. 40A:12A-14a: the real property located at Block 116, Lots 44, 47, 48, 50, 51, 53, 53.01, and 55, and Block 116.01, Lots 81.03, 86, 87, 88, 89, 91, 93, 95, 96, 97, 98, 99, 100, 101 and 101.01 on the Township of West Orange Tax Map as further described in the attached Exhibit A, inclusive of any and all streets, “paper” streets, private drives and right of ways (the “Study Area”); and

WHEREAS, Leonard R. Lepore, P.E., the engineer for the Township, submitted a report, a copy of which is attached hereto as Exhibit B (the “Rehabilitation Report”), stating that the Study Area meets the criteria set forth in subsections (2) and (6) of Section 14 of the Redevelopment Law, N.J.S.A. 40A:12A-14(a), as: (i) more than half the housing stock in the delineated area is at least 50 years old, and (ii) a majority of the water and sewer infrastructure in the delineated area is at least 50 years old and is in need of repair or substantial maintenance; and that a program of rehabilitation is expected to prevent further deterioration and to promote the overall development of the Township in accordance with the requirements of Section 14 of the Redevelopment Law, N.J.S.A. 40A:12A-14(a); and

WHEREAS, N.J.S.A. 40A:12A-14(a), provides that prior to the adoption of a resolution designating the Study Area as an area in need of rehabilitation, the Township must first submit a

copy of the proposed resolution designating the Study Area to the Township of West Orange Planning Board (the "Planning Board") for its review and recommendations; and

WHEREAS, based on the findings of the Rehabilitation Report, the Township intends to designate the Study Area as an area in need of rehabilitation under the Redevelopment Law by the adoption of the resolution substantially in the form attached hereto as Exhibit C; and

WHEREAS, the Township desires to also explore whether the Study Area may be an appropriate area for consideration for redevelopment; and

WHEREAS, the Redevelopment Law sets forth specific procedures for establishing an area in need of redevelopment; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-6, prior to the Township making a determination as to whether the Study Area qualifies as an area in need of redevelopment, the Township Council must authorize the Planning Board, by resolution, to undertake a preliminary investigation to determine whether the Study Area meets the criteria of an area in need of redevelopment set forth in N.J.S.A. 40A:12A-5; and

WHEREAS, the Township Council wishes to direct the Planning Board to undertake such preliminary investigation to determine whether the Study Area meets the criteria for designation as an area in need of redevelopment pursuant to N.J.S.A. 40A:12A-5 and in accordance with the investigation and hearing process set forth at N.J.S.A. 40A:12A-6; and

WHEREAS, the Township Council hereby states that any redevelopment area determination shall authorize the municipality to use all those powers provided by the Redevelopment Law for use in a redevelopment area, including the use of eminent domain (hereinafter referred to as a "Condemnation Redevelopment Area"); and

WHEREAS, the notice of any hearing to be conducted by the Planning Board with regards to this resolution shall specifically state that a Condemnation Redevelopment Area determination shall authorize the municipality to exercise the power of eminent domain to acquire property in the Study Area.

NOW, THEREFORE, BE IT RESOLVED that the Township Council hereby directs that the Township Clerk transmit a copy of this resolution, inclusive of Exhibit A, Exhibit B and Exhibit C, to the Township Planning Board for its review and recommendations regarding the area in need of rehabilitation designation to the Township Council within forty-five (45) days of receipt of this resolution, pursuant to Section 14 of the Redevelopment Law, N.J.S.A. 40A:12A-14a; and

BE IT FURTHER RESOLVED that the Township Council hereby directs the Planning Board to conduct the necessary investigation and to hold a public hearing to determine whether the Study Area defined hereinabove qualifies for designation as a condemnation area in need of redevelopment under the criteria and pursuant to the public hearing process set forth in N.J.S.A. 40A:12A-1, *et seq.*; and

BE IT FURTHER RESOLVED that the Township Council hereby states that any Condemnation Redevelopment Area determination shall authorize the municipality to use all those powers provided by the Redevelopment Law for use in a redevelopment area, including the use of eminent domain; and

BE IT FURTHER RESOLVED that the notice of any hearing to be conducted by the Planning Board with regards to this Resolution shall specifically state that a Condemnation Redevelopment Area determination shall authorize the municipality to exercise the power of eminent domain to acquire property in the Study Area; and

BE IT FURTHER RESOLVED that the Planning Board shall submit its findings and recommendations to the Township Council in the form of a Resolution and map showing the boundary of the proposed redevelopment area, along with supportive documentation; and

BE IT FURTHER RESOLVED that if the Township Council designates the Study Area as an area in need of rehabilitation or redevelopment it hereby authorizes the Planning Board to prepare a redevelopment plan which shall be subject to the review and approval of the Township Council; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the Township Clerk, Chief Financial Officer, Planning Board and Planning Board Secretary.

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

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

Jerry Guarino
Council President

Adopted: May 14, 2019

Exhibit A

The Study Area consists of the following properties identified by block and lot and address in accordance with the City Tax Records and as shown on the attached tax map, along with the adjacent streets, “paper” streets, private drives and right of ways.

Block 116, Lot 44	239-245 Main Street
Block 116, Lot 47	247 Main Street
Block 116, Lot 48	249 Main Street
Block 116, Lot 50	251 Main Street
Block 116, Lot 51	253-255 Main Street
Block 116, Lot 53	259 Main Street
Block 116, Lot 53.01	257 Main Street
Block 116, Lot 55	Kling Street
Block 116.01, Lot 81.03	Kling Street
Block 116.01, Lot 86	261 Main Street
Block 116.01, Lot 87	263 Main Street
Block 116.01, Lot 88	265-267 Main Street
Block 116.01, Lot 89	269-271 Main Street
Block 116.01, Lot 91	273 Main Street
Block 116.01, Lot 93	955 Main Street
Block 116.01, Lot 95	277 Main Street
Block 116.01, Lot 96	279-281 Main Street
Block 116.01, Lot 97	283 Main Street
Block 116.01, Lot 98	285 Main Street
Block 116.01, Lot 99	92 Washington Street
Block 116.01, Lot 100	88 Washington Street
Block 116.01, Lot 101	86 Washington Street

84 Washington Street



Exhibit B
The Rehabilitation Report

Exhibit C

RESOLUTION

Designating Certain Property In The Township As An Area In Need Of Rehabilitation

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* (the “**Redevelopment Law**”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of rehabilitation; and

WHEREAS, in accordance with the Redevelopment Law, the Township of West Orange (the “**Township**”) has determined that the following property should be considered for designation as an area in need of rehabilitation pursuant to N.J.S.A. 40A:12A-14a: the real property located at Block 116, Lots 44, 47, 48, 50, 51, 53, 53.01, and 55, and Block 116.01, Lots 81.03, 86, 87, 88, 89, 91, 93, 95, 96, 97, 98, 99, 100, 101 and 101.01 on the Township of West Orange Tax Map as further described in the attached Exhibit A, inclusive of any and all streets, “paper” streets, private drives and right of ways (the “**Study Area**”); and

WHEREAS, Leonard R. Lepore, P.E., the engineer for the Township, submitted a report, a copy of which is attached hereto as Exhibit B (the “**Rehabilitation Report**”), stating that the Study Area meets the criteria set forth in subsections (2) and (6) of Section 14 of the Redevelopment Law, N.J.S.A. 40A:12A-14(a), as: (i) more than half the housing stock in the delineated area is at least 50 years old, and (ii) a majority of the water and sewer infrastructure in the delineated area is at least 50 years old and is in need of repair or substantial maintenance; and that a program of rehabilitation is expected to prevent further deterioration and to promote the overall development of the Township in accordance with the requirements of Section 14 of the Redevelopment Law, N.J.S.A. 40A:12A-14(a); and

WHEREAS, N.J.S.A. 40A:12A-14(a), provides that prior to the adoption of a resolution designating the Study Area as an area in need of rehabilitation, the Township must first submit a copy of the proposed resolution designating the Study Area to the Township Planning Board for its review and recommendations; and

WHEREAS, on April 30, 2019, the Township, acting by resolution, referred a copy of the Rehabilitation Report and this resolution to the Planning Board for review and comment pursuant to Section 14 of the Redevelopment Law, N.J.S.A. 40A:12A-14(a); and

WHEREAS, based on the Rehabilitation Report, the Planning Board found that the Study Area satisfied the statutory criteria to be designated as an area in need of rehabilitation under Section 14 of the Redevelopment Law, N.J.S.A. 40A:12A-14(a); and

WHEREAS, on [____], the Planning Board, acting by resolution, reviewed this resolution and recommends its adoption and the designation of the Property as an area in need of rehabilitation in accordance with Section 14 of the Redevelopment Law, N.J.S.A. 40A:12A-14(a),

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Orange as follows:

Section 1. The aforementioned recitals are incorporated herein as though fully set forth at length.

Section 2. The Township Council hereby designates the Study Area as an area in need of rehabilitation pursuant to Section 14 of the Redevelopment Law, N.J.S.A. 40A:12A-14(a).

Section 3. A copy of this resolution shall be available for public inspection at the offices of the Township Clerk.

Section 4. This resolution shall take effect immediately.



TOWNSHIP OF WEST ORANGE

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

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI

Mayor

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: llepore@westorange.org

LEONARD R. LEPORE

Director/Municipal Engineer

May 7, 2019

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

RE: **AREA IN NEED OF REHABILITATION**
MAIN STREET, EAST SIDE
BABCOCK PLACE TO WASHINGTON STREET
BLOCKS 116 AND 116.01

Mayor Parisi, Council President Guarino and Council Members:

Pursuant to the Local Redevelopment and Housing Law, NJSA 40A:12A-14, the area along the easterly side of Main Street between Babcock Place and Washington Street in Blocks 116 and 116.01 is an area in need of rehabilitation due to the age of the water and sewer infrastructure and the housing stock there. Specifically NJSA 40A-12A-14(a) states the governing body may designate all or part of the Municipality as being in need of rehabilitation if it determines by Resolution that there exists in that area conditions such that a majority of the water and sewer infrastructure in the delineated area is at least 50 years old and is in need of repair or substantial maintenance, and /or more than half of the housing stock in the delineated area is at least 50 years old. The sanitary sewer system in this section of Main Street is over a century old dating back to the turn of the nineteenth and twentieth centuries. The water main here was installed in 1892. The existing housing stock in this area was constructed during the period 1871 to 1932.

The sanitary sewer mains are made of vitrified clay, a very brittle material, and the pipe joints are oakum sealed with lead. Additionally, the manholes along Main Street are brick with mortar joints. Over time the joints between pipes and the joints between the brick courses in the manholes deteriorate, allowing for the infiltration of groundwater into the sanitary sewer system. During wet weather periods this extraneous flow causes sewage flow rates to rise considerably resulting in sewage backups into basements or surcharging of manholes causing discharges into the street. Even during dry weather periods and peak daily flow times such as early mornings, the sewer mains are nearly full. There is little capacity for additional flow in dry weather periods let alone wet weather periods. To accommodate future dry weather flows and to reduce flows from infiltration, the sanitary sewer mains and sanitary

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sewer manholes in this section of Main Street need to be replaced with larger pipes with water tight joints and new manholes of precast concrete.

The water main here along Main Street is only eight inches in diameter, and it supplies the network of water mains on streets that intersect Main Street with potable water for both domestic and firefighting purposes. In other sections of West Orange the local water purveyor, New Jersey American Water Company, has upgraded its distribution system along main roadways to 12 inch and 16 inch diameter water mains which then supply the intersecting streets and adjoining neighborhoods with potable water. This has assured adequate domestic water supply but more importantly the larger mains provide improved flows for firefighting. Main Street and surrounding neighborhoods are some of the most densely populated areas in the Township with most construction of wood frame. To provide higher water flow rates for firefighting, the eight inch water main in Main Street needs to be enlarged.

Additionally I reviewed the age of the existing housing stock along Main Street in these two blocks with the records on file in the office of the Tax Assessor, Kevin Dillon. In Block 116, there are a total of 45 housing units including 34 in the Llewellyn Hotel. These units were constructed during the period 1882 to 1932. In Block 116.01 there are a total of 23 housing units with construction during the period 1871 to 1923.

Along Main Street and in particular between Babcock Place and Washington Street, the age of the sewer and water infrastructure and the existing housing stock is well in excess of 50 years. Furthermore, the age of the sanitary sewer system results in high levels of infiltration during wet weather periods leading to sewer surcharging and overflows. Additionally, the size of the water main in Main Street limits fire flow rates in this section of West Orange. Both the sewer and water system along Main Street need to be improved. A rehabilitation program will promote the improvement of the water and sewer system and the existing housing stock which will improve the public welfare for those along Main Street and surrounding neighborhood.

Very truly yours,



Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/az

Resolution

WHEREAS, the Township of West Orange is the owner of certain surplus property which is no longer needed for public use; and

WHEREAS, the Township is desirous of selling said surplus property in an “as is” condition without express or implied warranties.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, the following:

- (1) The sale of the surplus property shall be conducted through GovDeals.com pursuant to the NJ Division of Local Government Services (DLGS) in accordance with Local Finance Notice LFN 2008-9. The terms and conditions of the agreement entered into with GovDeals is available online at govdeals.com and available from the Township of the Township of West Orange.
- (2) The sale shall be conducted online and the address of the auction site is govdeals.com.
- (3) A list of the surplus property is attached hereto as Exhibit “A”.
- (4) The surplus property identified shall be sold in an “as-is” condition without express or implied warranties with the successful bidder required to execute a Hold Harmless and Indemnification Agreement concerning use of said surplus property.
- (5) The Township of West Orange reserves the right to accept or reject any bid submitted.

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

Jerry Guarino
Council President

Adopted: May 14, 2019

EXHIBIT “A”

2019 AUCTION LIST

VEHICLE#	YEAR	MAKE	MODEL	VIN#
POL 101	2002	FORD	EXPLORER	1FMZU72E82ZB08938
POL 102	2002	FORD	EXPLORER	1FMZU72E02ZB00199
POL 66	2014	FORD	EXPLORER	1FM5K8AR5EGC61209
DPW 75	2004	CHEVY	PICKUP	1GCEC14X24Z272965
DPW 11	1986	MACK	4X4 DUMP	1M2S137C9GA001445
POL 42	2010	DODGE	CHARGER	2B3AA4CT7AH116518
POL 57	2005	DODGE	DURANGO	1D8HB38N05F594173
POL 58	2013	FORD	EXPLORER	1FM5K8AR7DGB90562
POL 60	2001	FORD	CROWN VIC	2FAFP71W61X180515
JD 6	1991	JOHN DEERE	LOADER	DW544ED535693
DPW 13	2004	CHEVY	PICK UP	1GCEC14X94Z272882
Rec 33	2007	Ford	Explorer	1FMEU73E27UA97016
Bus 1	2006	Ford	E450BUS	1FDXE45P16HA93355

**RESOLUTION AUTHORIZING THE ISSUANCE OF A
DUPLICATE TAX SALE CERTIFICATES PURSUANT TO
N.J.S.A. 54:6-52.1**

WHEREAS, the Tax Collector of this municipality has previously issued tax sale certificates to Lienholders.....”PRO Capital,LLC, ActLien Holding,Inc and Tower DBW”

WHEREAS, said certificates dated November 14, 2018, were issued for parcels that these lienholders purchased. **31 TOTAL CERTIFICATES.**

WHEREAS, the purchasers of the aforesaid tax sale certificates have indicated to the Tax Collector that these said certificates were sent out to Essex County for recording and were recorded and were mailed back to US Bank in Philadelphia, holder of said certificates but were never received. The Essex County Hall of Records’ office has produced copies of the certified recorded certificates that were lost with the US Postal Service.

NOW THEREFORE, be it resolved by the Mayor and Governing Body of the Municipality of the Township of West Orange that the Tax Collector of the municipality be and is hereby authorized, upon receipt of the appropriately executed and notarized Loss Affidavit and the payment of a fee of \$100.00 to issue appropriate duplicate tax sale certificates to the said purchasers covering the certificates lost as previously described all in accordance with the requirements of Chapter 99 of public Laws of 1997.

BE IT FURTHER RESOLVED that a copy of this Resolution and the Loss Affidavit be attached to the duplicate certificate to be issued to said purchased and that said duplicate certificate shall be stamped or otherwise have imprinted upon it the word “Duplicate” as required by law.

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

Jerry Guarino
Council President

Adopted: May 14, 2019

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) maintains a collective bargaining agreement (“CBA”) with the West Orange Fire Superior Officer’s Association (“FSOA”) regarding the employment of FSOA members by the Township; and

WHEREAS, a memorandum of agreement is needed to govern the wages and benefits for FSOA members employed by the Township; and

WHEREAS, the Township and FSOA have agreed to modify the CBA in accordance with the terms and conditions set forth in the Memorandum of Agreement annexed hereto as Exhibit “A” for the period between January 1, 2018 through December 31, 2022 (the “MOA”), with the effect that all other provisions in the CBA not modified by the MOA remain in full force and effect; and

NOW, BE IT HEREBY RESOLVED by the Township Council of the Township of West Orange, that the Mayor be and hereby is authorized to execute the MOA, and the Municipal Clerk is authorized to attest to the Mayor’s signature; and it is further

RESOLVED that the Township’s Labor Counsel is directed to incorporate the terms of the MOA into the CBA for subsequent execution by all parties; and it is further

RESOLVED that this Resolution shall be published and made available in the Clerk’s office for reasonable inspection in accordance with applicable law.

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

Jerry Guarino
Council President

Adopted: May 14, 2019

Exhibit “A”

MEMORANDUM OF AGREEMENT

The Township of West Orange (the “Township”) and the West Orange Fire Superior Officers Association (“FSOA”) on this _____ day May, 2019 agree to recommend the ratification and approval of the following agreements:

1. Upon Retirement the Township Shall Pay for the Cost of RETIREE Health and Prescription Coverage for all Fire Superior Officers, who are Employed on the Date the New Contract is Signed. Each Fire Superior Officer, Employed on the Date the New Contract is Signed Shall Be Listed Individually by Name in the New Contract.
2. The Township Shall Pay in Full This Cost for The Duration of Their Retirement Life Including Surviving Spouse Coverage and All Eligible Family Members.
3. The EMT Stipend Shall be Increased by \$1000.00 Dollars for all Fire Superior Officers, who Possess an EMT Certification and Shall be Payable in the First (1st) Payroll of 2019.

4. Five Year Base Salary Increases:

2018	1/1/18	0 %		
2019	1/1/19	0 %		
2020	1/1/20	1.50 %	7/1/20	1.50 %
2021	1/1/21	1.50 %	7/1/21	1.50 %
2022	1/1/22	1.50 %	7/1/22	1.50 %

5. All Fire Superior Officer, Hired After the Date the New Contract is Signed, Will Not Receive RETIREE Health and Prescription Coverage. Each Fire Superior Officer, Employed on the Date the New Contract is Signed Shall Maintain Their RETIREE Health and Prescription Coverage and Shall be Listed Individually by Name in the New Contract.
6. All Fire Superior Officers, Hired After the Date the New Contract is Signed, Will Not Receive Longevity Pay. Each Fire Superior Officer, Employed on the Date the New Contract is Signed Shall Maintain Their Longevity Pay and Shall be Listed Individually by Name in the New Contract.
7. Existing Health and Prescription Benefit Coverage Cost Calculated Based on Previously Negotiated Contracts Will All Convert to Chapter 78 Guidelines. All

Current and Future Fire Superior Officers, Will Contribute to Health and Prescription Costs in Accordance with Current Chapter 78 Guidelines.

8. Article 17, Insurance, Section C, Lay-Offs and Demotions Shall be Eliminated in the New Contract.
9. All Fire Superior Officers Hired After January 1, 2010 Will Receive a One Point Five Percent (1.5%) Increase in Their Longevity Pay, in Their Twenty Fourth Year (24th) of Employment, Increasing the 24th Year Percentage From Ten Percent (10%) to Eleven Point Five Percent (11.5%).

TOWNSHIP OF WEST ORANGE

**WEST ORANGE FIRE SUPERIOR
OFFICERS ASSOCIATION**

Date: _____

Date: _____

**AN ORDINANCE AMENDING CHAPTER 25, SECTION 3.2 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(Zone Map)**

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 all or part of certain lots in Block 117 from B-1 Business to I Industry consistent with recommendations from the Township's Planning Director.

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 a B-1 District and place them in an I District:
 - (a) Block 117, portions of Lots 39 and 39.01.
 - (b) Block 117, Lot 48.01.
- 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. 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.

IX. 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.

X. 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

Jerry Guarino, Council President

Introduced: March 19, 2019

Adopted:

Legislative History

This Ordinance rezones two parcels that have split lot zoning and one adjacent parcel in the same tax block from B Business to I Industry consistent with existing uses on these properties. These revisions are being made consistent with the recommendations from the Township's Zoning Director as set forth in the memorandum annexed hereto as Exhibit "A."

Exhibit “A”



TOWNSHIP OF WEST ORANGE

66 MAIN STREET, WEST ORANGE, N.J. 07052

Department of Planning and Development

ROBERT D. PARISI
Mayor

Tel: (973) 325-4110
Fax: (973) 325-6359
Email: planning@westorange.org

TO: Richard Trenk, Esq., Township Attorney
FROM: Paul Grygiel, AICP, PP, Planning Director
DATE: March 4, 2019
RE: **Potential Rezoning – Portion of Block 117**

I have looked into an issue raised by the Downtown West Orange Alliance regarding split zoning of certain properties in the Tory Corner section of downtown West Orange. It is my recommendation that consideration be given to adjusting the zone boundary between the B-1 Business zone and the I Industrial zone in Block 117 for the reasons described below.

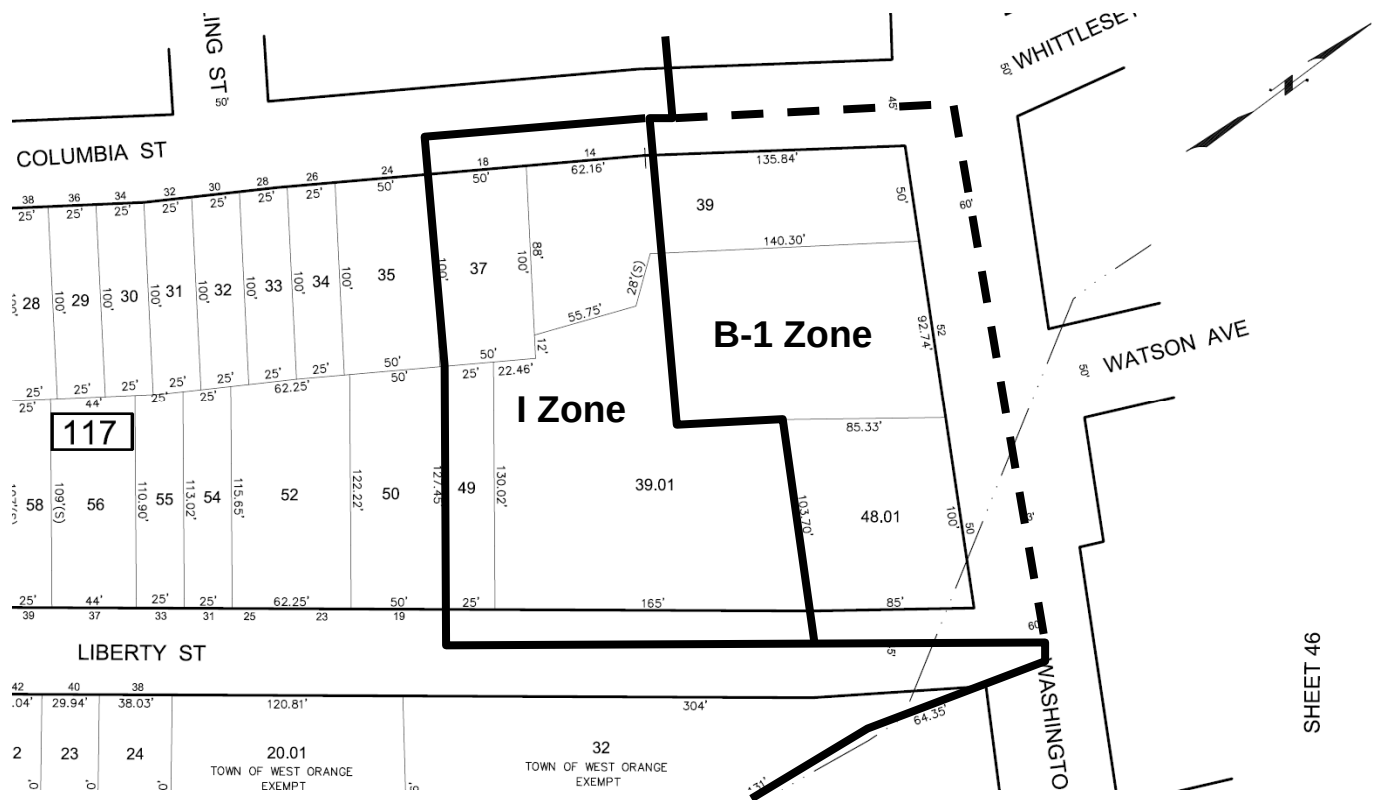
All properties fronting on Washington Street in Tory Corner are located in the B-1 zone, other than Washington School located at the intersection of Main Street and Washington Street. On the south side of Washington Street, the B-1 zone boundary runs along lot lines except in one location: Block 117. On that block, two parcels (Lots 38.01 and 39) are split between the B-1 and I zones. It is noted that these two parcels and the other lot in Block 117 fronting on Washington Street (Lot 48.01) are developed with uses that are not permitted in the B-1 zone (automobile and truck repair and automobile sales). Moving the zone boundary to Washington Street to include the entirety of Lots 38.01 and 39, as well as Lot 48.01, in the I zone would eliminate this nonconforming condition.

A counterargument could be made that the intention of including the northern portions of Lots 38.01 and 39 and Lot 48.01 in the B-1 zone is to encourage their transformation to permitted uses. However, the New Jersey Municipal Land Use Law (MLUL) at N.J.S.A. 40:55D-62a requires zoning ordinances to “be drawn with reasonable consideration to the character of each district and its peculiar suitability for particular uses and to encourage the most appropriate use of land.” Given the existing uses on these parcels, it may be appropriate for the Township Council to reconsider their placement all or in part in the B-1 zone.



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Below is a map showing the existing zone boundaries at the northern end of Block 117 and the potential change to this boundary.



Legend:

- Existing zone boundary
- - Potential amended zone boundary



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**AN ORDINANCE AMENDING CHAPTER 25, SECTION 3.2 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(Zone Map)**

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 all or part of certain lots in Block 117 from B-1 Business to I Industry consistent with recommendations from the Township's Planning Director.

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 a B-1 District and place them in an I District:
 - (a) Block 117, portions of Lots 39 and 39.01.
 - (b) Block 117, Lot 48.01.
- 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. 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.

IX. 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.

X. 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

Jerry Guarino, Council President

Introduced: March 19, 2019

Adopted:

Legislative History

This Ordinance rezones two parcels that have split lot zoning and one adjacent parcel in the same tax block from B Business to I Industry consistent with existing uses on these properties. These revisions are being made consistent with the recommendations from the Township's Zoning Director as set forth in the memorandum annexed hereto as Exhibit "A."

Exhibit “A”



TOWNSHIP OF WEST ORANGE

66 MAIN STREET, WEST ORANGE, N.J. 07052

Department of Planning and Development

ROBERT D. PARISI
Mayor

Tel: (973) 325-4110
Fax: (973) 325-6359
Email: planning@westorange.org

TO: Richard Trenk, Esq., Township Attorney
FROM: Paul Grygiel, AICP, PP, Planning Director
DATE: March 4, 2019
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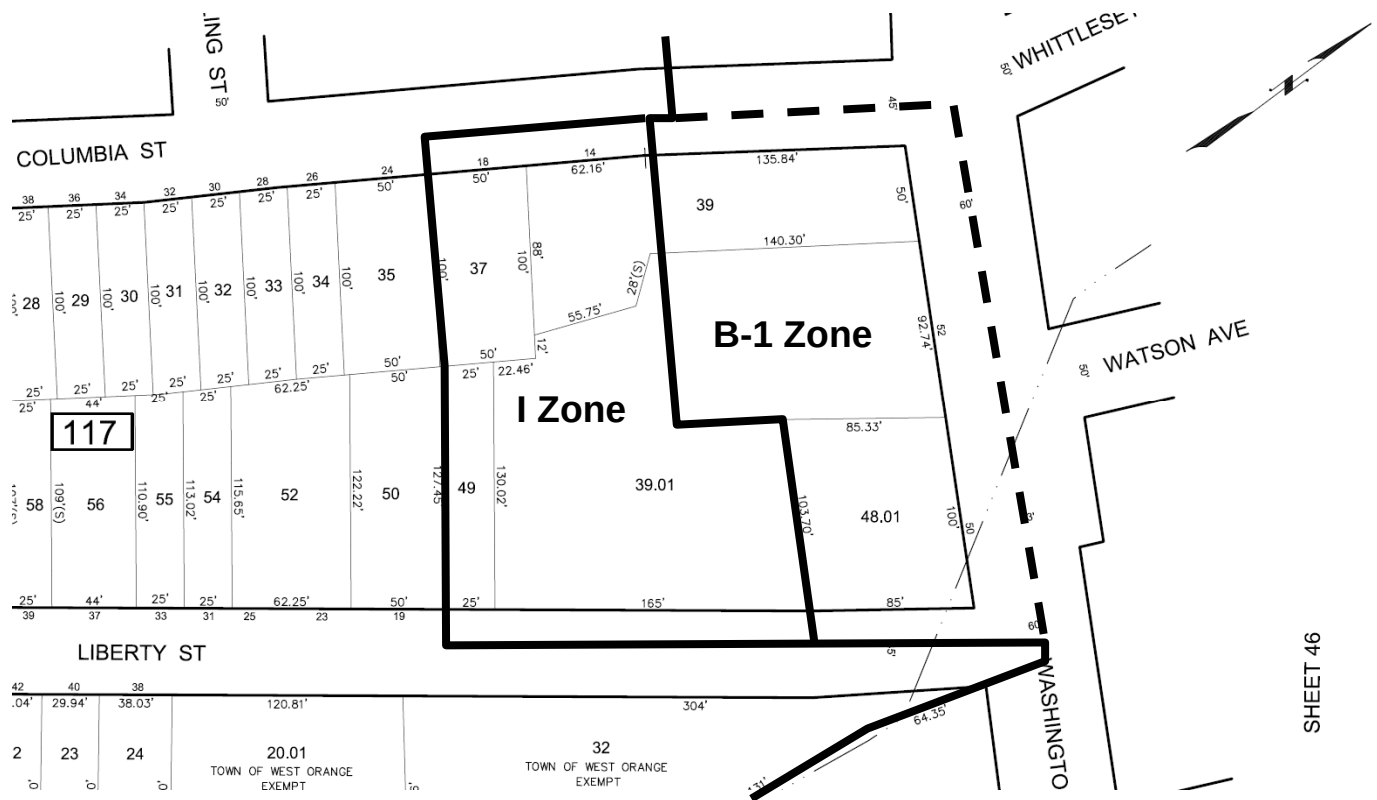
All properties fronting on Washington Street in Tory Corner are located in the B-1 zone, other than Washington School located at the intersection of Main Street and Washington Street. On the south side of Washington Street, the B-1 zone boundary runs along lot lines except in one location: Block 117. On that block, two parcels (Lots 38.01 and 39) are split between the B-1 and I zones. It is noted that these two parcels and the other lot in Block 117 fronting on Washington Street (Lot 48.01) are developed with uses that are not permitted in the B-1 zone (automobile and truck repair and automobile sales). Moving the zone boundary to Washington Street to include the entirety of Lots 38.01 and 39, as well as Lot 48.01, in the I zone would eliminate this nonconforming condition.

A counterargument could be made that the intention of including the northern portions of Lots 38.01 and 39 and Lot 48.01 in the B-1 zone is to encourage their transformation to permitted uses. However, the New Jersey Municipal Land Use Law (MLUL) at N.J.S.A. 40:55D-62a requires zoning ordinances to “be drawn with reasonable consideration to the character of each district and its peculiar suitability for particular uses and to encourage the most appropriate use of land.” Given the existing uses on these parcels, it may be appropriate for the Township Council to reconsider their placement all or in part in the B-1 zone.



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Below is a map showing the existing zone boundaries at the northern end of Block 117 and the potential change to this boundary.



Legend:

- Existing zone boundary
- - Potential amended zone boundary



**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

Susan McCartney, Acting 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 license for use of the Premises during the term of the Agreement subject to the following conditions:

- (i) Licensee shall provide at least eight (8) programs annual at the Premises.
- (ii) 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, which shall be limited to non-profit organizations, will be subject to the attached rules and regulations, incorporated herein by reference, 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. All licensees of the Premises shall be subject to the terms and conditions of this License Agreement, which will be indicated in such Sublicense Agreement ("Sublicense Agreement"). These sublicenses shall be mutually agreed upon by the Township and the Licensee.

- (iii) Programming content shall be family oriented and subject to the prior approval of the Township Business Administrator until such time as the Township established a board by Ordinance to review and approve programming at the Premise (the "Board"). After the Township establish the Board, all programing shall be subject to the prior approval of the Board. No later than thirty (30) days prior to any program or event, Licensee shall provide a fully summary and description of any event or program for which the Licensee intends to hold at the Premises.
- (iv) No later than thirty (30) days from the execution of this License Agreement, Licensee shall provide a proposed schedule to the Township Business Administrator and the Township Director of Recreation a schedule of proposed programs until April 30, 2020, which shall include a schedule of all days and times the Licensee shall be utilizing the Premises for programs or events (the "Proposed Schedule"). Any additions or revisions to the Proposed Schedule shall be subject to the approval of the Township Business Administrator and the Township Director of Recreation and must be provided no later than fourteen days (14) prior to the date to be added or revised. No later than April 30 of each year, Licensee shall provide a new proposed schedule for each year subject to the requirements of this provision.
- (v) Any and all sub-licenses under this License Agreement shall be subject to the approval of the Board.

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 Licensee and/or persons or entities who will execute a sub-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 mortgages 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.** Licensee shall make available for inspection to the Township and/or the Board any and all financial records from the operation of the Premises upon three (3) days notice, including any financial records related to event or programs conducted by Licensee at the Premises. 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 and the Board 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 Licensee's continued tax-exempt status pursuant to both State and Federal law.
- (v) Annual financial statement for the Licensee reflecting its income, expenses, assets and liabilities as of December 31st of the preceding year.

Within thirty (30) days from the submission of its report to the Township Business Administrator and the Board, Licensee shall also appear before the Township Council at a regularly scheduled meeting to present the information contained in the report to the members of the Township Council.

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 May, 2019.**

Township of West Orange
a New Jersey Municipal Corporation, Township

By: Robert Parisi, Mayor

By: Clerk, Township of West Orange

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

By: Camille Vecchio- DiLorenzo, President

By: Elizabeth Vecchio, Secretary

Oskar Schindler Performing Arts Center (OSPAC)

Rules and Regulations

The following Rules and Regulations shall apply for all uses and any Sublicensee of the Premises known as the Oskar Schindler Performing Arts Center ("OSPAC"). All Rules and Regulations are subject to change with approval of the Township of West Orange. Capitalized terms not defined herein are defined in either the License Agreement or the Sublicense Agreement.

- 1. Staff:** Sublicensee shall utilize a prepared, certified or licensed personnel with regard to any electrical systems at the Premises. **Additional technical staff as described in the sublicense agreement**
- 2. Supervisory Personnel:** Sublicensee will be held responsible for the proper use of OSPAC. It must provide sufficient supervision to monitor the conduct of all the persons attending and shall insure that the activities are confined to the areas and hours requested and agreed upon in the application. Sublicensee must identify a site manager who will be at OSPAC during the entire term of the license. **Additional site managers as described in the sublicense agreement**
- 3. Loss or Damage:** In the event that property loss or damage is incurred during such use or occupancy the amount of damages shall be determined by the Township and Licensee and a bill for damages will be presented to the Sublicensee. To avoid conflict as to any loss or damages, a pre inspection will be made and a post performance inspection will also be completed. Both the pre and post inspection must be signed off by an authorized representative of Licensee.
- 4. Approval of Sublicensee:** All applicants requesting use must be approved by Licensee.
- 5. Cancellations:** A written request for cancellation must be received no less than thirty (30) days in advance of the agreed upon starting time. Failure to cancel shall obligate the applicant to pay a custodial service fee and any other expenses incurred. Cancellation shall be permitted more than thirty (30) days of load in for performance fifty (50%) percent of deposit will be forfeited for cancellation. The full contract amount will be due for any cancellation within the thirty (30) day period before the performance. Rain dates, **if applicable**, will be declared in the sublicense contract. Sublicensee shall be responsible for payment in the event of weather delays or cancellations. Neither Township nor LICENSEE shall be held responsible for cancellations due to causes beyond its control, such as strikes, lockouts or force majeure. Weather rescheduling shall be subject to Licensee's schedule and availability. No guarantees exist as to rescheduled dates.
- 6. Safety Coverage:** All Sublicensees must provide spectators insurance listing the Township and Licensee as additional insureds. Sublicensee is responsible for arranging and paying for the appropriate safety coverage. Sublicensee must present proof of insurance coverage to the Licensee and Township Business Administrator **at the time the sublicense agreement is signed** least three (3) business days in advance of all usage.

- 7. Safety Regulations:** Sublicensee must comply and observe all local, state and federal safety regulations and laws at all times.
- 8. Drinking, Drugs, Profane language and Smoking:** The sale and/or use of alcoholic beverages, drugs, tobacco products, profane language or gambling in any form is strictly forbidden at all times. **Subject to the details of the sublicense agreement**
- 9. Custodial/Supervisory Care:** Adequate custodial service is mandatory. Each Sublicensee using OSPAC must assign sufficient custodial/supervisory personnel for continuous duty during the time agreed upon in the application. The Licensee will indicate the number of custodians required dependent upon the size of the event, the day of the week, and the set up required. The Sublicensee will be charged the current custodial rate. The fee to be charged will be based on when the custodian reported for the event and until he or she has finished the necessary cleaning up at the conclusion of the event with a minimum charge of four (4) hours. This paragraph shall not apply to West Orange Township events where custodial services are provided by the Township. Approval of custodial services provided by Sublicensee must be approved by Executive Director prior to such services being utilized showing adequate liability insurance for such service.
- 10. Fees:** All checks shall be made payable to Licensee. A non-refundable deposit of 50% of the total cost for the rental agreement must be paid by the applicant at the time that the agreement is made which can be entered into no later than 30 days prior to the first day of rental period. There shall also be a security deposit in an amount fixed by Licensee. For each rental all or a portion of the deposit will be returned at the conclusion of the contract unless the Licensee finds cause to retain it for loss or damage in or to the facility or property. Final payment is due two (2) days before load in. Billing for remaining rental fees, technical cost, custodial cost and other expenses from the rental agreement will be sent upon completion of the event. Payment of these services will be expected within ten (10) days of the billing date.
- 11. Written Material:** All written material including advertisements, brochures, etc. must be approved by Licensee before issuance.

All media and promotional materials released on behalf of the Sublicensee organization must refer to OSPAC in the following manner:

- a) To be performed (or held) at the Oskar Schindler Performing Arts Center

4 Boland Drive West Orange NJ 07052

- 12. Liability Coverage and Indemnification:** In consideration for allowing the use or license of OSPAC, the Sublicensee shall covenant and agree at all times to indemnify and hold harmless the Township and Licensee, its board, officers and employees, to the fullest extent permitted by law, from any claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees and legal costs, arising out of the use of these rental Premises and all Licensee facilities, by the Sublicensee, its officers, employees, agents, representatives, contractors, customers, guests, and invitees.

Insurance: As evidence of its financial ability to indemnify the Township and Licensee, during the term of this agreement, the Sublicensee shall obtain and pay premiums for Commercial General Liability insurance protecting the parties hereto, their agents, officers, elected officials, representatives, or employees because of bodily injury, property damage, personal injury or products liability incurred by the parties in the performance of the terms of this lease, such policy to provide limits not less than \$1 million per occurrence. A Certificate of Insurance naming Township and Licensee as an Additional Insured shall be provided upon signing of the Sublicense Agreement. Such insurance contracts shall be with companies acceptable to Licensee.

The insurance certificate shall require ten (10) days prior written notice to all parties hereto of any cancellation. Sublicensee shall be responsible to obtain its own liability coverage for theft or other such casualty loss. Licensee and the Township shall not be held responsible for any loss to the personalty of Sublicensee.

REDLINE 5/14/19

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 ~~license for exclusive~~ use of the Premises during the term of the Agreement subject to the following conditions:-

(i) Licensee shall provide at least eight (8) programs annual at the Premises.

(ii) 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

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preproduction purposes, such as rehearsal and stage setup in building. All other such outside community users, which shall be limited to ~~must be non-profit organizations, and~~ will be subject to the attached rules and regulations, incorporated herein by reference, 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. All licensees of the Premises shall be subject to the terms and conditions of this License Agreement, which will be indicated in such Sublicense Agreement ("Sublicense Agreement"). These sublicenses shall be mutually agreed upon by the Township and the Licensee.

(iii) Programming content shall be family oriented ~~according to the purient interests of the community as determined and subject to the prior approval of~~ the Township Business Administrator ~~until such time as the Township established a board by Ordinance to review and approve programming at the Premise (the "Board"). After the Township establish the Board, all programing shall be subject to the prior approval of the Board, and OSPAC.~~ No later than thirty (30) days prior to any program or event, Licensee shall provide a fully summary and description of any event or program for which the Licensee intends to hold at the Premises.

(iv) No later than thirty (30) days from the execution of this License Agreement, Licensee shall provide a proposed schedule to the Township Business Administrator and the Township Director of Recreation a schedule of proposed programs until April 30, 2020, which shall include a schedule of all days and times the Licensee shall be utilizing the Premises for programs or events (the "Proposed Schedule"). Any additions or revisions to the Proposed Schedule ~~All licensees of the Premises through OSPAC shall be subject to this master Agreement, which will be indicated in such sSublicensing aAgreement ("Sublicense Agreement"). The sublicense shall be mutually agreed upon by the Township and the Licensee, shall be subject to the approval of the Township Business Administrator and the Township Director of Recreation and must be provided no later than fourteen days (14) prior to the date to be added or revised. No later than April 30 of each year, Licensee shall provide a new proposed schedule for each year subject to the requirements of this provision.~~

~~6-(v)~~ Any and all sub-licenses under this License Agreement shall be subject to the approval of the Board.

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 Licensee and/or persons or entities who will execute a sub-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 mortgages 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.** Licensee shall make available for inspection to the Township and/or the Board any and all financial records from the operation of the Premises upon three (3) days notice, including any financial records related to event or programs conducted by Licensee at the Premises. 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 and the Board 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.
- (v) Annual financial statement for the Licensee reflecting its income, expenses, assets and liabilities as of December 31st of the preceding year.

Within thirty (30) days from the submission of its report to the Township Business Administrator and the Board, Licensee shall also appear before the Township Council at a regularly scheduled meeting to present the information contained in the report to the members of the Township Council.

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.

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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~~ May, 2019.

Township of West Orange
a New Jersey Municipal Corporation, Township

By: Robert Parisi, Mayor

By: Clerk, Township of West Orange

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

By: Camille Vecchio- DiLorenzo, President

By: Elizabeth Vecchio, Secretary

**AN ORDINANCE AMENDING CHAPTER 5, SECTIONS 25.3, 25.4, 25.5, 25.15, 25.20,
and 25.25 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF
WEST ORANGE
(MESSAGE BUSINESSES)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5 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 scope of the provisions governing the operation of a massage establishment in compliance with N.J.S.A. 45:11-78 which provides that the state statute governing licensing, certification or registration of massage and bodywork therapists supersedes any local or municipal ordinance. Specifically, while the statute does not govern massage businesses or establishments, it does govern individual therapists. Therefore, the Township cannot govern or establish requirements for individual licensed massage therapists but can govern licensure of massage businesses and establishments. This ordinance clarifies that the licensing requirements adopted by the Township relate the businesses and establishments rather than individual licensed massage therapists.

II. CHAPTER 5, SECTION 25.3 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-25.3 Permits Required.

- a. *Business Permit Required.* No Massage establishment shall engage in or carry on the business of massage unless it has a valid massage establishment permit issued by the Township of West Orange pursuant to the provisions of this section for each and every separate office or place of business.

III. CHAPTER 5, SECTION 25.4 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-25.4 Application Fees.

Every applicant for a permit to maintain, operate or conduct a massage establishment including out-call massage services shall file a complete application with the Township Health Department upon a form provided by said Township Health Department and pay an annual filing fee as follows:

- a. For one (1) massage practitioner the fee shall be two hundred fifty (\$250.00) dollars per year.
- b. For each additional massage practitioner, the fee shall be one hundred (\$100.00) dollars per year.
- c. All fees are nonrefundable.

- d. To the extent an applicant has fully complied with the Home Occupation Ordinance as provided in subsection 25-9.9 and paid the registration fee, the amount of this permit fee shall be reduced by the same amount.
- e. If at any time after the initial permit is granted additional massage practitioners begin providing services at the massage establishment, all of the information required herein must be submitted to the Health Department within ten (10) days and the additional fee paid with proof that the additional massage practitioner is duly licensed by the New Jersey Board of Massage and Bodywork Therapy pursuant to N.J.S.A. 45:11-73.

IV. CHAPTER 5, SECTION 25.5 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-25.5 Application for Massage Establishment Permit.

Any Massage establishment desiring a massage establishment permit shall file a written application with the Township Health Department on a form to be furnished by the Township Health Department. The applicant shall accompany the application with a tender of the correct fee set forth in subsection 5-25.4 above and shall in addition, furnish the following:

- a. The type of ownership of the business, i.e., whether individual, partnership, corporation, limited liability corporation, or otherwise.
- b. The name, style and designation under which the business or practice is to be conducted.
- c. The business address and all telephone numbers where the business is to be conducted.
- d. A complete list of the names, residence addresses and emergency telephone numbers of all massage practitioners and employees in the business and the name, residence addresses and emergency telephone numbers of the manager or other person principally in charge of the operation of the business.
- e. Proof that all massage practitioners at the Massage establishment are duly licensed by the New Jersey Board of Massage and Bodywork Therapy pursuant to N.J.S.A. 45:11-73.
- f. The following personal information concerning the applicant, if an individual; concerning each stock-holder holding more than ten (10%) percent of the stock of the corporation, each officer and each director or managing agent, if the applicant is a corporation; concerning the partners, including limited partners, if the applicant is a partnership; the manager or other person principally in charge of the operation of the business:
 - 1. The name, complete residence address and residence/emergency telephone number.
 - 2. The two (2) pervious addresses immediately prior to the present address of the applicant.
 - 3. Written proof of age.
 - 4. Height, weight, color of hair and eyes and sex.
 - 5. Two (2) front-face portrait photographs taken within thirty (30) days of the date of the application and two by two (2 x 2) inches in size.
 - 6. The massage or similar business history and experience, including but not limited to whether or not the individual providing the personal information pursuant to this provision has previously operated in this or another town or state under a license or permit or has had such license or permit denied, revoked or suspended and the reason therefor and the business activities or occupations subsequent to such action for denial, suspension or revocation.

7. All criminal convictions other than misdemeanor traffic violations, fully disclosing the jurisdiction in which convicted and the offense for which convicted and circumstances thereof.
8. A diploma, certificate or other written proof of graduation from a recognized school by the person who shall be directly responsible for the operation and management of the massage business.
9. Such other information, identification and physical examination of the person deemed necessary by the Township Health Department in order to discover the truth of the matters hereinbefore required to be set forth in the application.
10. Authorization for the Township and its agents and employees to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicant for the permit.
11. The names and addresses of three (3) adult residents of the County who will serve as character references. These references must be persons other than relatives and business associates.
12. A written declaration by the individual providing the personal information pursuant to this provision, under penalty of perjury, that the foregoing information contained in the application is true and correct, said declaration being duly dated and signed in the Township.

V. CHAPTER 5, SECTION 25.15 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-25.15 Appointment Book to Be Kept.

Every Massage establishment which operates a massage business or practices or provides a massage shall, at all times, keep an appointment book in which the name of each and every patron shall be entered, together with the time, date and place of service and the service provided. Such appointment book shall be available at all times for inspection by the Health Department's authorized representatives.

VI. CHAPTER 5, SECTION 25.20 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-25.20 Permit Specifications Not to Be Changed.

No Massage establishment granted a permit pursuant to this section shall operate under any name or conduct its business under any designation for any location not specified in its permit.

VII. CHAPTER 5, SECTION 25.25 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-25.25 Violations and Penalties.

Any Massage establishment or person violating any of the provisions of this section shall, upon conviction, be liable to a penalty as stated in Chapter I, Section 1-5 et seq.

VIII. 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.

IX. 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.

X. 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

Jerry Guarino, Council President

Introduced: May 14, 2019

Adopted: May 29, 2019

Legislative History

The purpose of this ordinance is to revise the scope of the provisions governing the operation of a massage establishment in compliance with N.J.S.A. 45:11-78 which provides that the state statute governing licensing, certification or registration of massage and bodywork therapists supersedes any local or municipal ordinance. Specifically, while the statute does not govern massage businesses or establishments, it does govern individual therapists. Therefore, the Township cannot govern or establish requirements for individual licensed massage therapists but can govern licensure of massage businesses and establishments. This ordinance clarifies that the licensing requirements adopted by the Township relate the businesses and establishments rather than individual licensed massage therapists.

**AN ORDINANCE AUTHORIZING THE OFFER BY PRIVATE SALE OF THE
PROPERTY AT BLOCK 175.08, LOT 7 ON THE TOWNSHIP OF WEST ORANGE
TAX MAP TO THE ADJACENT PROPERTY OWNERS PURSUANT TO THE LOCAL
LANDS AND BUILDINGS LAW**

WHEREAS, the Township of West Orange (the “Township”) is the owner of certain real property known as Block 175.08, Lot 7 on the Township of West Orange Tax Map (the “Property”), an undeveloped, undersized lot with no structures or capital improvements, and adjacent to the property commonly known as 60 Mellon Avenue; and

WHEREAS, the Township does not have any particular use of the Property and seeks to sell the Property via private sale pursuant to N.J.S.A. 40A:12-13(b)(5) of the Local Lands and Buildings Law; and

WHEREAS, N.J.S.A. 40A:12-13.2 of the Local Lands and Buildings Law requires that the Township offer the owners of the properties contiguous to the Property (the “Contiguous Owners”) the right to prior refusal to purchase the Property; and

WHEREAS, the Contiguous Owners of the Property are: (i) Dev Gardin and Miriam Gardin who own the property at 60 Mellon Avenue, Block 175.08, Lot 8 on the Tax Map of the Township of West Orange; and (ii) Mary E. Carle who resides at 133 Morris Turnpike in Randolph, New Jersey and owns the property located on Block 175.08, Lot 6; and

WHEREAS, the Township Appraiser has estimated that the Property is valued at least at \$5,000 (the “Estimated Value”); and

WHEREAS, the Legal Department has drafted a letter notice (the “Letter Offer”) to the Contiguous Owners which provides them eighteen (18) days to advise whether they wish to exercise their right to prior refusal for the purchase of the Property at the Estimated Value, annexed hereto as Exhibit “A.”

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex, State of New Jersey, that the Township is authorized to sell the Property consistent with the procedures set forth in N.J.S.A. 40A:12-13(b)(5) of the Local Lands and Buildings Law; and

BE IT FURTHER ORDAINED the Township is authorized to issue the Letter Offer to the Contiguous Owners pursuant to the procedures set forth in N.J.S.A. 40A:12-13.2 of the Local Lands and Buildings 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: May 14, 2019

Adopted: May 29, 2019

Legislative History

This Ordinance is adopted pursuant to the requirements of N.J.S.A. 40A:12-13(b)(5) of the Local Lands and Buildings Law which governs the private sale of undersized and undeveloped real property with no capital improvements owned by a municipality. N.J.S.A. 40A:12-13.2 requires that a municipality provide to the owners of contiguous properties the right to prior refusal to purchase. Thus, this Ordinance authorizes the commencement of the private sale of the real property located at Block 175.08, Lot 7 on the Township of West Orange Tax Map (the “Property”) by first allowing the Township to issue letter notices to the owners of the properties contiguous to the Property the right to prior refusal to purchase to be exercise no later than eighteen days (18) days from the issuance of the notice. In consultation with the Township’s appraiser, the estimate fair market value of the Property is \$5,000 which is reflected in the letter notices.

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (this “Agreement”), made as of the ____ day of _____, 2019, by and between **THE TOWNSHIP OF WEST ORANGE**, (the “Seller” or the “Township”) and **[BUYER’S NAME]** (the “Buyer”).

W I T N E S S E T H:

WHEREAS, the Seller is the owner of certain real property known as Block 175.08, Lot 7 on the Township of West Orange Tax Map (the “Property”), an undeveloped and undersized lot adjacent to the property commonly known as 60 Mellon Avenue; and

WHEREAS, on _____ the Township Council for the Township of West Orange adopted resolution _____ authorizing the Township to sell the Property pursuant to N.J.S.A. 40A:12-13.2; and

WHEREAS, on _____, pursuant to N.J.S.A. 40A:12-13.2, the Township issued a letter to the owners of the properties contiguous to the Property (the “Contiguous Owners”) providing notice that the Township intended to sell the Property and that the Township was providing the Contiguous Owners, the right to prior refusal to purchase the Property; and

WHEREAS, on _____, the Buyer submitted a formal offer consistent with the provisions of this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises herein made, it is agreed as follows:

1. SALE. Seller agrees to sell and Buyer agrees to purchase the Seller’s right, title, and interest in and to the Property for the Purchase Price (as hereinafter defined) and upon the terms and conditions hereinafter provided.

2. **PURCHASE PRICE.** The Purchase Price of the Property is FIVE THOUSAND AND 00/100 (\$5,000) DOLLARS (the "Purchase Price").

The Purchase Price shall be payable as follows:

A. Upon execution of this Agreement, the Buyer shall pay the entire Purchase Price, to be held in escrow by the Township, until the Closing (as hereinafter defined).

B. At the Closing Date as defined herein, the Township shall release the Purchase Price from escrow and accept the entire Purchase Price.

3. **CLOSING DOCUMENTS.**

A. At the Closing, Seller shall execute and/or deliver to the Buyer: (i) a Deed (the "Deed"), in proper form for recording; and (ii) such other instruments as may be reasonably required by Buyer's attorney or Buyer's title insurance company to effectuate the within transaction, including an Affidavit of Title.

B. At the Closing, Buyer shall execute and/or deliver to Seller such other documents and/or instruments as may be reasonably required by Seller's attorneys or Buyer's title insurance company to effectuate the within transaction.

4. **TITLE.** The dimensions of the Property shall be set forth on a survey which may be ordered by the Buyer at the Buyer's expense. The sale is subject to easements and restrictions of record, if any, and such state of facts as an accurate survey might disclose, provided same do not render title uninsurable at regular rates. The sale is also subject to applicable zoning ordinances. The Seller shall provide title, free and clear of all mortgages, encumbrances and liens.

5. **POSSESSION.** At the Closing, Seller shall deliver possession of the Property to the Buyer.

6. **DUE DILIGENCE.** The Buyer shall be solely responsible for the investigation of all facts and data which it has deemed necessary or desirable to enter into this Agreement (referred to as “Due Diligence”). Due Diligence shall also include any and all investigations regarding title and investigations regarding any and all impediments related to title. Buyer consents and acknowledges that all Due Diligence has been completed or shall be completed by the Closing Date as defined herein.

7. **CONDITION OF PROPERTY.** Buyer acknowledges and agrees that it has the opportunity to inspect the Property during the Due Diligence including, but not limited to, all of the improvements and the land comprising the Property. The Buyer acknowledges that it is purchasing the Property “**WHERE IS**” and “**AS IS**” without reliance upon any warranty or representation made by Seller or by any of its agents or representatives, including any broker, of any kind or nature, except that the Seller has not received any notice regarding any environmental issue affecting the Property. The Buyer shall be responsible, at its sole cost and expense: (i) to obtain whatever governmental certificates or approvals, that might be necessary to convey the Property to the Buyer; and (ii) to conduct an inspection and perform all Due Diligence of the Property. Buyer understands and agrees to accept the Property in its current undeveloped state. Notwithstanding the above, Seller will convey to Buyer good and marketable title to the Property, insurable at regular rates by a title insurance company licensed to do business in New Jersey, chosen by Buyer, subject to the restrictions set forth herein.

8. **CLOSING OF TITLE.** The Closing shall take place within fourteen (14) days after the later of the: (i) Township Council for the Township’s approval of the sale, and (ii) approval of the Subdivision by the Township Planning Board, **TIME BEING OF THE ESSENCE** (the “Closing Date”), at the offices of McManimon, Scotland and Baumann, LLC, 75

Livingston Avenue, Suite 201, Roseland, New Jersey 07068, or at such other location as may be mutually agreed by the parties, at a time mutually convenient for the parties.

9. TOWNSHIP COUNCIL APPROVAL. The parties' obligations set forth in this Agreement are expressly subject to final approval by the Township Council for the Township of West Orange (the "Township Council") to be manifested in the adoption of a resolution authorizing the sale of the Property **and** the execution of this Agreement.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties. If any of the terms in this Agreement conflict with any previous agreement or contract between the parties, the terms of this Agreement prevail. No variations or modifications of or amendments to the terms of this Agreement shall be binding unless reduced to writing and signed by the parties hereto.

11. BINDING EFFECT. This Agreement shall be binding on and shall inure to the benefit of Seller and Buyer and their respective successors and assigns.

12. CONSTRUCTION. The laws of the State of New Jersey shall govern the interpretation, construction and performance of this Agreement.

13. FURTHER ASSURANCES. Each party agrees that at any time or from time to time upon written request of the other party, they will execute and deliver all such further documents and do all such other acts and things as may be reasonably required to confirm or consummate this transaction.

14. CAPTIONS. The captions preceding the paragraphs of this Agreement are intended only as a matter of convenience for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

15. NOTICES. All notices required to be given pursuant to this Agreement shall be sent by certified mail, return receipt requested, or overnight courier postage prepaid, return receipt requested, or delivered personally at the addresses listed below for each party.

(a) **In the case of Township of West Orange:**

Mayor Robert D. Parisi
Township of West Orange
66 Main Street
West Orange, New Jersey 07052

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

With copy to:

Richard D. Trenk, Esq.
McManimon, Scotland and Baumann
75 Livingston Avenue, Suite 201
Roseland, New Jersey 07068

(b) **In the case of the [BUYER'S NAME]:**

[BUYER'S NAME]
[BUYER'S ADDRESS]

With copy to:

[BUYER'S COUNSEL'S NAME]
[BUYER'S COUNSEL'S ADDRESS]

Any party may change the notice address by written notice to the other party.

16. REMEDIES. If Buyer defaults in its obligations hereunder, Buyer shall waive any and all rights to the funds held by the Township in escrow as liquidated damages and Seller shall keep the funds held in escrow and may sell the Property to another buyer. If the Seller defaults in its obligations hereunder or shall fail to close title hereunder for any reason, then

Buyer, as its sole and exclusive remedy, shall be solely entitled to the rescission of this Agreement and return of the Purchase Price paid to the Seller.

17. WAIVER OF CONDITIONS.

A. Buyer and Seller each shall have the right to waive any of the terms or conditions of this Agreement which are strictly for their respective benefit and to complete the Closing in accordance with the terms and conditions of this Agreement which have not been so waived. Any such waiver shall be effective and binding only if made in writing and signed by the party who benefits from the condition being waived.

B. No waiver by either party of any failure or refusal by the other party to comply with their obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by the other party so to comply.

18. SEVERABILITY. The terms, conditions, covenants and provisions of this Agreement shall be deemed to be severable. If any clause or provision herein contained shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by operation of applicable law, the same shall be deemed to be severable and shall not affect the validity of any other clause or provision of this Agreement and such other clauses and provisions shall remain in full force and effect. If, however, the severed clause or provision relates to the Purchase Price or other monies to be paid hereunder, Seller shall have the right to terminate this Agreement on prior written notice to the Buyer.

19. GENDER. As used in this Agreement, the masculine gender shall include the feminine or neuter genders, the neuter gender shall include the masculine or feminine genders, the singular shall include the plural and the plural shall include the singular, wherever appropriate to the context.

20. NO BROKER. Both Seller and Buyer represent and warrant that no real estate broker, agent, or salesperson has been involved in this transaction. The Buyer and Seller shall each indemnify the other if a brokerage commission is sought.

21. MISCELLANEOUS.

A. Each person signing this Agreement warrants that he/she has fully authority to execute this Agreement and bind the party on whose behalf he/she has signed to the terms hereof.

B. Seller acknowledges that Purchaser may purchase the Property as part of an IRC Section 1031 Tax Deferred Exchange for Purchaser's benefit. Seller agrees to assist and cooperate in such exchange for the benefit of Purchaser provided Seller shall incur no liability, cost or expense and will execute any and all documents, subject to the reasonable approval of its counsel, as are reasonably necessary in connection with such exchange.

C. This Agreement may be executed in two or more counterparts, and when all counterparts have been executed, each executed counterpart will have the force and effect of the original. Each party to this Agreement may sign and deliver to the other party(ies) a facsimile copy of this Agreement, in counterparts, or with a conformed signature of the Debtor with the same effect as if each party had signed and delivered to the other party(ies) an original of the same document.

[SIGNATURE PAGE FOLLOWS]

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

WITNESS:

TOWNSHIP OF WEST ORANGE, *Seller*

By: _____
MAYOR ROBERT D. PARISI

WITNESS:

[BUYER'S NAME], *Buyer*

By: _____
[BUYER'S NAME]