

1. Conference Meeting Agenda

Documents:

[CA 7.16.19.PDF](#)

2. Public Meeting Agenda

Documents:

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3. Resolution(S)

3.I. 177-19

Documents:

[177-19 RESOLUTION TO READ BUDGET BY TITLE.PDF](#)

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Documents:

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Documents:

[179-19 APPOINTING STEVEN HYWEL AS FIRE OFFICIAL - 7-1-2019.PDF](#)

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3.V. 181-19

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3.IX. 185-19

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185-19 RESOLUTION TO AMEND INTRODUCED BUDGET.PDF

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186-19 ESCROW AGREEMENT GREEN ESSEX PARTNERS (100 200
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3.XI. 187-19

Documents:

187-19 RESOLUTION FOR HISTORIC ARCHITECTUAL SERVICES 2019.PDF
187-19 EXHIBIT - HISTORIC ARCHITECTUAL SERVICES 2019.PDF

3.XII. 188-19

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188-19 AUTHORIZING EXECUTION OF REDEVELOPMENT AGREEMENT
WITH WEST ORANGE SENIOR HOUSING (LIBRARY).PDF
188-19 AGREEMENT - LIBRARY REDEVELOPMENT.PDF
188-19 EX A CONCEPT PLANS FOR LIBRARY RDA.PDF

3.XIII. 189-19

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3.XIV. 190-19

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190-19 WOCEA-III_RESOLUTION_TEMPLATE_NO AWARD_DRAFT_7-11-
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4. Ordinance(S) On Second And Final Reading

4.I. 2577-19

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[2577-19 ORDINANCE EXPANDING SCOPE OF THE WEST ORANGE ENVIRONMENTAL COMMISSION.PDF](#)

4.II. 2578-19

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[2578-19 CALENDAR YEAR 2019 ORDINANCE TO EXCEED THE MUNICIPAL CAP.PDF](#)

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[2579-19 AUTHORIZING SALE OF PROPERTY AT BLOCK 175.08 LOT 11.PDF](#)
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4.IV. 2580-19

5. Ordinance(S) On First Reading

5.I. 2581-19

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6. ABC Hearing

6.I. 629-19

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[630-19 ABC_RESOLUTION RESCINDING IN PART RESOLUTION 605-18 AS TO SHAKU KAAMIL_07052019.PDF](#)

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Documents:

[631-19 PERS TO PERS TRANSFER BONDS 7.16.19.PDF](#)

6.IV. 632-19

Documents:

632-19 PLACE TO PLACE - EXTENSION OF PREMISES - WILSHIRE
CATERERS, LLC 7.16.19-FINAL.PDF

Township of West Orange-Amended
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, July 16, 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

Presentation: Cybercrimes and Identity Theft – Joe Fagan

Presentation: Gabel Associates – Bob Chilton

Update – Redevelopment

Council Liaison Announcements

7:00 P.M.

Public Meeting

PUBLIC MEETING AGENDA-REVISED

**Township of West Orange
66 Main Street – Council Chambers
Tuesday, July 16, 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 June 25, 2019, Executive Session June 12, 2019 and June 25, 2019
- 5. *Report of Township Officers - None**
- 6. *Reading of Petitions and Communications and Bids –None**
- 7. *Bills**
- 8. PUBLIC HEARING on the 2019 Municipal Budget**
- 9. *Resolutions**
 - a. 177-19 Resolution Authorizing the Municipal Budget to be Read by Title Only (Clerk)**
 - b. 178-19 Resolution to Adopt the 2019 Municipal Budget (Gross)**
 - c. 179-19 Resolution Appointing Steven Hywel as Municipal Fire Official for a Three-Year Term Effective August 1, 2019 and Expiring July 31, 2022 (Legal-Moon)**
 - d. 180-19 Resolution of Need for Senior Housing for Department of Community Affairs Consideration of Proposed Library Project (Legal-Trenk)**
 - e. 181-19 Resolution Authorizing the Extension of the Snow Plowing and Snow Hauling Contract for 2019-20 for Routes 1E-1 Englishtown to Grabowski Construction, Inc., 770 Northfield Avenue, West Orange, NJ 07052 (Lepore)**
 - f. 182-19 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)**
 - g. 183-19 Resolution Authorizing Self Examination of the Municipal Budget (Gross)**
 - h. 184-19 REMOVED**
 - i. 185-19 Resolution to Amend Introduced Budget (Gross)**

- j. **186-19** Resolution Designating Green Essex Partners, LLC, as Conditional Redeveloper for Property Known as Tax Block 155, Lots 40.02 & 42.02, Also Known as 100 and 200 Executive Drive Located in the Essex Green-Executive Drive Redevelopment Area for Redevelopment of a Residential Project (Legal-Trenk)
- k. **187-19** Resolution Authoring Award for Historical Architectural Services (DeSantis)
- l. **188-19** Resolution of the Township of West Orange, In the County of Essex, New Jersey, Designating a Redeveloper and Authorizing the Execution of a Redevelopment Agreement for a Portion (the Portion that Contains the West Orange Public Library) of the Property Known as Block 68, Lot 1 on the Tax Map of the Township (Legal-Trenk)

Please be advised that only one (1) of the two following resolutions will be adopted by Council regarding the WO Energy Aggregation Program:

- m. **189-19** Resolution of the Township of West Orange, County of Essex, State of New Jersey Authorizing the Award of a Contract to a Third-Party Power Supplier to Provide Electric Generation Service to West Orange Community Energy Aggregation (WOCEA) Program Participants and to Provide Government Energy Aggregation Services in Connection with the WOCEA Round 3 Program Pursuant to N.J.A.C. 14:406.1 Et. Seq. (Gross)
- n. **190-19** Resolution of the Township of West Orange, County of Essex, State of New Jersey, Rejecting Proposals from Third Party Powers Suppliers to Provide Electric Generation Service to West Orange Community Energy Aggregation (WOCEA) Program Participants and to Provide Government Energy Aggregation Services in Connection with the WOCEA Round 3 Program Pursuant to N.J.A.C. 14:4-6.1 Et. Seq. (Gross)

10. Ordinances on Second and Final Reading

- a. **2577-19** An Ordinance Amending Chapter 2, Section 47.6 of the Revised General Ordinances of the Township of West Orange (Studies and Recommendations) (Legal-Moon)
This Ordinance expands the scope of the West Orange Environmental Commission to add the West Orange Zoning Board of Adjustments to the list of entities to which the commission can make recommendations.
- b. **2578-19** Calendar Year 2019 Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (N.J.S.A. 40A: 4-45.14) (Gross)
- c. **2579-19** An Ordinance Authorizing the Offer by Private Sale of the Property at Block 175.08, Lot 11 on the Township of West Orange Tax Map to the Adjacent Property Owners Pursuant to Local Lands and Building Law (Legal-Moon)
- d. **2580-19** Ordinance of the Township of West Orange, In the County of Essex, State of New Jersey Adopting a Redevelopment Plan Relating to the West Orange Library Redevelopment Area (Legal-Cofoni)

11. Ordinances on First Reading

- a. **2581-19** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-32.1, Handicapped Parking on Streets and Subsection 7-32.2, Restricted Parking Zones, of the Revised General Ordinances of the Township of West Orange (Lepore)

12. Pending Matters/New Matters/Council Discussion

13. ABC Hearing

- a. **629-19** Hearing on Renewal for Plenary Retail Consumption, Distribution and Club Licenses for the 2019-2020 License Term (Clerk)
- b. **630-19** Resolution Rescinding in Part ABC Resolution 605-18, Removing Licensee No. 0722-44-061-008, Shaku & Kaamil, Inc. (Inactive License) as a License Approved for Renewal for the 2018-19 License Term for Failure to File Renewal Application and Pay the State ABC Fee (Legal-Kayser)

- c. **631-19** Person to Person Liquor License Transfer of Consumption License No. 0722-33-055-007, located at 647-649 Eagle Rock Avenue from MAC, LLC t/a Bond's Tavern to SRIJI643, LLC t/a Bond's Tavern
- d. **632-19 Place to Place (Extension of Premises) Liquor License Transfer of Consumption License No. 0722-33-048-011, Wilshire Caterers, LLC t/a Wilshire Catering & Grill 350, 350 Pleasant Valley Way, West Orange, NJ 07052**

14. 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.

Township of West Orange

Resolution to Read Budget by Title

WHEREAS, N.J.S.A. 40A:4-8 is amended to read as follows:

The budget shall be read, in full, or it may be read by its title, if

1. At least one week prior to the date of the hearing and at the hearing, a complete copy of the approved budget,
 - a. shall be made available for public inspection, and
 - b. shall be made available to each person upon request, and
2. The governing body shall, by resolution passed by not less than a majority of the full membership, determine that the budget shall be read by its title and declare that the conditions set forth in subsection (1) of this section have been met.

After closing the hearing, the governing body may adopt the budget, by title without amendments, or may approve amendments as provided in N.J.S.40A:4-9 before adoption.

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

Jerry Guarino, Council President

Adopted: July 16, 2019

SECTION 2 - UPON ADOPTION FOR YEAR 2019
(Only to be Included in the Budget as Finally Adopted)

Be it resolved by the _____ Governing Body _____ of the
Township of West Orange, County of _____ Essex _____ that the budget hereinbefore set forth is hereby adopted and shall
constitute an appropriation for the purposes stated in the sums therein set forth as appropriations, and authorization of the amount of:

- (a) \$ 58,624,808.58 (Item 2 below) for municipal purposes; and
(b) \$ _____ (Item 3 below) for school purposes in Type I School Districts only (N.J.S. 18A:9-2) to be raised by taxation; and
(c) \$ _____ (Item 4 below) to be added to the certificate of amount to be raised by taxation for local school purposes in
Type II School Districts only (N.J.S. 18A:9-3) and certification to the County Board of Taxation of
the following summary of general revenues and appropriations.
(d) \$ 279,841.45 Sheet 43) Open Space, Recreation, Farmland and Historic Preservation Trust Fund Levy.

RECORDED VOTE (Insert last name)	Ayes		Abstained	None	Absent
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SUMMARY OF REVENUES

1. GENERAL REVENUES		
Surplus Anticipated	08-100	\$ 1,404,009.99
Miscellaneous Revenues Anticipated	40004-10	\$ 20,861,578.32
Receipts from Delinquent Taxes	15-499	\$ 2,778,439.40
2. AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURPOSES (Item 6(a), Sheet 11)	07-190	\$ 58,624,808.58
3. AMOUNT TO BE RAISED BY TAXATION FOR <u>SCHOOLS IN TYPE 1</u> SCHOOL DISTRICTS ONLY:		
Item 6, Sheet 42	07-195	\$
Item 6(b), Sheet 11 (N.J.S. 40A:4-14)	07-191	\$
Total Amount to be Raised by Taxation for Schools in Type 1 School Districts Only		
4. TO BE ADDED TO THE CERTIFICATE FOR AMOUNT TO BE RAISED BY TAXATION FOR <u>SCHOOLS IN TYPE II</u> SCHOOL DISTRICTS ONLY:		
Item 6(b), Sheet 11 (N.J.S. 40A:4-14)	07-191	\$
5. AMOUNT TO BE RAISED BY TAXATION MINIMUM LIBRARY LEVY(Item 6(C), Sheet 11)	07-192	\$ 2,124,588.88
Total Revenues	40000-00	\$ 85,793,425.17

SUMMARY OF APPROPRIATIONS

5. GENERAL APPROPRIATIONS:	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
Within "CAPS"	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
(a&b) Operations Including Contingent	30001-00	\$ 59,537,064.64
(e) Deferred Charges and Statutory Expenditures - Municipal	30004-00	\$ 7,663,327.00
(g) Cash Deficit	46-885	\$
Excluded from "CAPS"	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
(a) Operations - Total Operations Excluded from "CAPS"	60023-00	\$ 6,870,063.14
(c) Capital Improvements	60002-00	\$ 1,353,585.21
(d) Municipal Debt Service	60003-00	\$ 6,844,124.27
(e) Deferred Charges - Municipal	60024-00	\$ 651,693.00
(f) Judgments	37-480	\$
(n) Transferred to Board of Education for Use of Local Schools (N.J.S. 40:48-17.1 & 17.3)	29-405	\$
(g) Cash Deficit	46-885	\$
(k) For Local District School Purposes	60008-00	\$
(m) Reserve for Uncollected Taxes	50-899	\$ 2,873,567.91
6. SCHOOL APPROPRIATIONS - TYPE I SCHOOL DISTRICTS ONLY (N.J.S. 40A:4-13)	60010-00	\$
Total Appropriations	30000-00	\$ 85,793,425.17

It is hereby certified that the within budget is a true copy of the budget finally adopted by resolution of the Governing Body on the 16th of July, 2019

It is further certified that each item of revenue and appropriation is set forth in the same amount and by the same title as appeared in the 2019 approved budget and all amendments thereto, if any, which have been previously approved by the Director of Local Government Services

Certified by me this 16th day of July, 2019

Karen Carnevale, Municipal Clerk

RESOLUTION

WHEREAS, in accordance with N.J.A.C. 5:71-4.3(c) and N.J.A.C. 5:71-2.7(a) by the New Jersey Division of Fire Safety each Municipality must have a Municipal Fire Official; and

WHEREAS, Steven Hywel, Deputy Fire Chief, has the necessary background and expertise to perform the duties of Municipal Fire Official; and

WHEREAS, the Mayor has recommended the appointment of Steven Hywel as Municipal Fire Official for a three-year term effective August 1, 2019 and expiring on July 31, 2022;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Council of the Township of West Orange, County of Essex, and State of New Jersey, that Steven Hywel, Deputy Fire Chief, is hereby appointed as Municipal Fire Official.

BE IT FURTHER RESOLVED, that a copy of this resolution be sent to the New Jersey Division of Fire Safety.

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

Jerry Guarino
Council President

Adopted: July 16, 2019

Approved as to form on the basis of the facts provided:

RESOLUTION

WHEREAS, West Orange Senior Housing, LLC (hereinafter referred to as the “Sponsor”) proposes to construct a 65-unit housing project for senior citizens with low and moderate incomes (hereinafter referred to as the “Project”) pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder (the foregoing hereinafter collectively referred to as the “HMFA Requirements”) within the Township of West Orange (hereinafter referred to as the “Municipality”) on a site described as Lot 1, Block 68 as shown on the Official Assessment Map of the Township of West Orange, Essex County and commonly known as West Orange Senior Housing, 46 Mount Pleasant Avenue, West Orange, New Jersey; and

WHEREAS, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the “Agency”); and

WHEREAS, pursuant to the HMFA Requirements, the Township Council as governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of West Orange (the “Council”) that:

1. The Council finds and determines that the 65-unit West Orange Senior Housing Project located at 46 Mount Pleasant Avenue proposed by the Sponsor meets or will meet an existing housing need; and

2. The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law to enable the Agency to process the Sponsor's application for Agency funding to finance the Project.

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

Jerry Guarino
Council President

Adopted: July 16, 2019

**RESOLUTION TO AWARD A CONTRACT EXTENSION FOR SNOW PLOWING &
SNOW HAULING SERVICES FOR 2019-2020**

WHEREAS, Resolution No. 219-17 was authorized by the Township of West Orange Council for Snow Plowing and Removal Services for year(s) 2019-2020 on October 3, 2017; and

WHEREAS, the Township wishes to continue contracted plowing in Routes 1E-1 Englishtown; and

WHEREAS, the Township desires to extend this contract as allowed in the original bid document giving the Township the option to extend the contract for two (2) one (1) year periods, and

WHEREAS, the West Orange Department of Public Works has been satisfied with the past performance of this vendor, who is agreeable to existing rates to be charged at \$240/hr. for a large; and

WHEREAS, by Resolution No. 243-18, dated October 30, 2018, the Township Council authorized the extension for a one (1) year period for the year(s) 2018-2019; and

WHEREAS, the Township Engineer recommends extension of this contract for the year(s) 2019-2020 and the Township Council concurs with this recommendation.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the Township of West Orange that the Snow Removal Services contract be extended for the year(s) 2019-2020 to the following vendor:

**GRABOWSKI CONSTRUCTION, INC.
770 NORTHFIELD AVENUE
WEST ORANGE, NEW JERSEY**

BE IT FURTHER RESOLVED that the Chief Financial Officer is hereby authorized to arrange to pay for the foregoing in accordance with the terms in the purchase order with funds certified when funds made available.

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

Jerry Guarino, Council President

Adopted: July 16, 2019

**I hereby certify funds are available from Account: 01-330-500-00-01
(Salt, Chloride & Snow)**

- * amount not to exceed 2019 budget appropriation**
- * amount subject to 2020 approval of budget appropriation**

John O. Gross, Chief Financial Officer

RESOLUTION

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

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

<u>Organization</u>	<u>Date of Event</u>	<u>Place</u>	<u>RL No.</u>
St Vincent Nursing Home Aux On Prem 50/50	12/ 12/19	481 Eagle Rock Ave West Orange, NJ 07052	7611
St Vincent Nursing Home Aux Off Prem	12/12/ 19	481 Eagle Rock Ave West Orange, NJ 07052	7612
St Vincent Nursing Home Aux Tricky Tray	12/ 12/19	481 Eagle Rock Ave West Orange, NJ 07052	7613
Pleasant Valley Production On Prem 50/50 Calendar	8/14/19, 8/15/19 8/16/19, 8/17/19	4 Boland Dr. West Orange, NJ 07052	7614
Pleasant Valley Production On Prem 50/50	07/13/19	4 Boland Dr. West Orange, NJ 07052	7615
Fathers Club Seton Hall Prep Off Prem 50/50 Calendar	9/11/19, 10/2/19 11/6/19, 12/4/19 1/8/20, 2/5/20 3/4/20, 4/1/20 5/6/20, 6/3/20	120 Northfield Avenue West Orange, NJ 07052	7616

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

Jerry Guarino
Council President

Adopted: July 16, 2019

SELF-EXAMINATION OF BUDGET RESOLUTION

WHEREAS, N.J.S.A. 40A:4-78b has authorized the Local Finance Board to adopt rules that permit municipalities in sound fiscal condition to assume the responsibility, normally granted to the Director of the Division of Local Government Services, of conducting the annual budget examination; and

WHEREAS, N.J.A.C. 5:30-7 was adopted by the Local Finance Board on February 11, 1997; and

WHEREAS, pursuant to N.J.A.C. 5:30-7.2 through 7.5, the Township of West Orange has been declared eligible to participate in the program by the Division of Local Government Services, and the Chief Financial officer has determined that the local government meets the necessary conditions to participate in the program for the 2019 budget year.

NOW THEREFORE BE IT RESOLVED by the governing body of the Township of West Orange that in accordance with N.J.A.C. 5:30-7.6a & 7.6b and based upon the Chief Financial Officer's certification, the governing body has found the budget has met the following requirements:

1. That with reference to the following items, the amounts have been calculated pursuant to law and appropriated as such in the budget:
 - a. Payment of interest and debt redemption charges
 - b. Deferred charges and statutory expenditures
 - c. Cash deficit of preceding year
 - d. Reserve for uncollected taxes
 - e. Other reserves and non-disbursement items
 - f. Any inclusions of amounts required for school purposes.
2. That the provisions relating to limitation on increases of appropriations pursuant to N.J.S.A. 40A:4-45.2 and appropriations for exceptions to limits on appropriations found at N.J.S.A. 40A:4-45.3 et seq., are fully met (complies with CAP law).
3. That the budget is in such form, arrangement, and content as required by the Local Budget Law and N.J.A.C. 5:30-4 and 5:30-5.
4. That pursuant to the Local Budget Law:
 - a. All estimates of revenue are reasonable, accurate and correctly stated,
 - b. Items of appropriation are properly set forth
 - c. In itemization, form, arrangement and content, the budget will permit the exercise of the comptroller function within the municipality.
5. The budget and associated amendments have been introduced and publicly advertised in accordance with the relevant provisions of the Local Budget Law, except that failure to meet the deadlines of N.J.S.A. 40A:4-5 shall not prevent such certification.
6. That all other applicable statutory requirements have been fulfilled.

BE IT FURTHER RESOLVED that a copy of this resolution will be forwarded to the Director of the Division of Local Government Services upon adoption.

Vote recorded as follows:

AYES_____

NAY_____

KAREN J. CARNEVALE, RMC, MUNICIPAL CLERK

JERRY GUARINO, COUNCIL PRESIDENT

Adopted: July 16, 2019

TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

CERTIFICATION OF APPROVED BUDGET

It is hereby certified that the Approved Budget complies with the requirements of law and approval is given pursuant to N.J.S.A. 40A:4-78(b) and N.J.A.C. 5:30-7.

It is further certified that the municipality has met the eligibility requirements of N.J.A.C. 5:30-7.4 and 7.5, and that I, as Chief Financial Officer, have completed the local examination in compliance with N.J.A.C. 5:30-7.6.

Dated: 7/16/2019

By: 
John O. Gross
Chief Financial Officer

This certification form and resolution of the governing body executing such certification should be annexed to the adopted budget (N.J.A.C. 5:30-7.6(e))

RESOLUTION

WHEREAS, the Township of West Orange Housing Rehabilitation Program has a mortgage against certain real property owned by Emmanuel Tunis (the "Owner") residing at 35 Ridgehurst Road, Block 113.02, Lot 76 (the "Property"), in the amount of Fourteen Thousand Nine Hundred and Seventy-Five Dollars (\$14,975.00), which was dated November 18, 2005 and recorded in the Essex County Register's Office on March 7, 2006 in Book 11112, Page 817 (the "WOHRP Mortgage"); and

WHEREAS, there is a first mortgage on the Property held by Ditech Financial ("Ditech") in the outstanding amount of Seventy-Four Thousand Eight Hundred and Two Dollars and Sixty-Three Cents (\$74,802.63) (the "First Mortgage") at an interest rate of 5.0%; and

WHEREAS, the Owner desires to refinance his home to obtain a new mortgage loan from Ditech in the amount of Eighty-One Thousand Eight Hundred and Fifty Dollars (\$81,850.00), and with an interest rate of 4.375% (the "New Mortgage"); and

WHEREAS, the New Mortgage will pay off the First Mortgage; and

WHEREAS, the Owner has requested that the Township of West Orange subordinate the WOHRP Mortgage to the New Mortgage; and

WHEREAS, the appraised value of the property is \$290,000; and

WHEREAS, based on the amount of the New Mortgage as compared to the First Mortgage, the proposed subordination will not materially change the equity available to satisfy the WOHRP Mortgage;

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to execute a Subordination of Mortgage, annexed hereto as Exhibit "**A**," in favor of Ditech with respect to the Property and the Owner; and be it further

RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature on the Subordination of Mortgage; and be it further

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

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

Jerry Guarino
Council President

Adopted: July 16, 2019

Exhibit “A”

Commitment Number: 25345091

This instrument prepared by:

David Rappaport, 1700 Blue Jay Lane, Cherry Hill, New Jersey 08003, Bar Number 04411993 for Rosenberg LPA, Attorneys At Law, 3805 Edwards Road, Suite 550, Cincinnati, Ohio 45209 (513) 247-9605 Fax: (866) 611-0170.

The following signature is an Electronic Signature authorized by New Jersey Statutes-Title 12A; "A record or signature may not be denied legal effect or enforceability solely because it is in electronic form" 12A: 12-7(a)



David Rappaport

Date Prepared: 07/08/2019

After Recording Return To:
ServiceLink
1355 Cherrington Parkway
Moon Township, PA 15108

SUBORDINATION OF MORTGAGE

This Subordination of Mortgage is Made By **The Township of West Orange** ("Mortgagee"), under the following circumstances:

A. Mortgagee is the holder of a Mortgage (the "Existing Mortgage") described as follows:

BORROWER: Guildine Tunis and Emmanuel Tunis

LENDER: The Township of West Orange

DATE EXECUTED: 11/18/2005

DATE RECORDED: 03/07/2006

RECORDED AT: **Essex County, New Jersey, Official Records Book 11112 Page 817**

AMOUNT: **\$14,975.00**

which is a lien on the real estate described below (the "Property").

SITUATED IN THE CITY OF WEST ORANGE, TOWNSHIP OF WEST ORANGE, COUNTY OF ESSEX AND STATE OF NEW JERSEY: BEGINNING IN THE SOUTHERLY LINE OF RIDGEHURST ROAD AT A POINT THEREIN DISTANT SIX HUNDRED AND SIXTY NINE FEET AND TEN HUNDREDTHS OF A FOOT WESTERLY FROM THE NEW WESTERLY LINE OF EAGLE ROCK AVENUE; RUNNING THENCE 1. ALONG RIDGEHURST ROAD NORTH SIXTY NINE DEGREES THIRTY SEVEN MINUTES WEST THIRTY SIX FEET; THENCE 2. SOUTH TWENTY DEGREES TWENTY THREE MINUTES WEST SIXTY FEET AND NINETY EIGHT HUNDREDTHS OF A FOOT; THENCE 3. SOUTH SIXTY NINE DEGREES FIFTY EIGHT MINUTES EAST THIRTY SIX FEET; THENCE 4. NORTH TWENTY DEGREES TWENTY THREE MINUTES EAST SIXTY FEET AND SEVENTY SIX HUNDREDTHS OF A FOOT TO THE PLACE OF BEGINNING. BEING KNOWN AS LOT 76, BLOCK 113.02 ON THE OFFICIAL TAX MAP OF TOWNSHIP OF WEST ORANGE, COUNTY OF ESSEX.

Property Address: **35 Ridgehurst Rd., West Orange, NJ 07052**

B. Lender, **Ditech Financial LLC**, will be making a loan secured by a mortgage, in the maximum principal amount of \$81,850.00 (Eighty One Thousand Eight Hundred Fifty Dollars and Zero Cents), to Guildine Tunis and Emmanuel Tunis as Borrower ("New Mortgage"), which will be a lien on the Property.

C. As part of the consideration for Lender's agreement to make the loan secured by the New Mortgage, and to induce Lender to make that loan, Mortgagee has agreed to subordinate the lien of the Existing Mortgage to the lien of the New Mortgage, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, Mortgagee and Lender agree as follows:

1. Mortgagee hereby subordinates the lien of the Existing Mortgage to the lien of the New Mortgage; however, this subordination shall not otherwise affect the validity or priority of the Existing Mortgage.

2. This Subordination Agreement is made on the understanding that Mortgagee shall not be responsible for any of the obligations of Borrower contained in or secured by the New Mortgage.

3. This Subordination Agreement shall be binding upon and inure to the benefit of Lender and Mortgagee and their respective successors and assigns.

Executed this ____ day of _____, 2019

The Township of West Orange

By: _____

Its: _____

Witness

Printed Name of Witness

STATE OF _____
COUNTY OF _____

I hereby certify that on _____ 2019 _____
personally came before me and stated to my satisfaction that he/she (a) was the maker of the
attached instrument (b) was authorized to and did execute the instrument as
_____ on behalf of on behalf of **The**
Township of West Orange the entity named in the instrument and (c) executed the instrument
as the act of the entity.

Notary Public

RESOLUTION TO AMEND INTRODUCED BUDGET

185-19

WHEREAS, the local municipal budget for the year 2019 was approved on the 11th day of June, 2019, and

WHEREAS, the public hearing on said budget will be held as advertised; and

WHEREAS, it is desired to further amend said budget;

NOW, THEREFORE BE IT RESOLVED by the governing body of the Township of West Orange, of the County of Essex
Essex that the following amendments to the approved budget of 2019 be made:

CURRENT FUND - ANTICIPATED REVENUES

2019 GENERAL REVENUES	From	To	Difference
1. Surplus Anticipated	1,288,261.51	1,404,009.99	115,748.48
Total Surplus Anticipated	1,288,261.51	1,404,009.99	115,748.48
1. Surplus Anticipated (Sheet 4, #1)	1,288,261.51	1,404,009.99	115,748.48
5. Subtotal General Revenues (Items 1, 2, 3 and 4)	24,928,279.23	25,044,027.71	115,748.48
7. Total General Revenues	85,677,676.69	85,793,425.17	115,748.48

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	From	To	Difference
(A) Operations - within "CAPS" - (continued)			
(M) Reserve for Uncollected Taxes	2,757,819.43	2,873,567.91	115,748.48
9. Total General Appropriations	85,677,676.69	85,793,425.17	115,748.48
(M) Reserve for Uncollected Taxes	2,757,819.43	2,873,567.91	115,748.48
Total General Appropriations	85,677,676.69	85,793,425.17	115,748.48

Be it further resolved that three certified copies of this resolution be filed forthwith in the office of the Director
of Local Government Services for his certification of the local municipal budget so amended.

	YAYS	NAYS	ABSTAIN	ABSENT
Recorded Vote	{	{	{	{
(insert last names)	{	{	{	{
	{	{	{	{
	{	{	{	{

It is hereby certified that this is a true copy of a resolution amending the budget, adopted by the governing
body on the 16th day of July 2019 .

Certified by me: _____
Karen J. Carnevale, Municipal Clerk

It is hereby certified that the budget amendment annexed hereto and hereby made a part hereof is an exact copy of the
original on file with the Clerk of the Township of West Orange, that all additions are correct, that all statements contained
herein are in proof and the total of anticipated revenues equals the total of appropriations.

Certified by me: _____
this the 16th day of July, 2019 . Karen J. Carnevale, Municipal Clerk

186-19
July 16, 2019

RESOLUTION DESIGNATING GREEN ESSEX PARTNERS, LLC, AS CONDITIONAL REDEVELOPER FOR PROPERTY KNOWN AS TAX BLOCK 155, LOTS 40.02 & 42.02, ALSO KNOWN AS 100 AND 200 EXECUTIVE DRIVE LOCATED IN THE ESSEX GREEN-EXECUTIVE DRIVE REDEVELOPMENT AREA FOR REDEVELOPMENT OF A RESIDENTIAL PROJECT

WHEREAS, on January 9, 2018, the Township Council of the Township of West Orange (the “Township”) designated various properties commonly referred to as Essex Green and Executive Drive as an area need of redevelopment (the “Redevelopment Area”); and

WHEREAS, on June 11, 2019, the Township adopted a redevelopment plan for Redevelopment Area entitled Essex Green-Executive Drive Redevelopment Plan (the “Plan”); and

WHEREAS, Block 155, Lots 40.02 and 42.02, also known as 100 and 200 Executive Drive (the “Properties”) are located in the Redevelopment Area and are subject to the Plan; and

WHEREAS, Green Essex Partners, LLC or an affiliated entity is the contract purchaser of the Properties; and

WHEREAS, BNE Acquisitions, LLC and BNE Associates, LLC, related entities of Green Essex Partners, LLC, have successfully completed market rate residential rental projects and are currently developing properties throughout New Jersey; and

WHEREAS, Green Essex Partners, LLC concept proposal for the Properties is consistent with the Plan; and

WHEREAS, the Township has determined that in order to coordinate the redevelopment of the Properties in the most timely and efficient manner, it is in the best interests of the Township to designate Green Essex Partners, LLC as conditional redeveloper of the Properties, pending negotiation and execution of, among other agreements, a redevelopment agreement with the Township.

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

1. Green Essex Partners, LLC, 16 Microlab Road, Livingston, New Jersey is hereby designated as conditional redeveloper for the redevelopment of Block 155, Lots 40.02 & 42.02, also known as 100 and 200 Executive Drive, located in the Redevelopment Area for the reasons set forth herein, pending the execution of a redevelopment agreement with the Township.

2. The designation shall be for a period commencing from the date of adoption of this resolution through December 31, 2019 at which time it will automatically expire and be of no further force and effect, and the parties will no longer have any obligation to the other, except as to final payment of any Township costs under the Escrow Agreement required herein. The Township may, in its sole discretion, extend the conditional designation and such extension must be in the form of a duly adopted resolution of the Township Council.
3. The Mayor of the Township is hereby authorized and directed to execute the Escrow Agreement, in the form attached hereto as Exhibit A together with such additions, deletions and other modifications deemed necessary upon consultation with counsel to the Township.
4. This resolution shall take effect immediately.

KAREN J. CARNEVALE, RMC, MUNICIPAL CLERK

JERRY GUARINO, COUNCIL PRESIDENT

Adopted: July 16, 2019

EXHIBIT A
ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (“**Agreement**”) is made as of the ____ day of July 2019 by and between Green Essex Partners, LLC, (“**GEP**”), with an address at 16 Microlab Road, Suite A, Livingston, NJ 07039 and the Township of West Orange, a body corporate and politic of the State of New Jersey (the “**Township**”), with an address at 66 Main Street, West Orange, NJ 07052.

WITNESSETH:

WHEREAS, on January 9, 2018, the Township Council of the Township of West Orange (the “**Township**”) designated various properties commonly referred to as Essex Green and Executive Drive as an area need of redevelopment (the “**Redevelopment Area**”) and on June 11, 2019, the Township adopted a redevelopment plan for Redevelopment Area entitled Essex Green-Executive Drive Redevelopment Plan (the “**Plan**”) pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”); and

WHEREAS, on July 16, 2019 the Township Council adopted Resolution ____ (the “**Resolution**”) whereby it designated GEP as conditional redeveloper of certain properties in the Redevelopment Area, specifically Block 155, Lots 40.02 and 42.02, also known as 100 and 200 Executive Drive (the “**Properties**”), and authorized the execution of this Agreement; and

WHEREAS, GEP proposes to redevelop the Properties; and

WHEREAS, GEP wishes to engage the Township, in its capacity as redevelopment entity pursuant to the Redevelopment Law, in the negotiation of a redevelopment agreement and other related agreements with respect to the Properties located in the Redevelopment Area; and

WHEREAS, N.J.S.A. 40A:12A-8(f) of the Redevelopment Law authorizes the Township to “negotiate and collect revenue from a redeveloper to defray the costs of the redevelopment entity;” and

WHEREAS, as an inducement to the Township to engage in such negotiations, and as a condition of the Resolution, GEP has agreed to deposit with the Township the initial amount of **TWENTY-FIVE THOUSAND and 00/100 (\$25,000.00) DOLLARS** (the “**Escrow Deposit**”) to be deposited in an escrow account and disbursed in accordance with the provisions of this Agreement to defray certain costs incurred by or on behalf of the Township arising out of or in connection with the Reimbursable Activities, as defined herein,

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Escrow Deposit.** The initial Escrow Deposit is separate from and in addition to all other application fees and escrow deposits that may be required by the Township. Additions to the Escrow Deposit may subsequently become necessary to cover all reimbursable expenses incurred by the Township pursuant to the terms of this Agreement.
2. **Scope of Reimbursable Services.** The Township shall be entitled to be reimbursed for all professional charges incurred in connection with the selection and designation of GEP as redeveloper, and the negotiation and preparation of the Redevelopment Agreement and any related agreements, including but not limited to correspondence, meetings and all communications (including by telephone and e-mail) with GEP, their professionals, Township staff or retained professional(s) in the negotiation and preparation of such redevelopment agreement and related agreements (collectively, the “**Reimbursable Activities**”). Annexed hereto as **Schedule 1** for informational purposes only is a schedule of rates to be charged by outside professionals and consultants retained by the Township with respect to this matter as of the date of this Agreement. The schedule of such professionals and/or rates may change during the term of this Agreement in the sole discretion of the Township without prior notice to GEP. **Reimbursement may include charges incurred in connection with Reimbursable Activities prior to the date of this Agreement, and is not contingent upon the outcome of the negotiations or execution of a Redevelopment Agreement.**
3. **Deposit and Administration of Escrow Funds.** The Escrow Deposit and all additions thereto shall be held by the Township in a banking institution or savings and loan association in the State of New Jersey insured by an agency of the federal government, or in any other fund or depository approved for such deposits by the State of New Jersey, in a segregated, non-interest bearing account referenced to this Agreement. Concurrently with their submission of the Escrow Deposit to the Township, GEP shall provide a copy of their Business Registration Certificate and Form W-9, to aid in the administration of funds.
4. **Payments from the Escrow Funds.** (a) The Township shall use such funds to pay Reimbursable Activities.

 (b) GEP shall not be charged for any costs and expenses that do not constitute Reimbursable Activities.

 (c) Each payment for professional services charged to the escrow account shall be pursuant to a voucher from the professional, identifying the personnel performing the Reimbursable Activities, each date the services were performed, the hours spent in not greater than one-tenth (1/10) hour increments, the hourly rate, and specifying Reimbursable Activities. All professionals shall submit the required vouchers or statements to the Township on a monthly basis in accordance with the schedule and procedures established by the Township. Each professional shall simultaneously send an informational copy of each voucher or statement submitted to

the Township to GEP; *provided*, that each such informational voucher or statement may be redacted if and as necessary to prevent disclosure of privileged or otherwise confidential matters.

5. **Accounting and Additional Deposits.** Upon the execution of a Redevelopment Agreement, termination of negotiations, or as reasonably requested by GEP, the Township shall prepare and send to GEP a statement which shall include an accounting of funds listing all deposits, disbursements and the cumulative balance of the escrow account. If at any time the balance in the escrow account is less than **TEN THOUSAND DOLLARS and 00/100 (\$10,000.00)**, the Township shall provide GEP with a notice of the insufficient escrow deposit balance. GEP shall deposit to the escrow account additional funds such that the total amount on deposit shall be not less than **TWENTY-FIVE THOUSAND DOLLARS and 00/100 (\$25,000.00)**, with an equal amount to be deposited from each of GEP, such deposit to be made within five (5) business days of the Township's notice, failing which the Township may unilaterally cease work without liability to GEP.
6. **Close Out Procedures.** Upon termination of negotiations without a Redevelopment Agreement being executed, or upon the execution of a Redevelopment Agreement, and unless otherwise provided in the Redevelopment Agreement, GEP shall send written notice by certified mail to the Township, to the attention of the Township Attorney, requesting that the remaining balance of the Escrow Deposit be refunded, or otherwise applied as agreed to pursuant to the terms of the executed Redevelopment Agreement. After receipt of such notice, the professional(s) shall render a final bill to the Township within 30 days, and shall send an informational copy simultaneously to GEP. Within 30 days of receipt of the final bill the Township shall pay all outstanding bills in accordance with this Agreement and render a written final accounting to GEP detailing the uses to which the escrow funds were put. GEP will not be responsible for any additional charges once the final accounting has been rendered by the Township in accordance with this section. If a Redevelopment Agreement is executed and GEP so requests, the Township agrees to apply any balance remaining in the Escrow Deposit towards the funding of any escrow deposits that may be required to be posted pursuant to the terms of the executed Redevelopment Agreement.
7. **Disputed Charges.** (a) GEP may dispute the propriety or reasonableness of professional charges paid out of the Escrow Deposit by written notice to the Township. A copy of such notice shall be sent simultaneously to the professional(s) whose charges or estimated costs are the subject of the dispute. Such written notice of a disputed charge shall be given within 30 days from GEP' receipt of the informational copy of the professional's voucher, except that if the professional has not supplied GEP with an informational copy of the voucher, then GEP shall send notice within 30 days from receipt of the first statement of activity against the escrow account containing the disputed charge. Failure to dispute a charge in writing within the prescribed time shall constitute GEP' acceptance of the charge and a waiver by GEP of all objections to the charge and to payment thereof out of the escrow account.

(b) If the Township and GEP cannot agree on the resolution of a disputed charge, the parties agree to arbitrate the matter, with a retired judge mutually agreeable to the parties acting as arbitrator. The Party requesting arbitration shall serve a list of not less than five (5) acceptable arbitrators and certify that the Party nor its professionals have any social or financial relationship with the proposed arbitrators other than other arbitrations. The cost of the arbitrator shall be split equally between all parties and not exceed \$300 per party per hour. The responding party shall select one of the five (5) acceptable arbitrators within ten (10) days of receipt of the list. During the pendency of a dispute, the Township shall not pay the disputed charges out of the escrow account, but may continue to pay undisputed charges out of the escrow account.

8. **Governing Law.** This Escrow Agreement shall be governed, construed and enforced according to the laws of the State of New Jersey, without regard to its conflicts of laws principles. Any action hereunder shall be brought exclusively in a court of the State of New Jersey sitting in Essex County, New Jersey, or in a United States Court having jurisdiction in the District of New Jersey, sitting in Essex County, New Jersey, and GEP hereby waives all objections to such venue.
9. **Successors and Assigns.** This Escrow Agreement shall be binding upon, and inure to the benefit of, the parties hereto and upon each party's successors and assigns.
10. **Review by Counsel.** Interpretation of this Agreement shall be made without regard to or any presumption against or other rule requiring construction against the entity drawing or causing this Agreement to be drawn, as counsel for both GEP and the Township have combined in their review and approval of same.
11. **Entire Agreement; No Modification Unless in Writing.** This Escrow Agreement contains the entire agreement of the parties relative to the subject matter hereof. Any amendment hereto or modification or variation hereof shall be ineffective unless in writing signed by each of the parties hereto.
12. **Counterparts.** This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
13. **Effective Date.** This Agreement shall not become effective unless and until the Initial Escrow Deposit has been made.

The balance of this page intentionally left blank; signatures appear on next page.

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

Witness or Attest:

TOWNSHIP OF WEST ORANGE

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

By: _____
Name: Robert D. Parisi
Title: Mayor

Witness or Attest:

GREEN ESSEX PARTNERS, LLC

By: _____

By: _____
Name:
Title:

SCHEDULE 1

Schedule of Rates (hourly rate):

Redevelopment Counsel: McManimon, Scotland & Baumann, LLC \$350.00 for partners, \$225.00 for associates, \$125.00 for paralegals

Redevelopment Planners: Heyer, Gruel & Associates \$175.00 for principals, \$150.00 for principal planners, \$135.00 for senior planners, \$110.00 for associate planners

Redevelopment Financial Advisors: NW Financial \$225.00

Redevelopment Engineers: Leonard R. Lepore, P.E. \$150.00

187-19
July 16, 2019

**HISTORIC PRESERVATION CERTIFIED LOCAL GOVERNMENT GRANT
Resolution Authoring Award for Historical Architectural Services**

WHEREAS, the Township of West Orange Council adopted Resolution 90-19 to receive a Certified Local Grant (CLG) from the Historic Preservation Office (HPO) of the State of New Jersey, Department of Environmental Protection in the amount of \$24,500.00 to fund an architectural survey for the Upper Gregory neighborhood; and

WHEREAS, these funds afford the Township the opportunity to participate directly in State and Federal Historic Preservation Programs; and

WHEREAS, the goal of the HPO is to identify all buildings, sites, structures, objects and districts that are significant in American history, architecture, engineering, etc. within the Township, that meet criteria for inclusion in the National Register of Historic Places and implement planning tools for protection of these resources; and

WHEREAS, in accordance with the grant agreement the Township has advertised a Request for Proposal for an Architectural Historian to collect all the necessary information, and

WHEREAS, on the date and place advertised did receive two proposals (attached Exhibit A); and

WHEREAS, after review by the West Orange Historic Commission and the Purchasing Agent, Easton Architects LLP, has submitted a responsible and responsive proposal to perform the necessary documentation and reports required by the HOP; and

NOW BE IT RESOLVED by the Township of West Orange Council that Easton Architects LLP, located 20 West 44th Street, Suite 604, New York, NY 10036 be awarded the contract to conduct the architectural survey for the Upper Gregory neighborhood in accordance with the specifications for the amount of \$23,200.00.

Karen J. Carnevale, R.M.C.

Jerry Guarino, Council President

Adopted: July 16, 2019

I Certify Funds Available: Account No: 01-2040-41-8900-219

John O. Gross, Chief Financial Officer

EXHIBIT A

August 6, 2014 11:00 A.M.

Request for Proposals for Architectural Historian Services for Certified Local Grant
Grant designated allowance: \$24,500.00

Vendors:

Hunter Research, Inc.
120 W. State Street
Trenton, NJ 08608

Richard Grubb and Associates, Inc.
259 Prospect Plains Road, Building D.
Cranbury, NJ 08512

Connolly & Hickey Historical Architects, LLC
2 North Union Avenue, 2nd Floor
Cranford, NJ 07016

EXHIBIT

“ A ”

PROPOSAL

TO THE TOWNSHIP COUNCIL, TOWNSHIP OF WEST ORANGE, NEW JERSEY

Dear Council Members:

In accordance with and subject to all stipulations, conditions, requirements, and instructions to bidders, specifications so far as they relate to this proposal are made part of it, submit a bid of:

Amount of: \$ 23,220

COMPANY NAME Easton Architects, LLP

ADDRESS 20 West 44th Street, Suite 604
New York, NY 10036

DATE July 8, 2019

PHONE 212-779-9570

EMAIL peaston@eastonarch.com

BY *Robert L. Lane, Partner*
(Signature and Title of Officer of Company authorized to execute a contract)

PROPOSAL TO BE SUBMITTED IN DUPLICATE

PROPOSAL

TO THE TOWNSHIP COUNCIL, TOWNSHIP OF WEST ORANGE, NEW JERSEY

Dear Council Members:

In accordance with and subject to all stipulations, conditions, requirements, and instructions to bidders, specifications so far as they relate to this proposal are made part of it, submit a bid of:

Amount of: \$ 25,000.00

COMPANY
NAME Hunter Research, Inc.

ADDRESS 120 W. State Street
Trenton, NJ 08608

DATE 7/5/2019

PHONE 609-695-0122

EMAIL pharshbarger@hunterresearch.com

BY *Patricia Macleod*
(Signature and Title of Officer of Company authorized to execute a contract)

PROPOSAL TO BE SUBMITTED IN DUPLICATE

RESOLUTION 188-19

RESOLUTION OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY, DESIGNATING A REDEVELOPER AND AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT FOR A PORTION (THE PORTION THAT CONTAINS THE WEST ORANGE PUBLIC LIBRARY) OF THE PROPERTY KNOWN AS BLOCK 68, LOT 1 ON THE TAX MAP OF THE TOWNSHIP

WHEREAS, the Township Council of the Township of West Orange, in the County of Essex, New Jersey (the “Township Council”) adopted Resolution 99-19 on March 19, 2019 pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “Redevelopment Law”), and based upon the report and recommendation of the West Orange Planning Board (the “Planning Board”), designating a portion (the portion that contains the West Orange Public Library) of certain property identified on the official tax maps of the Township as Block 68, Lot 1, as an area in need of redevelopment (the “Property”); and

WHEREAS, pursuant to *N.J.S.A. 40A:12A-7*, the Township Council, in accordance with the applicable provisions and requirements of the Redevelopment Law, on July 16, 2019 enacted the West Orange Library Redevelopment Plan (as may be amended and supplemented from time to time, the “Redevelopment Plan”); and

WHEREAS, the Township is fee owner of the Property; and

WHEREAS, West Orange Senior Housing, LLC (the “**Redeveloper**”) is formed as a limited liability company under the laws of the State of New Jersey, and plans to enter into a 99-year lease of the Property with the Township; and

WHEREAS, the Redeveloper seeks to be designated as the “redeveloper” (as defined in the Redevelopment Law) of the Property, so as to redevelop the Property in accordance with the terms of the Redevelopment Plan and the Redevelopment Law; and

WHEREAS, in order to effectuate the Redevelopment Plan and the redevelopment of the Property, the Township desires to designate Redeveloper as the redeveloper of the Property and to authorize the execution of a redevelopment agreement with the Redeveloper (in the form attached hereto as Exhibit A, the “**Redevelopment Agreement**”).

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, in the County of Essex, New Jersey, as follows:

Section 1. The foregoing recitals are hereby incorporated by reference as if fully set forth herein.

Section 2. The Redeveloper is hereby designated as the Redeveloper of the Property.

Section 3. The Mayor of the Township is hereby authorized and directed to execute the Redevelopment Agreement, in the form attached hereto as **Exhibit A**, with such changes, omissions or amendments as the Mayor deems appropriate in consultation with the Township's general counsel, redevelopment planner and other Township professionals. The Clerk of the Township is hereby authorized and directed to attest to the Mayor's signature and affix the seal of the Township to the Redevelopment Agreement. Upon execution and attestation of same, the Mayor is hereby authorized to deliver the Redevelopment Agreement to the other parties thereto.

Section 4. This resolution shall take effect immediately.

KAREN J. CARNEVALE, RMC, MUNICIPAL CLERK

JERRY GUARINO, COUNCIL PRESIDENT

Adopted: July 16, 2019

EXHIBIT A

Form of Redevelopment Agreement

REDEVELOPMENT AGREEMENT

BY AND BETWEEN

THE TOWNSHIP OF WEST ORANGE, NEW JERSEY

AND

WEST ORANGE SENIOR HOUSING, LLC

Dated: _____, 2019

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THIS REDEVELOPMENT AGREEMENT (“**Redevelopment Agreement**”) is made this ____ day of _____, 2019 by and between:

THE TOWNSHIP OF WEST ORANGE, in the County of Essex, a municipal corporation of the State of New Jersey, having its offices at 66 Main Street, West Orange, New Jersey 07052 in its capacity as a “redevelopment entity” pursuant to *N.J.S.A. 40A:12A-4(c)* (hereinafter referred as the “**Township**”);

AND

WEST ORANGE SENIOR HOUSING, LLC, a New Jersey limited liability company, having its offices at 1 Parker Plaza, Fort Lee, New Jersey 07024 (together with permitted successors or assigns as hereinafter provided, referred to as the “**Redeveloper**”). The Township and the Redeveloper are sometimes collectively referred to as the “**Parties**”.

WITNESSETH

WHEREAS, the Township Council of the Township of West Orange, in the County of Essex, New Jersey (the “**Township Council**”) adopted Resolution 99-19 on March 19, 2019 pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”), and based upon the report and recommendation of the West Orange Planning Board (the “**Planning Board**”), designating a portion (the portion that contains the West Orange Public Library) of certain property identified on the official tax maps of the Township as Block 68, Lot 1, as an area in need of redevelopment (the “**Property**”); and

WHEREAS, pursuant to *N.J.S.A. 40A:12A-7*, the Township Council, in accordance with the applicable provisions and requirements of the Redevelopment Law, on July 16, 2019 enacted the West Orange Library Redevelopment Plan (as may be amended and supplemented from time to time, the “**Redevelopment Plan**”); and

WHEREAS, the Redeveloper wishes to develop the Property with a 65-unit age-restricted, affordable housing project including 61 one-bedroom units, 3 two-bedroom units, and 1 two-bedroom superintendent’s unit in accordance with the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983 (*N.J.S.A. 55:14K-1 et seq.*), 7,500 square feet of space to be used by the Township for a public purpose (the “**Township Space**”) to be located in a four-story elevator building, and on-site parking as specifically set forth on the concept plan attached as Exhibit A (the “**Project**”) and in accordance with the Redevelopment Plan; and

WHEREAS, the Township has determined that the Redeveloper possesses the proper qualifications and experience to implement and complete the Project in accordance with the Redevelopment Plan, and all other applicable laws, ordinances and regulations; and

WHEREAS, the Township is fee owner of the Property; and

WHEREAS, in order to effectuate this Redevelopment Agreement, the Redeveloper shall enter into a 99-year lease of the Property with the Township and shall lease back the Township Space to the Township for the same 99-year term; and

WHEREAS, in order to effectuate the Redevelopment Plan, the Project and the redevelopment of the Property, the Township Council has determined to enter into this Redevelopment Agreement with the Redeveloper, which Redevelopment Agreement designates Redeveloper as the “redeveloper” of the Project as that term is defined in the Redevelopment Law, and which specifies the respective rights and responsibilities of the Township and the Redeveloper with respect to the Project,

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto do hereby covenant and agree, each with the other, as follows:

ARTICLE 1: DEFINITIONS

1.01. Definitions. As used in this Redevelopment Agreement the following terms shall have the meanings ascribed to such terms below. Terms listed below in the singular form shall include the plural and words listed in the plural shall include the singular. Whenever the context may require, any pronoun that is used in this Redevelopment Agreement shall include the corresponding masculine, feminine and neuter. All references to Sections, Articles or Exhibits shall refer to Sections, Articles or Exhibits in this Redevelopment Agreement unless otherwise specified.

(a) The following terms shall have the meanings ascribed to them in the Recitals to this Redevelopment Agreement:

Parties	Redevelopment Law
Planning Board	Redevelopment Plan
Project	Township
Property	Township Council
Redeveloper	Township Space
Redevelopment Agreement	

(b) The following terms shall have the definitions ascribed to them herein:

“**Affiliate**” means with respect to any Person, any other Person directly or indirectly Controlling or Controlled by, or under direct or indirect common Control with such Person.

“**Appeal Period**” shall mean the period of time specified by statute or court rule within which an appeal may be taken by any party from the grant of any Governmental Approval.

“**Applicable Laws**” means all federal, State and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Redevelopment Law, the MLUL, Environmental Laws, relevant construction codes including construction codes governing access for people with disabilities, and such other applicable zoning, sanitary,

pollution and other environmental safety ordinances, laws and such rules and regulations promulgated thereunder, and all applicable environmental laws and applicable federal and state labor standards.

“**Bond**” is defined in Section 4.09(b).

“**Building Permit**” means a building permit issued by or on behalf of the Township for construction of the Project, excluding a demolition permit but including a footings and foundation permit.

“**Business Days**” means all days except Saturdays, Sundays and the days observed as public holidays by the Township.

“**Certificate of Completion**” means written acknowledgement by the Township in recordable form that the Redeveloper has Completed Construction of the Project in accordance with the requirements of this Redevelopment Agreement, substantially in the form annexed hereto as Exhibit B.

“**Certificate of Occupancy**” means a temporary or permanent certificate of occupancy as defined in the applicable ordinances of the Township and the applicable provisions of the Uniform Construction Code.

“**Commencement**”, “**Commence Construction**”, “**Commencement of Construction**”, or “**Commencement Date**” means the undertaking of any actual physical construction of any portion of the Project, including but not limited to demolition, site preparation, or the substantial rehabilitation or construction of Improvements or construction or upgrading of infrastructure.

“**Completion**”, “**Completion of Construction**”, “**Complete Construction**”, or “**Completion Date**” means the completion of construction of the Project in accordance with the Redevelopment Plan and this Redevelopment Agreement, sufficient for issuance of Certificates of Occupancy for the building and every dwelling unit and subject only to (i) completion of "punchlist" items or minor conditions of the Governmental Approvals, and (ii) installation of landscaping, if the delay in completion thereof is necessitated by seasonal concerns.

“**Completion Notice**” means written notification to the Township of Completion of Construction of the Project and request by Redeveloper for the issuance by the Township of a Certificate of Completion.

“**Concept Plan**” is as attached hereto as Exhibit A.

“**Construction Event of Default**” means if Redeveloper (i) fails to Commence Construction within the time frame specified in this Redevelopment Agreement (as same may be modified pursuant to the terms hereof and subject to Force Majeure); or (ii) abandons the Project or substantially suspends construction work after obtaining a Building Permit or Commencement of Construction without the prior knowledge and consent of the Township for more than one hundred twenty (120) days (unless such suspension arises out of a Force Majeure Event), and

any such failure, abandonment or suspension under clauses (i) or (ii) shall not be cured, ended, or remedied within sixty (60) days after receipt by the Redeveloper of Notice of such failure, abandonment or suspension; provided, however, that if the failure, abandonment or suspension is one that cannot be completely cured within sixty (60) days after receipt of such Notice, it shall not be a Construction Event of Default as long as the Redeveloper promptly began to take actions to correct the failure, abandonment or suspension upon its receipt of Notice thereof and is proceeding with due diligence to remedy the failure, abandonment or suspension as soon as reasonably practicable.

“Control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to the Redeveloper, the power, directly or indirectly, to direct or cause the direction of the management policies of the Redeveloper, whether through the ownership of an interest in the Redeveloper, or by contract or otherwise.

“County” means Essex County, New Jersey.

“Declaration of Covenants and Restrictions” or **“Declaration of Restrictions”** means a written instrument to be executed by Redeveloper and recorded in the Office of the Essex County Clerk, substantially in the form annexed hereto as Exhibit C, intended to encumber the Property and to run with the land until a Certificate of Completion has been issued for the Project, except as otherwise expressly provided therein, setting forth certain statutory and contractual undertakings of and restrictions applicable to Redeveloper and its permitted successors and assigns in connection with the ownership and redevelopment of the Project, all as more particularly described in Article 3.

“Effective Date” means the date this Redevelopment Agreement has been executed by both the Township and the Redeveloper.

“Environmental Laws” means any applicable federal, State, local, municipal or other statutes, laws, ordinances, rules, regulations or other legally enforceable requirement, whether presently existing or hereinafter enacted, promulgated or otherwise created, or the common law, for the protection of the environment or human health from Hazardous Materials, as the same may be amended or supplemented from time to time, including, without limitation, (a) the New Jersey Spill Compensation and Control Act, as amended, *N.J.S.A. 58:10-23.11, et seq.*; (b) the New Jersey Industrial Site Recovery Act, as amended, *N.J.S.A. 13:1K-6, et seq.*; (c) the New Jersey Underground Storage of Hazardous Substances Act, as amended, *N.J.S.A. 58:10A-21, et seq.*; (d) the New Jersey Site Remediation Reform Act, *N.J.S.A. 58:10C-1, et seq.*; (e) the New Jersey Solid Waste Management Act, *N.J.S.A. 13:1E-1 et seq.*; (f) the New Jersey Brownfield and Contaminated Site Remediation Act; *N.J.S.A. 58:10B-1 et seq.*; (g) the Coastal Area Facility Review Act, *N.J.S.A. 13:19-1 et. seq.*; (h) the New Jersey Water Pollution Control Act, *N.J.S.A. 58:10A-1 et seq.*; (i) the Solid Waste Utility Control Act, *N.J.S.A. 48:13A-1 et seq.*; (j) the Comprehensive Environmental Response, Compensation & Liability Act, as amended, 42 *U.S.C. Section 9601, et seq.*; (k) the Resource Conservation and Recovery Act, as amended, 42 *U.S.C. Section 6901, et seq.*; (l) the Hazardous Material Transportation Act, as amended, 49 *U.S.C. Section 180, et seq.*; (m) the Occupational Safety and Health Act, as amended, 29 *U.S.C. Section 651, et seq.*; (n) the Administrative Requirements for the Remediation of Contaminated Sites,

N.J.A.C. 7:26C, et seq.; (o) the NJDEP Remediation Standards, *N.J.A.C. 7:26D, et seq.*; or (p) the Technical Requirements for Site Remediation, *N.J.A.C. 7:26E, et seq.*

“**Escrow Account**” is defined in Section 6.01(a).

“**Escrow Deposit**” is defined in Section 6.01(a).

“**Estoppel Certificate**” is defined in Section 8.12.

“**Event of Default**” is defined in Section 5.01.

“**Existing Members**” means the Persons owning membership interests in the Redeveloper as of the date of this Redevelopment Agreement, who are as follows: Joseph Alpert.

“**Force Majeure Event**” means causes that are beyond the reasonable control and not substantially due to the fault or negligence of the party seeking to excuse delay or failure of performance of an obligation hereunder by reason thereof, including, but not limited to, third-party litigation that enjoins implementation of the Project; declarations of public emergency; acts of nature (as to weather-related events, limited to severe and unusual events or natural occurrences such as hurricanes, tornadoes, earthquakes, and floods); acts of the public enemy; acts of terrorism; acts of war; fire; epidemics; quarantine restrictions; blackouts, power failures, or energy shortages; and governmental embargoes; strikes or similar labor action by equipment or material suppliers or transporters, or unavailability of necessary building materials.

“**Foreclosure**” is defined in Section 7.03(b).

“**Governmental Approvals**” means all governmental approvals required for the Commencement of Construction, Completion of Construction, and use and occupancy of the Project, including, without limitation, land use approval by the Planning Board and any deviations that may be required for the Project; County planning board approvals, if and to the extent required; Building Permits; environmental permits, approvals, consents or authorizations from NJDEP and any other applicable governmental agencies; sewerage capacity approvals, utilities-related permits and any and all other necessary governmental permits, licenses, consents and approvals.

“**Ground Lease**” is defined in Section 4.03(a).

“**Hazardous Materials**” means any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in §101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601, *et seq.*) (“**CERCLA**”) or any regulations promulgated under CERCLA; (ii) any “hazardous waste” as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901, *et seq.*) (“**RCRA**”) or regulations promulgated under RCRA; (iii) any substance regulated by ISRA or any regulations promulgated under ISRA, the Spill Compensation and Control Act (*N.J.S.A. 58:10-23.11, et seq.*) (the “**Spill Act**”), or any regulations promulgated under the Spill Act, the Solid Waste Management Act (*N.J.S.A. 13:1E-1, et seq.*), or any regulations promulgated under

the Solid Waste Management Act; (iv) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601, *et seq.*); (v) gasoline, diesel fuel, or other petroleum hydrocarbons; (vi) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vii) polychlorinated biphenyls; (viii) radon gas; and (ix) any additional substances or materials which are now or hereafter determined, classified or considered to be hazardous or toxic, or subject to regulation or need to be specially treated, handled, and/or removed from the Property pursuant to any Environmental Laws.

“Improvements” shall mean all improvements constructed as part of the Project.

“Institution” shall mean any savings and loan association, savings bank, commercial bank or trust company (whether acting individually or in any fiduciary capacity), an insurance company, a real estate investment trust, an educational institution or a state, municipal or similar public employee’s welfare, pension or retirement system or any corporation or entity subject to supervision and regulation by the insurance or banking departments of the State or of the United States Treasury, or any successor department or departments hereafter exercising the same functions as said departments, or any Affiliate of the foregoing.

“MLUL” means the Municipal Land Use Law, *N.J.S.A. 40:55D-1 et seq.*

“Mortgage” means any security interest, evidenced by a written instrument, encumbering the Property, or any portion thereof, that secures the performance of obligations or the payment of debt, including, without limitation, any grant of, pledge of, or security interest in, any collateral, or any grant, directly or indirectly, of any deed of trust, mortgage or similar instrument or any other security whatsoever.

“Mortgagee” shall mean the holder of any Mortgage and any Affiliate(s) of such holder, including entities affiliated with such holder that own or exercise control over real property.

“NJDEP” means the New Jersey Department of Environmental Protection, and any successors in interest.

“Notice” is defined in Section 8.08.

“Permitted Transfer” is defined in Section 3.05(b).

“Person” means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company, trust, unincorporated association, urban renewal entity, Institution, or any other entity.

“Public Benefits” is defined in Section 4.01.

“Redevelopment Entity” means the Township acting in its capacity as a redevelopment entity pursuant to the Redevelopment Law and any permitted successors or assigns.

“State” means the State of New Jersey.

“Township Costs” shall mean (i) all reasonable outside professional and consultant fees, out of pocket costs or expenses incurred by the Township arising out of or in connection with the preparation, performance, administration, or enforcement of this Redevelopment Agreement or arising out of or in connection with the Project, after the date of this Redevelopment Agreement; (ii) subject to Redeveloper’s termination rights pursuant to Section 5.03 herein, litigation costs arising out of or in connection with a dispute with a third party with respect to this Redevelopment Agreement or the Project, except that litigation costs regarding the adoption of a resolution by the Township authorizing this Redevelopment Agreement which arise within 45 days from the date of the adoption of the resolution are excluded from this definition; and (iii) any other out of pocket fee, cost or expense reasonably incurred by the Township, after the date of this Redevelopment Agreement, to satisfy its obligations under this Redevelopment Agreement or in furtherance of the Project, but shall not include any and all costs incurred in connection with Redeveloper’s site plan application to the Planning Board and governed by the escrow deposited by Redeveloper in connection with such application in accordance with the MLUL.

“Township Construction Official” means Tom Tracey, or his successor or designee.

“Township Engineer” means Leonard Lepore or his successor or designee.

“Transfer” means prior to Completion of the Project (i) a sale or re-conveyance of all or any portion of the Property or Project by Redeveloper to any other Person; (ii) a sale, pledge, joint venture, equity investment, or any other act or transaction involving or resulting in a change in Control of Redeveloper or change in the Managing Member of Redeveloper as it exists on the date of this Redevelopment Agreement; (iii) a transfer of fifty percent (50%) or more of the membership interest in Redeveloper to a Person other than an Institution, or (iv) any assignment of this Redevelopment Agreement to any other Person.

1.02. Interpretation and Construction. In this Redevelopment Agreement, unless the context otherwise requires:

(a) The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Redevelopment Agreement, refer to this Redevelopment Agreement, and the term “hereafter” means after, and the term “heretofore” means before the Effective Date.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Redevelopment Agreement, and any table of contents or marginal notes appended to copies

hereof, shall be solely for convenience of reference and shall not constitute a part of this Redevelopment Agreement, nor shall they affect its meaning, construction or effect.

(e) Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any Person or Party hereunder shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE 2: REPRESENTATIONS AND WARRANTIES

2.01. Designation as Redeveloper. The Township hereby designates and appoints the Redeveloper as redeveloper of the Project on the Property. For so long as this Redevelopment Agreement and the designation hereunder remain in effect, Redeveloper shall have the exclusive right to redevelop the Property in accordance with the Redevelopment Plan, the Governmental Approvals, the Redevelopment Law and all other Applicable Laws, and the terms and conditions of this Redevelopment Agreement.

2.02. Representations and Warranties of the Township. The Township hereby makes the following representations and warranties:

(a) The Redevelopment Plan has been duly adopted in compliance with all Applicable Laws and is currently in full force and effect;

(b) The Township is a municipal corporation, duly organized and existing under the laws of the State, that has the legal power, right and authority pursuant to the Redevelopment Law to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which the Township is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder, and has duly executed this Redevelopment Agreement;

(c) All requisite action has been taken by the Township and all requisite consents have been obtained in connection with the entering into this Redevelopment Agreement;

(d) To the best knowledge of the Township there are no writs, injunctions, orders or decrees of any court or governmental body that would be violated by the Township entering into or performing its obligations under this Redevelopment Agreement;

(e) This Redevelopment Agreement has been duly executed by the Township, and is valid and legally binding upon the Township and enforceable in accordance with its terms on the basis of laws presently in effect and the execution and delivery thereof shall not, with due effect and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Township is a party; and

(f) The Township represents that, to the best of its knowledge and belief, after due inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which questions the validity of the Redevelopment Plan or this

Redevelopment Agreement or any action or act taken or to be taken by the Township pursuant to the Redevelopment Plan or Redevelopment Agreement.

2.03. Representations and Warranties of Redeveloper. Redeveloper hereby makes the following representations and warranties:

(a) Redeveloper has the legal capacity to enter into this Redevelopment Agreement and perform each of the undertakings set forth herein and in the Redevelopment Plan as of the date of this Redevelopment Agreement.

(b) Redeveloper is a duly organized and a validly existing legal entity under the laws of the State and all necessary consents have been duly adopted to authorize the execution and delivery of this Redevelopment Agreement and to authorize and direct the persons executing this Redevelopment Agreement to do so for and on the Redeveloper's behalf.

(c) No receiver, liquidator, custodian or trustee of Redeveloper shall have been appointed as of the Effective Date, and no petition to reorganize Redeveloper pursuant to the United States Bankruptcy Code or any similar statute that is applicable to the Redeveloper shall have been filed as of the Effective Date;

(d) No adjudication of bankruptcy of the Redeveloper or a filing for voluntary bankruptcy by Redeveloper under the provisions of the United States Bankruptcy Code or any other similar statute that is applicable to the Redeveloper has been filed;

(e) No indictment has been returned against Redeveloper or any officer or shareholder of Redeveloper;

(f) Redeveloper's execution and delivery of this Redevelopment Agreement and its performance hereunder will not constitute a violation of any operating, partnership and/or stockholder agreement of Redeveloper or of any agreement, mortgage, indenture, instrument or judgment, to which Redeveloper is a party;

(g) Redeveloper is financially and technically capable of leasing, developing, designing, financing, constructing, operating, and maintaining the Project;

(h) To the best of Redeveloper's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Redevelopment Agreement or any action or act taken or to be taken by Redeveloper pursuant to this Redevelopment Agreement; or (ii) is likely to result in a material adverse change in Redeveloper's property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Redevelopment Agreement;

(i) To the best of Redeveloper's knowledge and belief after diligent inquiry all information and statements included in any information submitted to the Township and its agents are true and correct in all respects. Redeveloper acknowledges that the facts and representations

contained in the information, submitted by Redeveloper are a material factor in the decision of the Township to enter into this Redevelopment Agreement; and

(j) Redeveloper is not delinquent with respect to any taxes, payments in lieu of tax, service charge, or similar obligations owed to the Township for any property situated in the Township.

ARTICLE 3: COVENANTS AND RESTRICTIONS

3.01. Covenants and Restrictions. Redeveloper agrees to record the Declaration of Restrictions in the office of the Essex County Clerk immediately upon the execution of this Redevelopment Agreement.

3.02. Description of Covenants. The following covenants and restrictions are imposed upon Redeveloper, its successors and assigns, and are intended to run with the land until a Certificate of Completion has been issued for the Project, except as otherwise provided, which shall be recorded simultaneously with the execution of the Ground Lease substantially in the form of the Declaration of Covenants and Restrictions annexed hereto as Exhibit C:

(a) Redeveloper shall construct the Project on the Property in accordance with, and subject to the terms of, the Redevelopment Plan, this Redevelopment Agreement, and all Applicable Laws and Governmental Approvals;

(b) Except for Permitted Transfers, and subject to the terms hereof, prior to the issuance of a Certificate of Completion, Redeveloper shall not effect a Transfer without the written consent of the Township, which shall not be unreasonably withheld, conditioned or delayed;

(c) In connection with its use or occupancy of the Project, Redeveloper shall not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Property is restricted upon the basis of race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and Redeveloper, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status;

(d) Subject to and in accordance with the terms hereof, Redeveloper shall, upon Completion of Construction, obtain a Certificate of Occupancy and all other Government Approvals required for the occupancy and uses of the Property for the purposes contemplated hereby;

(e) Subject to and in accordance with the terms hereof, Redeveloper shall cause the Project to be developed, financed, constructed, operated and maintained at its sole cost and expense;

(f) Subject to and in accordance with the terms hereof, Redeveloper shall lease, develop, finance, construct, operate and maintain the Project consistent with Applicable Laws,

Government Approvals, the Redevelopment Plan, and this Redevelopment Agreement including the obligation to use commercially reasonable efforts to meet all deadlines and timeframes set forth in this Redevelopment Agreement;

(g) Prior to the issuance of a Certificate of Completion, Redeveloper shall not encumber, hypothecate or otherwise use the Property, or any part thereof as collateral for any transaction unrelated to the Project; and

(h) Upon commencement of the Ground Lease, Redeveloper will promptly pay any and all taxes, service charges, business improvement district special assessments or similar obligations when owed with respect to the Property and at all times for any other property owned by Redeveloper situated in the Township.

3.03. Effect and Duration of Covenants. It is intended and agreed that the covenants and restrictions set forth in Section 3.02 shall be covenants running with the land. All covenants in Section 3.02, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Redevelopment Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Township and its successors and assigns, and any successor in interest to the Property, or any part thereof, against Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Property or any part thereof. Notwithstanding the foregoing, the agreements and covenants set for in Section 3.02 shall cease and terminate upon the issuance of a Certificate of Completion, substantially in the form annexed hereto as Exhibit B, provided however, that the covenants in Section 3.02(c) shall remain in effect without limitation as to time.

3.04. Enforcement by Township. In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 3.02 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the Township for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Township has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate.

3.05. Prohibition Against Transfers of Interests in Redeveloper. (a) Redeveloper recognizes the importance of the Redevelopment Project to the general welfare of the community and that the identity of the Redeveloper and its qualifications are critical to the Township in entering into this Redevelopment Agreement. The Township considers that a change of Control in Redeveloper, a change in the Managing Member of Redeveloper, or the transfer of fifty percent (50%) or more of the ownership interest in Redeveloper to any Person other than an Institution, is for practical purposes a Transfer or disposition of the Project. Redeveloper recognizes that it is because of such qualifications and identity that the Township is entering into this Redevelopment Agreement with Redeveloper, and, in so doing, the Township is relying on the obligations of Redeveloper and not some other Person for the faithful performance of all

undertakings and covenants to be performed by Redeveloper hereunder. As a result, except for Permitted Transfers, prior to Completion of the Project as evidenced by the issuance of a Certificate of Completion, and without the prior written approval of the Township, which shall not be unreasonably withheld, conditioned or delayed, Redeveloper agrees for itself and all successors in interest that there shall be no change in Control of Redeveloper, there shall be no change in the Managing Member of Redeveloper, nor shall there be any transfer of fifty percent (50%) or more of the ownership interest in Redeveloper to any Person other than an Institution. At all times during the term of this Redevelopment Agreement, Joseph Alpert, or an Affiliate of Joseph Alpert, shall maintain ownership of at least fifty percent (50%) of the managing member interest in the Redeveloper. At all times, Joseph Alpert shall control the managing member and the managing member shall control the Redeveloper.

(b) The Township hereby consents, without the necessity of further approvals from any entity, to the following Transfers (each, a “**Permitted Transfer**”):

(i) A Mortgage or related security granted by Redeveloper to a Mortgagee for the purpose of obtaining the financing necessary to enable Redeveloper to perform its obligations under this Redevelopment Agreement, including any Mortgage or Mortgages and other liens and encumbrances granted by Redeveloper to a Mortgagee for the purpose of financing costs associated with the lease, development, construction, or marketing of the Project and not any transaction or project unrelated to the Project; provided, however, that Redeveloper shall give the Township at least fifteen (15) days prior written notice of such Permitted Transfer, including a description of the nature of such Transfer, and the name(s) and address(es) of the Mortgagee; or

(ii) Transfers of easements or dedications of portions or interests in the Property as may be required for utilities for the Project or otherwise as conditions of Governmental Approvals;

(iii) Environmental covenants and restrictions imposed by a regulatory agency as a condition of any permit or approval;

(iv) A lease agreement to a tenant or end user of the Project;

(v) A Transfer to an Affiliate of the Redeveloper, to one of the Existing Members, or to an entity controlled by Redeveloper or one or more of the Existing Members; and

(vi) A Transfer pursuant to a Foreclosure, and any Transfer by any Mortgagee or any Mortgagee’s successor and/or assigns after Foreclosure.

(vii) A Transfer described in Section 3.05(c).

(c) Further, notwithstanding any provisions of this Section 3.05 or any other provision of this Agreement to the contrary, Township consent is not required for: (i) the admission of a tax credit investor into the Redeveloper, (ii) the transfers of ownership interests in

a tax credit investor, or (iii) transfers of ownership in Redeveloper by a tax credit investor entity to any one or more Affiliates or other tax credit investor.

3.06. Township Covenants. The Township hereby covenants and agrees that:

(a) The Township shall undertake and complete, with due diligence, all of its obligations under this Redevelopment Agreement.

(b) The Redeveloper has been designated as the exclusive redeveloper of the Property and shall have the exclusive right and obligation to redevelop the Property and implement the Project in accordance with the terms and conditions of this Redevelopment Agreement.

ARTICLE 4: PROJECT

4.01. Public Benefits of Project. The Parties acknowledge the important public benefits associated with the Project as follows (collectively, the “**Public Benefits**”):

(a) The construction of the Project will help the Township meet the current housing shortage for affordable housing for senior citizens.

(b) The Project includes a 7,500 square-foot space to be leased back to the Township in accordance with Section 4.04, which can be used by the Township for a public purpose.

(c) As compensation for the Ground Lease, Redeveloper shall contribute One Million Dollars (\$1,000,000.00) towards the development of a new West Orange public library in accordance with Section 4.05.

4.02. Land Use Approvals. The Township shall use best efforts to obtain municipal land use approvals for the Project subject to the following conditions:

(a) Redeveloper shall pay all fees and costs associated with the preparation, submission and hearings to obtain municipal land use approvals, including but not limited to any application fees.

(b) Redeveloper shall coordinate, collaborate and cooperate with the Township in connection with obtaining the municipal land use approvals, including but not limited to, providing all required documents and experts.

(c) Redeveloper shall comply with all comments provided by the Planning Board in connection with obtaining the municipal land use approvals.

4.03. Lease of the Property.

(a) The Township agrees to lease the portion of Block 68, Lot 1 that contains the West Orange Public Library to Redeveloper on the terms and conditions set forth in a ground lease by and between the Parties in a form to be agreed to by the Parties (the “**Ground Lease**”),

and in consideration of Redeveloper's undertaking to Commence and Complete Construction of the Project in accordance with the provisions of this Redevelopment Agreement. The terms and conditions of the Ground Lease shall include, but not be limited to:

(i) The term of the Ground Lease shall be for a period of Ninety-Nine (99) years.

(ii) In addition to the Public Benefits detailed in Section 4.01, consideration for the Ground Lease shall be as set forth in Section 4.05.

(iii) Redeveloper shall lease back to the Township the Township Space in accordance with Section 4.04 for a period of Ninety-Nine (99) years to run concurrently with the Ground Lease.

(iv) The Deed Restrictions set forth in Section 4.10 shall be in full force and effect throughout the entire term of the Ground Lease.

(v) Conveyance to Redeveloper of all municipal land use approvals obtained in accordance with Section 4.02.

(b) Prior to the execution of the Ground Lease, a Certificate of Occupancy for a new West Orange public library must have been issued.

(c) If at any time the Redeveloper's ability to lease the Property is terminated in accordance with the provisions of the Ground Lease, then this Redevelopment Agreement and Redeveloper's designation as redeveloper of the Property shall terminate simultaneously therewith.

(d) The Parties hereby expressly acknowledge and agree that to the extent any portion of the Property requires environmental investigation or remediation under applicable Environmental Laws, the Township shall have no responsibility therefor. The Parties expressly agree and acknowledge that, upon the effective date of the Ground Lease, it shall be the sole responsibility of the Redeveloper to diligently undertake and pay the cost and expenses related to any and all environmental investigation, remediation, environmental testing, permits, approvals, and/or other analyses with respect to the Property, including the retention of a New Jersey Licensed Site Remediation Professional, in compliance with applicable Environmental Laws and regulatory timeframes, and that the Township has no obligation or liability whatsoever with respect to the environmental condition of the Property, or any other property for which any third-party may claim that Hazardous Materials originating from the Property are impacting thereon. Prior to the effective date of the Ground Lease, and excepting the due diligence previously conducted, Redeveloper shall NOT undertake any further environmental investigation, remediation, testing, and/or other analyses and shall make no submissions, filings or correspondence with any federal, state or local regulatory body, including, without limitation, the NJDEP, with respect to the physical or environmental condition of the Property.

(e) Redeveloper shall provide the Township, at no cost to the Township, electronic copies of all documents related to its environmental investigation activities conducted pursuant

to Section 4.03(d), including, without limitation, all preliminary assessment reports, site investigation work plans, site investigation reports, remedial investigation work plans, remedial investigation reports, remedial action work plans, remedial action reports, sampling analytical reports, diagrams, charts, maps and any notices, directives, reports, correspondence or other documents received from or submitted to any federal, state or local regulatory body, including, without limitation, the NJDEP, with respect to the physical or environmental condition of the Property. Redeveloper shall provide the Township with such copies within five (5) business days from issuance by its New Jersey Licensed Site Remediation Professional or submission to / receipt from any federal, State or local regulatory body.

(f) The Redeveloper is leasing the Property from the Township in “AS IS, WHERE IS, AND WITH ALL FAULTS” condition. The Township makes no representation or warranty as to the condition of the Property, including with respect to environmental matters. The Redeveloper is responsible for conducting its own due diligence with respect to the condition of the Property. The Redeveloper acknowledges and confirms that it is not relying on any representation or inducement which was or may have been made or implied by the Township or any other party acting on behalf of the Township with respect to the Property. After the effective date of the Ground Lease, the Township shall have no liability or obligation to Redeveloper or any other person or party under Environmental Laws with respect to the Property.

4.04. Lease Back of Township Space. Simultaneously with the Ground Lease (either included in the same document or as a separate lease document), Redeveloper shall lease back to the Township the Township Space within the Project for use by the Township for a public purpose. The lease back of the Township Space shall be for a period of Ninety-Nine (99) years to run concurrently with the Ground Lease. The Ground Lease shall be the consideration for such lease back of the Township Space and no further compensation for the lease back of the Township Space shall be due. Within Ninety (90) days of the commencement of the Ground Lease, Redeveloper shall complete the fit-out of the Township Space such that there is a wall and door dividing the Township Space from the remainder of the Project, painted walls and finished floors.

4.05. Consideration. In addition to the Public Benefits detailed in Section 4.01, the Township agrees to enter into the Ground Lease in exchange for one of the following, at the Township’s option:

(a) A contribution in the total amount of One Million Dollars (\$1,000,000.00) paid to the Township to be used for the construction of a new West Orange public library to be paid within sixty (60) days after receipt of a written demand for such contribution by the Township; or

(b) Redeveloper shall cause a new West Orange public library to be constructed at Redeveloper’s expense up to a total amount of One Million Dollars (\$1,000,000.00) and at a location to be determined by the Township. In the event the cost of development of a new West Orange public library exceeds One Million Dollars (\$1,000,000.00), the Township shall be responsible for payment to Redeveloper for the development costs in excess of One Million Dollars (\$1,000,000.00).

4.06. Timeline.

(a) Project Timeline.

(i) Within one hundred and twenty (120) days from the effective date of this Redevelopment Agreement, Redeveloper and Township shall file an application for municipal land use approval in accordance with the provisions of Section 4.02;

(ii) Redeveloper shall use commercially reasonable efforts to obtain all other final and unappealable Governmental Approvals on or before the ninetieth (90th) day after Redeveloper has obtained final and unappealable land use approval. To the extent reasonably requested by the Redeveloper, and to the extent applicable, the Township shall provide assistance and support to the Redeveloper in connection with any applications for any Governmental Approvals required to be obtained for or with respect to the Project;

(iii) Subject to Section 4.03(b), Redeveloper shall use commercially reasonable efforts to execute the Ground Lease on or before the forty-fifth (45th) day after Redeveloper obtains final and unappealable Governmental Approvals;

(iv) Within Ninety (90) days of the commencement of the Ground Lease, Redeveloper shall complete the fit-out of the Township Space in accordance with Section 4.04.

(v) Redeveloper agrees to use commercially reasonable efforts to Commence Construction of the Project within thirty (30) days after issuance of a Building Permit for the Project, in any case, Commencement of Construction cannot occur until after execution of the Ground Lease by both Parties; and

(vi) Redeveloper agrees to use commercially reasonable efforts to Complete Construction of the Project on or before twenty-four (24) months after issuance of a Building Permit for the Project.

(b) If, subject to the provisions of this Redevelopment Agreement, the Redeveloper fails, or determines that it will fail, to meet any relevant date for the completion of a task set forth in the Project time line set forth above, for any reason, the Redeveloper shall promptly provide notice to the Township stating: (i) the reason for the failure or anticipated failure, (ii) the Redeveloper's proposed method for correcting such failure, (iii) the Redeveloper's proposal for revising the Project time line and (iv) the method or methods by which the Redeveloper proposes to achieve subsequent tasks by the relevant dates set forth in the revised Project time line. Redeveloper's proposed revisions to the Project time line shall be subject to the Township's approval, which shall not be unreasonably withheld, conditioned or delayed.

(c) In the event that: Redeveloper does not obtain all necessary Governmental Approvals for the Project; or cannot enter into a Ground Lease for the Property, Redeveloper and the Township shall each have the right to terminate this Redevelopment Agreement upon written notice to the other party, provided that, if Redeveloper shall have entered into the Ground Lease,

Redeveloper shall thereafter waive its voluntary termination right set forth in this Section 4.06(c) unless and until it restores the Property (in the sole discretion of the Township) to the condition in which the Property existed on the effective date of the Ground Lease. No Governmental Approval shall be deemed to have been obtained (i) until the Appeal Period relating thereto has expired and no appeal has been taken, or (ii) if an appeal is filed within the applicable Appeal Period, until such appeal shall have been finally resolved in a manner sustaining the challenged Governmental Approval. If this Redevelopment Agreement is terminated pursuant to the terms of this Section 4.06(c), then, except as expressly set forth herein to the contrary, this Redevelopment Agreement shall be of no further force and effect and the Parties hereto shall have no further rights, liabilities and/or obligations hereunder.

4.07. Construction of the Project.

(a) The Project shall be constructed in accordance with this Redevelopment Agreement, the Concept Plan and the Redevelopment Plan.

(b) Construction practices and hours shall be in accordance with Township Ordinances, which are available at the Township Building Department or through the Township Clerk.

(c) The Property will be cleaned on a regular basis by Redeveloper; provided, however, that Redeveloper agrees to clean up the Property within twenty-four (24) hours of a specific, reasonable request by the Township that Redeveloper do so or the close of the following Business Day, whichever is later. Ordinary construction equipment, materials and debris are allowed on the Project site during construction. Should Redeveloper fail to comply with this obligation, the Township will undertake street cleaning and charge Redeveloper for the costs of same. The Redeveloper shall repair, at Redeveloper's cost, any damage to the streets or sidewalks caused by Redeveloper during the construction of the Project.

(d) The Township acknowledges that for safety reasons, the sidewalks adjacent to the Property may need to be closed from time to time during construction of the Project. Notwithstanding the foregoing, Redeveloper will provide appropriate signage and crosswalks to ensure the continued flow of pedestrian traffic. Redeveloper shall supply to the Township Building Department plans and specifications providing for pedestrian safety at and across the Property as applicable. The Redeveloper shall keep the sidewalks abutting the Property clean and free of debris, ice and snow during the construction of the Project.

(e) The Redeveloper shall make arrangements with the Township Construction Official and the Township Police Department for off-street parking for construction vehicles and construction worker's vehicles, if such vehicles cannot be parked on the Property. The Township agrees to place from time to time temporary "emergency, no parking" signs on the adjacent street as reasonably requested by Redeveloper to accommodate Redeveloper's construction activities.

(f) There shall be a preconstruction meeting held at least seven (7) days prior to the Commencement of Construction, which meeting shall include the Township Construction

Official, the Township Engineer, a representative from the Township Police Department, a representative from the Township Fire Department and representatives from the various utility companies.

4.08. Certificates of Occupancy and Certificate of Completion.

(a) The Township, in accordance with its ordinances and regulations then in effect, upon application of Redeveloper, shall issue Certificates of Occupancy from time to time, as applicable, for the building and/or individual residential units, as may be necessary to enable Redeveloper to lease same to third parties.

(b) Following Completion of the Project, the Township agrees to issue a Certificate of Completion upon receipt of a Completion Notice from Redeveloper. The Certificate of Completion shall constitute a recordable, conclusive determination of the satisfaction and termination of the agreements and covenants with respect to the Project in this Redevelopment Agreement and the Redevelopment Plan. Within thirty (30) days after receipt of the Completion Notice, the Township shall provide Redeveloper with the Certificate of Completion or a written statement setting forth in detail the reasons why it believes that Redeveloper has failed to Complete the Project in accordance with the provisions of this Redevelopment Agreement or is otherwise in default hereunder and what reasonable measures or acts will be necessary in the reasonable opinion of the Township in order for Redeveloper to be entitled to the Certificate of Completion.

4.09. Project Costs, Financing and Performance and Maintenance Guarantees.

(a) Redeveloper agrees that the costs and financing for the Project are the sole responsibility of the Redeveloper, not the Township.

(b) Redeveloper shall post performance and maintenance guarantees and review escrows in accordance with the provisions of *N.J.S.A. 40:55D-53 et seq.* of the MLUL and all Applicable Laws (collectively, the “**Bond**”), in the following manner:

(i) Prior to the Commencement of Construction, a performance bond or irrevocable letter of credit (or such other form of guarantee allowed in accordance with the MLUL) for those Improvements for which a performance guarantee may be required pursuant to the MLUL and as may be required pursuant to the land use approval, in an amount to be determined by the Township Engineer pursuant to the MLUL.

(ii) A maintenance guarantee in respect of those Improvements required to be bonded in accordance with the MLUL, in the form of a surety bond (or such other form of guarantee allowed in accordance with the MLUL) for a period not to exceed two (2) years after final acceptance of the Improvement, in an amount not to exceed fifteen percent (15%) of the cost of the Improvement, which cost shall be determined by the Township Engineer according to the method of calculation set forth in *N.J.S.A. 40:55D-53*.

(iii) If applicable, the Bond must name the Township as an obligee and Redeveloper shall deliver a copy of the Bond to the Township prior to Commencement of Construction. To the extent that a surety bond is provided, it shall be provided by a company licensed by the New Jersey Department of Banking and Insurance or otherwise authorized by the New Jersey Department of Banking and Insurance to do business in the State. In the event any insurance company, financial institution or other entity issuing a performance guarantee herein, shall be insolvent or shall declare bankruptcy or otherwise be subject to reorganization, rehabilitation, or other action, whereby state or federal agencies have taken over the management of the entity, within thirty (30) days after notice from the Township, Redeveloper shall replace the Bond.

(iv) In the event any Bond should lapse, be canceled or withdrawn, or otherwise not remain in full force and effect as a result of any act or omission by Redeveloper, then until an approved replacement of the lapsed Bond has been deposited with the Township, the Township may require Redeveloper to cease and desist any and all work on the Project, unless the Improvements required to be bonded have been completed and approved by the Township. In the event any Bond should lapse, be canceled or withdrawn, or otherwise not remain in full force and effect through no act or omission of Redeveloper, then unless Redeveloper fails to replace the Bond within ten business (10) days of notice given to Redeveloper by the Township, the Township may require Redeveloper to cease and desist work on the Project unless the Improvements required to be bonded have been completed and approved by the Township.

4.10. Deed Restrictions. (a) Redeveloper shall provide a 99-year deed restriction on the Project restricting all residential units, except one (1) on-site superintendent unit, to occupancy by low- and moderate-income residents in compliance with applicable State and Municipal laws and regulations related to development and marketing of affordable housing units. The deed restriction shall be prepared by Redeveloper and presented to the Township Attorney for review and approval as to form and substance. The deed restriction shall be recorded by Redeveloper at Redeveloper's expense prior to the issuance of the first Certificate of Occupancy.

(b) Redeveloper shall provide a 99-year deed restriction on the Project restricting all residential units, except one (1) on-site superintendent unit, to be age-restricted as defined by applicable State, Municipal and Federal laws and regulations. The deed restriction shall be prepared by Redeveloper and presented to the Township Attorney for review and approval as to form and substance. The deed restriction shall be recorded by Redeveloper at Redeveloper's expense prior to the issuance of the first Certificate of Occupancy.

4.11. Progress Meetings. Redeveloper agrees to attend and participate in progress meetings every six (6) months with representatives of the Township to report on the status of the Project and to review the progress under the Project Timeline. Progress meetings shall commence six (6) months after the Effective Date of this Agreement and shall terminate upon the issuance of the Certificate of Completion. The meetings shall be held at the Township's Municipal Building or other convenient location in the Township. Prior to the meeting, representatives of the Township may visit the Property to inspect the progress of the work on the

Project. Redeveloper shall prepare the agenda for the progress meeting in advance of the meeting (which shall include, *inter alia*, any agenda items reasonably requested by the Township) and shall provide information to the Township at the meetings regarding the Project progress including but not limited to, Governmental Approval submissions, financial commitments, construction of the Project, compliance with the Redevelopment Plan and activities concerning marketing and leasing, if applicable.

4.12. Progress Reports. Commencing on the first day of the second month after the Effective Date, Redeveloper shall submit to the Township a quarterly written progress report which shall include a detailed timetable for construction and completion of the Project, description of activities completed, the activities to be undertaken prior to the next quarterly progress report, the status of all Governmental Approvals, an explanation of each activity, if any, which is showing delay, a description of problem areas, current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates in the Project Timeline and an explanation of corrective action taken or proposed.

ARTICLE 5: EVENTS OF DEFAULT; TERMINATION

5.01. Events of Default. Any one or more of the following shall constitute an “**Event of Default**” hereunder, subject to Force Majeure Extension and tolling as provided elsewhere in this Redevelopment Agreement:

(a) If at any time Redeveloper shall: (i) generally not pay its debts as such debts become due, within the meaning of such phrase under Title 11 of the United States Code (or any successor to such statute), or admit in writing that it is unable to pay its debts as such debts become due; or (ii) make an assignment for the benefit of creditors; or (iii) file a voluntary petition under Title 11 of the United States Code, as the same may be amended, or any successor to such statute; or (iv) file any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal bankruptcy code or any other present or future applicable federal or state or other statute or law; or (v) seek or consent to or acquiesce in the appointment of any custodian, trustee, receiver, sequestrator, liquidator or other similar official of Redeveloper or of all or any substantial part of its property or of the Property or any interest of Redeveloper therein; or (vi) take any corporate action in furtherance of any action described in this subsection or (vii) if at any time any proceeding against Redeveloper seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future applicable federal or State or other statute or law shall not be dismissed within ninety (90) days after the commencement thereof, or if, within ninety (90) days after the appointment without the consent of Redeveloper of any custodian, trustee, receiver, sequestrator, liquidator or any other similar official of Redeveloper, or of all or any substantial part of its properties or of the Property or any interest of Redeveloper therein, such appointment shall not have been vacated or stayed on appeal or otherwise, or if any such appointment shall not have been vacated within forty-five (45) days after the expiration of any such stay;

(b) Redeveloper's failure to pay or delinquency in the payment of real property taxes or assessments, which failure or delinquency is not cured within ten (10) days after Notice by the Township;

(c) Cancellation or termination by reason of any act or omission of Redeveloper of any insurance policy, performance or completion bond, letter of credit, guaranty or other surety required hereunder to be provided by Redeveloper for the benefit of the Township, which failure or delinquency is not cured within thirty (30) days after Notice by the Township;

(d) Any Transfer (except for Permitted Transfers), without the approval (or deemed approval pursuant to Section 3.05(b)) of the Township;

(e) Any default under the Ground Lease by Redeveloper or the Township which is not cured in accordance with the terms thereof; or

(f) Any other default or breach by Redeveloper or the Township in the observance or performance of any covenant, condition, representation, warranty or agreement hereunder and, except as otherwise specified below, the continuance of such default or breach for a period of thirty (30) days after Notice from the non-defaulting party specifying the nature of such default or breach and requesting that such default or breach be remedied; provided, however, with respect to any non-monetary default or breach, if the default or breach is one that cannot be completely remedied within thirty (30) days after such Notice, it shall not be an Event of Default as long as the defaulting party is proceeding in good faith and with due diligence to remedy the same as soon as practicable, but in no event later than ninety (90) days after such Notice unless this Redevelopment Agreement specifically provides otherwise.

5.02. Remedies Upon Event of Default of Redeveloper. If an Event of Default by the Redeveloper occurs, then the Township may take whatever action at law or in equity as Township may deem necessary or desirable to enforce the performance or observance of any rights or remedies of Township, or any obligations, agreements, or covenants of the Redeveloper under this Redevelopment Agreement, including an action for specific performance and/or actual, compensatory damages (but specifically excluding consequential or punitive damages). Further, but subject to any cure provisions afforded the Redeveloper hereunder, the Township shall have the right, in its sole and absolute discretion, on written notice to the Redeveloper (after applicable Notice and cure period shall have expired), to terminate this Redevelopment Agreement upon which, except as expressly provided for herein, this Redevelopment Agreement shall be void and of no further force and effect and neither Party shall have any further rights, liabilities and/or obligations hereunder. In the event of such termination, and provided that the Redeveloper has not Commenced Construction or entered into a permitted Mortgage with an Institution for the construction of the Project, then the Ground Lease shall be terminated. In addition, if Redeveloper fails to pay any Township Costs in accordance with the requirements of this Redevelopment Agreement, the Township may file legal action seeking payment of the Township Costs.

5.03. Remedies Upon Event of Default by the Township. If an Event of Default by the Township occurs, then the Redeveloper may take whatever action at law or in equity as

Redeveloper may deem necessary or desirable to enforce the performance or observance of any rights or remedies of Redeveloper, or any obligations, agreements, or covenants of the Township under this Redevelopment Agreement, including an action for specific performance and/or actual, compensatory damages (but specifically excluding consequential or punitive damages). Further, but subject to any cure provisions afforded the Township hereunder, the Redeveloper shall have the right, in its sole and absolute discretion, on written notice to the Township (after applicable Notice and cure period shall have expired), to terminate this Redevelopment Agreement upon which, except as expressly provided for herein, this Redevelopment Agreement shall be void and of no further force and effect and neither Party shall have any further rights, liabilities and/or obligations hereunder and the Ground Lease shall simultaneously terminate.

5.04. Force Majeure Extension. For the purposes of this Redevelopment Agreement, neither the Township nor Redeveloper shall be considered in breach or in default with respect to its obligations hereunder because of a delay in performance arising from a Force Majeure Event. It is the purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the Township or Redeveloper shall be extended for the period of the delay; provided, however, that such delay is actually caused by or results from the Force Majeure Event. The time for completion of any specified obligation hereunder shall be tolled for a period of time up to but not exceeding the period of delay resulting from the occurrence of a Force Majeure Event. During any Force Majeure Event that affects only a portion of a Project, Redeveloper shall to the maximum extent feasible continue to perform its obligations for the balance of the Project unaffected by the Force Majeure Event. The existence of an event or occurrence of Force Majeure Event shall not prevent the Township or Redeveloper from declaring a default or the occurrence of an Event of Default by the other party if the event that is the basis of the Event of Default is not a result of the Force Majeure Event.

5.05. No Waiver. Except as otherwise expressly provided in this Redevelopment Agreement, any failure or delay by either party hereunder in asserting any of its rights or remedies as to any default by the other party, shall not operate as a waiver of such default, or of any such rights or remedies, or to deprive the Township or the Redeveloper, as the case may be, of its right to institute and maintain any actions or proceedings in accordance with this Redevelopment Agreement, which it may deem necessary to protect, assert or enforce any such rights or remedies.

5.06. Remedies Cumulative. No remedy conferred by any of the provisions of this Redevelopment Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

5.07. Termination Rights Related to Litigation. If third party litigation is commenced challenging the validity of (i) the designation of the Property, (ii) the Redevelopment Plan, or (iii) execution of this Redevelopment Agreement by the Township, the commencement of such litigation shall be a Force Majeure Event effective as of the date of the filing of the summons and complaint if Redeveloper invokes the Force Majeure provisions of this Redevelopment Agreement; provided, however, that if such litigation is finally determined in favor of the plaintiff with no further opportunity for appeal, then either Party may terminate

this Redevelopment Agreement by written notice to the other. Upon such termination, this Redevelopment Agreement shall be void and of no further force and effect and neither Party hereto shall have any rights, liabilities and/or obligations hereunder.

ARTICLE 6: TOWNSHIP COSTS

6.01. Escrow Account to Cover Township Costs.

(a) Redeveloper hereby establishes with the Township an escrow account (the “**Escrow Account**”) having an initial balance of Twenty-Five Thousand Dollars (\$25,000.00) to cover Township Costs (the “**Escrow Deposit**”).

(b) Notwithstanding anything to the contrary contained herein, if the Township retains a different professional or consultant in the place of any professional originally responsible for any aspect of the project, the Township shall be responsible for all time and expenses of the new professional to become familiar with the project and the Township shall not bill Redeveloper or charge the Escrow Account for any such services.

6.02. Escrow Procedures.

(a) The Escrow Deposit is separate from and in addition to all other application fees and escrow deposits that may be required by the Township pursuant to the terms of the Redevelopment Agreement, including any applications for land use approvals that may be needed to implement the Redevelopment Plan. Additions to the Escrow Deposit may subsequently become necessary to cover all reimbursable expenses incurred by the Township, as “Escrowee”, pursuant to the terms of this Redevelopment Agreement.

(b) The Escrow Deposit and all additions thereto shall be held by the Escrowee in a banking institution or savings and loan association in the State of New Jersey insured by an agency of the federal government, or in any other fund or depository approved for such deposits by the State of New Jersey, in a segregated, non-interest bearing account referenced to this Redevelopment Agreement.

(c) The Escrowee shall use the Escrow Deposit and all additions thereto to pay Township Costs in accordance with the provisions of this Redevelopment Agreement. Each payment for professional services charged to the Escrow Account shall be pursuant to a voucher from the professional or consultant, identifying the personnel performing services, each date the services were performed, the hours spent in not greater than one-tenth (1/10) hour increments, the hourly rate, and specifying the services performed. All professionals shall submit the required vouchers or statements to the Escrowee on a monthly basis in accordance with the schedule and procedures established by the Escrowee. The professionals or the Escrowee shall simultaneously send an informational copy of each voucher or statement submitted to the Escrowee to the Redeveloper; provided, that each such informational voucher or statement may be redacted if and as necessary to prevent disclosure of privileged or otherwise confidential matters.

(d) Within three (3) Business Days after a written request by the Redeveloper is received by the Township Attorney, the Escrowee shall prepare and send to the Redeveloper a statement which shall include an accounting of funds listing all deposits, disbursements and the cumulative balance of the Escrow Account. If at any time the balance in the Escrow Account is less than Five Thousand Dollars (\$5,000.00), the Escrowee shall provide the Redeveloper with a notice of the insufficient Escrow Account balance. Redeveloper shall deposit to the Escrow Account additional funds such that the total amount on deposit shall be not less than Fifteen Thousand Dollars (\$15,000.00) such deposit to be made within five (5) Business Days after the Escrowee's notice, failing which the Escrowee may unilaterally cease work without liability to the Redeveloper.

(e) Upon the issuance of a Certificate of Completion or other termination of this Redevelopment Agreement, the Redeveloper shall send written Notice by certified mail to the Escrowee requesting that the remaining balance of the Escrow Account be refunded, or otherwise applied in accordance with the provisions of this Redevelopment Agreement. After receipt of such Notice, the professional(s) shall render a final bill to Escrowee within thirty (30) days, and shall send an informational copy simultaneously to the Redeveloper. Within thirty (30) days after receipt of the final bill the Escrowee shall pay all outstanding bills and render a written final accounting to the Redeveloper. The Redeveloper will not be responsible for any additional charges once the final accounting has been rendered by the Escrowee in accordance with this section. This Section shall survive issuance of a Certificate of Completion or other termination of this Redevelopment Agreement.

(f) The Redeveloper may dispute the propriety or reasonableness of Township Costs paid out of the Escrow Account by written Notice to the Escrowee. A copy of such Notice shall be sent simultaneously to the professional(s) whose charges or estimated costs are the subject of the dispute. Such written Notice of a disputed charge shall be given within thirty (30) days after the Redeveloper's receipt of the informational copy of the professional's voucher, invoice, statement or bill, except that if the professional has not supplied the Redeveloper with an informational copy of the voucher, invoice, statement or bill, then the Redeveloper shall send Notice within thirty (30) days after receipt of the first statement of activity against the Escrow Account containing the disputed charge. Failure to dispute a charge in writing within the prescribed time shall constitute the Redeveloper's acceptance of the charge and a waiver by the Redeveloper of all objections to the charge and to payment thereof out of the Escrow Account. The terms of this Section shall survive termination of this Redevelopment Agreement. If the Escrowee and the Redeveloper cannot agree on the resolution of a disputed charge, the parties agree to arbitrate the matter, with a retired judge mutually agreeable to the parties acting as arbitrator. During the pendency of a dispute, the Escrowee shall not pay the disputed charges out of the Escrow Account but may continue to pay undisputed charges out of the Escrow Account.

(g) The terms of this Section 6.02 shall survive termination of this Redevelopment Agreement.

ARTICLE 7: FINANCING

7.01. Mortgage Financing.

(a) During the term of this Redevelopment Agreement, the Redeveloper shall not engage in any financing or any other transaction creating any Mortgage on the Project in excess of ninety percent (90%) of the cost of leasing the Property and developing the Project (including designing, permitting and constructing the Project), except as may be approved by the Township (which approval shall not be unreasonably withheld) for the purpose of obtaining funds in connection with the construction of the Project.

(b) In the event that the Redeveloper is unable to obtain financing for the Project on terms and conditions acceptable to Redeveloper in its sole discretion, or if Redeveloper determines that financing for the Project cannot be obtained on terms and conditions acceptable to Redeveloper in its sole discretion, then prior to the Closing Date, Redeveloper shall have the right to terminate this Redevelopment Agreement upon written notice to the Township.

(c) If this Redevelopment Agreement is terminated pursuant to the terms of this Section 7.01 then, except as expressly set forth herein to the contrary and upon full payment of all Township Costs accruing until the date of such termination, this Redevelopment Agreement (including, without limitation, all the covenants contained herein) shall be of no further force and effect and the Parties hereto shall have no further rights, liabilities and/or obligations hereunder.

(d) If the Mortgagee reasonably requires any change(s) or modification(s) to the terms of this Redevelopment Agreement, the Township shall reasonably cooperate with the Mortgagee and the Redeveloper in reviewing and approving such proposed change(s) or modification(s); provided, however, that any such proposed change or modification shall not materially and adversely alter or modify the rights and obligations of the Redeveloper or the Township, as provided in this Redevelopment Agreement.

7.02. Notice of Default to the Mortgagee and Right to Cure. Whenever the Township shall deliver any Notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper under this Redevelopment Agreement, the Township shall at the same time deliver to each Mortgagee and tax credit investor in Redeveloper a copy of such Notice or demand; provided that the Redeveloper has delivered to the Township a written Notice of the name and address of such Mortgagee and tax credit investor in Redeveloper. Each such Mortgagee and tax credit investor in Redeveloper (insofar as the rights of the Township are concerned) has the right at its option within sixty (60) days after the receipt of such Notice (and the expiration of all applicable cure periods), to cure or remedy, or to commence to cure or remedy, any such default which is subject to being cured and to add the cost thereof to the debt and the lien which it holds. The Township shall not seek to enforce any of its remedies under this Redevelopment Agreement during the period in which any such Mortgagee and tax credit investor in Redeveloper is proceeding diligently and in good faith to cure a Redeveloper Event of Default. If the Mortgagee and/or tax credit investor in Redeveloper elects to cure the Event of Default within such sixty (60) day period, but has not completed such cure, then not later than every sixty (60) days thereafter until such Event of Default is cured, Redeveloper shall inform the Township that the Mortgagee and/or tax credit investor in Redeveloper is proceeding diligently to cure the Redeveloper Event of Default, and briefly describe the course of action being pursued to effectuate such cure. Notwithstanding the foregoing, the Township may seek to

enforce any of its remedies under this Redevelopment Agreement with respect to a monetary Event of Default if such monetary Event of Default is not cured within such sixty (60) day period after notice thereof.

7.03. No Guarantee of Construction or Completion by Mortgagee.

(a) A Mortgagee shall in no manner be obligated by the provisions of this Redevelopment Agreement to construct or complete the Project, or to guarantee such construction or completion; nor shall any covenant or any other provisions be construed so to obligate a Mortgagee. Nothing contained in this Redevelopment Agreement shall be deemed to permit or authorize such Mortgagee to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the Mortgagee's security, including the Improvements or construction already made) without the Mortgagee or Affiliate of Mortgagee first having expressly assumed the Redeveloper's obligations to the Township with respect to the Project by written agreement reasonably satisfactory to the Township.

(b) If a Mortgagee forecloses its Mortgage secured by the Project, or takes title (in its name or the name of an Affiliate) to the Project by deed-in-lieu of foreclosure or similar transaction (collectively a “**Foreclosure**”), the Mortgagee or its Affiliate shall have the option to either (i) sell the Project to any Person, provided Mortgagee gives the Township Notice of such sale at least twenty (20) days prior to closing and provided such Person assumes the obligations of the Redeveloper under this Redevelopment Agreement in accordance with Applicable Law, and/or (ii) assume the obligations of the Redeveloper under this Redevelopment Agreement in accordance with Applicable Law. The Mortgagee, or the entity assuming the obligations of the Redeveloper, in that event must agree to complete the Project in accordance with the terms of this Redevelopment Agreement, but subject to reasonable extensions of any deadlines hereunder. Any such Mortgagee, or other entity assuming such obligations of the Redeveloper, upon completing the Project shall be entitled, upon written request made to the Township, to a Certificate of Completion in accordance with the terms of this Redevelopment Agreement. Nothing in this Redevelopment Agreement shall be construed or deemed to permit or to authorize any Mortgagee, or such other entity assuming such obligations of the Redeveloper, to devote the Property, or any part thereof, to any uses, or to construct any Improvements thereon, other than those uses or Improvements provided for or authorized by this Redevelopment Agreement and the Redevelopment Plan. The Mortgagee or such other entity that assumes the obligations of the Redeveloper shall be entitled to develop the Property or Project in accordance herewith.

ARTICLE 8: MISCELLANEOUS

8.01. No Consideration for Agreement. Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Redevelopment Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys and costs associated with Lot 1. Redeveloper further warrants it has not paid or incurred any obligation to pay any officer or official of the Township, any money or other consideration for or in connection with this Redevelopment Agreement.

8.02. Non-Liability of Officials and Employees.

(a) No member, official or employee of the Township shall be personally liable to Redeveloper, or any successor in interest, in the event of any default or breach by the Township, or for any amount which may become due to Redeveloper or its successor, or on any obligation under the terms of this Redevelopment Agreement.

(b) No member, officer, shareholder, director, partner or employee of the Redeveloper shall be personally liable to the Township, or any successor in interest, in the event of any default or breach by the Redeveloper or for any amount which may become due to the Township, or their successors, on any obligation under the terms of this Redevelopment Agreement.

8.03. Modification of Agreement. No modification, waiver, amendment, discharge, or change of this Redevelopment Agreement shall be valid unless the same is in writing, duly authorized, and signed by Redeveloper and the Township.

8.04. Recitals and Exhibits. The Recitals and all Exhibits annexed to this Redevelopment Agreement are hereby made a part of this Redevelopment Agreement by this reference thereto.

8.05. Entire Agreement. This Redevelopment Agreement and the Ground Lease constitute the entire agreement between the parties hereto and supersede all prior oral and written agreements between the parties with respect to the subject matter hereof.

8.06. Severability. The validity of any Articles and Section, clause or provision of this Redevelopment Agreement shall not affect the validity of the remaining Articles and Section, clauses or provisions hereof.

8.07. Indemnification. Redeveloper, for itself and its successors and assigns, covenants and agrees, at its sole cost and expense to indemnify, defend and hold harmless the Township, its Mayor, its governing body, their respective officers, employees, agents, contractors, boards, departments, officials, attorneys and consultants from any third party claims, liabilities, losses, costs, damages, penalties and expenses (including reasonable attorney's fees) resulting from or in connection with the acts or omissions of Redeveloper or of Redeveloper's agents, employees, or consultants in connection with the lease of the Property, development, financing, design, construction, operation, or maintenance of the Project, provided, however, that no indemnification shall be required pursuant to this Section 8.07 in the event that the indemnification otherwise due pursuant to this Section 8.07 is attributable to the gross negligence or willful misconduct of the Township, its governing body, or any agency of the Township or any of their respective officers, employees, agents, attorneys, consultants, representatives and employees. This Section shall survive termination of this Redevelopment Agreement.

8.08. Notices. A notice, demand or other communication required to be given under this Redevelopment Agreement by any Party to the other (each, a "**Notice**") shall be in writing

and shall be sufficiently given or delivered if dispatched by United States Registered or Certified Mail, postage prepaid and return receipt requested, or delivered by overnight courier, signature required, or delivered personally (with receipt acknowledged), to the parties at their respective addresses set forth herein, or at such other address or addresses with respect to the parties or their counsel as any party may, from time to time, designate in writing and forward to the others as provided in this Section.

As to the Township:

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

With a copy to:

Richard D. Trenk, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, New Jersey 07068

As to the Redeveloper:

Joseph Alpert
West Orange Senior Housing, LLC
1 Parker Plaza
Fort Lee, New Jersey 07024

With a copy to:

David J. Ritter, Esq.
Brach Eichler, LLC
101 Eisenhower Parkway
Roseland, New Jersey 07068

From time to time either Party may designate a different Person or address for all the purposes of this Notice provision by giving the other party no less than ten (10) days Notice in advance of such change of address in accordance with the provisions hereof. Notices shall be effective upon the earlier of receipt or rejection of delivery by the addressee, provided, that any Notice delivered by telecopy shall be deemed to have been received by such party at the time of transmission, provided that a hard copy and transmission confirmation is simultaneously sent by a recognized overnight national carrier service for next business day delivery. Any Notice given by an attorney for a party shall be effective for all purposes.

8.09. Further Assurances/Cooperation. The Parties shall reasonably cooperate with each other as reasonably necessary to effectuate the Project. From time to time at the request of

either Redeveloper or the Township, the other party shall execute, acknowledge and deliver such other and further documents as the requesting party may reasonably request to better effectuate the provisions of this Redevelopment Agreement.

8.10. Governing Law. This Redevelopment Agreement shall be construed and enforced in accordance with the internal laws of the State of New Jersey, without giving effect to the principles of conflicts of law.

8.11. Counterparts. This Redevelopment Agreement may be executed in one or more counterparts (which may be copies delivered electronically or by facsimile), each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same Agreement.

8.12. Estoppel Certificates. Within fourteen (14) days following written request therefore by a Party hereto (which request may be on behalf of any Mortgagee, purchaser, tenant or other party having an interest in the Property), the other party shall issue a signed certificate (“**Estoppel Certificate**”) stating that (i) this Redevelopment Agreement is in full force and effect, (ii) there is no Event of Default under this Redevelopment Agreement (nor any event which, with the passage of time and the giving of notice would result in an Event of Default under this Redevelopment Agreement), or stating the nature of the Event of Default or other such event, if any, and (iii) any other matter reasonably requested. In the event the Estoppel Certificate discloses an Event of Default or other event, it shall also state the manner in which such default, breach and/or event may be cured.

**THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE
PAGE FOLLOWS.**

IN WITNESS WHEREOF, the parties have executed this Redevelopment Agreement effective as of the latest date of the signatures affixed hereto.

Attest:

TOWNSHIP OF WEST ORANGE

Karen Carnevale, RMC
Township Clerk

By: _____
Mayor Robert D. Parisi

SEAL

Dated: _____

Witness:

WEST ORANGE SENIOR HOUSING, LLC

By: _____
Name: Joseph Alpert
Title: Managing Member

Dated: _____

7/12/19; subject to final review & revision

EXHIBIT A
CONCEPT PLAN

EXHIBIT B

FORM OF CERTIFICATE OF COMPLETION

Record and Return to:

Prepared by:

Certificate of Completion

_____, 20__

WEST ORANGE SENIOR HOUSING, LLC
1 Parker Plaza
Fort Lee, New Jersey 07024

RE: Certificate of Completion

Ladies and Gentlemen:

In accordance with Section 3.03 of the Redevelopment Agreement entered into by the Township of West Orange (the "**Township**") and West Orange Senior Housing, LLC (the "**Redeveloper**"), dated as of [_____] (the "**Agreement**"), this letter shall serve as acknowledgment that Redeveloper has performed all of its duties and obligations with respect to the Project (as such term is defined in the Agreement) under the Agreement and has completed construction of the Project in accordance with the requirements of the Agreement.

This Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the Redeveloper's obligations, responsibilities and covenants under the Agreement, except for Section 3.02(c) thereof, which by the terms of the Agreement shall survive such termination. The conditions that were found and determined to exist with respect to the Property (as defined in the Agreement) at the time the Property was determined to be in need of redevelopment shall be deemed to no longer exist and the Property shall no longer be subject to the possibility of eminent domain as a result of those determinations.

The Declaration recorded in the office of the Essex County Clerk on [_____] in deed book [____], page [____] is hereby discharged of record and is void and of no further force and effect, except with respect to Section 3.02(c) thereof, which remains in effect without limitation as to time.

Very truly yours,

TOWNSHIP OF WEST ORANGE

By: _____

Name:

Title:

ACKNOWLEDGMENT

STATE OF NEW JERSEY :

: SS.:

COUNTY OF ESSEX :

BE IT REMEMBERED, that on this ____ day of _____, 20__ before me, the subscriber, a Notary Public of New Jersey, personally appeared _____, who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction that he/she is the _____ of the **TOWNSHIP OF WEST ORANGE, NEW JERSEY**, the entity named in the within Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by the Township of West Orange and said Instrument was signed and delivered by said _____ as and for the voluntary act and deed of said entity.

Notary or Attorney At Law
The State of New Jersey

EXHIBIT C

FORM DECLARATION OF COVENANTS AND RESTRICTIONS

Record and Return to:

Prepared by:

DECLARATION OF COVENANTS AND RESTRICTIONS

Block 68, Lot 1 in the Township of West Orange, New Jersey (the "**Property**")

This Declaration of Restrictions is made this ____ day of _____, 2019 by and between the **TOWNSHIP OF WEST ORANGE** (the "**Township**"), a municipal corporation of the State of New Jersey having its offices at 100 Mountain Avenue, West Orange, New Jersey 07081, in its capacity as redevelopment entity pursuant to *N.J.S.A. 40A:12A-4(c)*;

and

WEST ORANGE SENIOR HOUSING, LLC, a limited liability company of the State of New Jersey, having its offices at 1 Parker Plaza, Fort Lee, New Jersey 07024 (together with permitted successors or assigns hereinafter provided, referred to as the "**Redeveloper**").

W I T N E S S E T H

WHEREAS, the Township Council of the Township of West Orange, in the County of Essex, New Jersey (the "**Township Council**") adopted Resolution 99-19 on March 19, 2019 pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "**Redevelopment Law**"), and based upon the report and recommendation of the West Orange Planning Board (the "**Planning Board**"), designating a portion (the portion that contains the West Orange Public Library) of certain property identified on the official tax maps of the Township as Block 68, Lot 1, as an area in need of redevelopment (the "**Property**"); and

WHEREAS, pursuant to *N.J.S.A. 40A:12A-7*, the Township Council, in accordance with the applicable provisions and requirements of the Redevelopment Law, on July 16, 2019 enacted the West Orange Library Redevelopment Plan (as may be amended and supplemented from time to time, the "**Redevelopment Plan**"); and

WHEREAS, the Redeveloper wishes to develop the Property with a [65-unit age-restricted, affordable housing project in accordance with the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983 (*N.J.S.A. 55:14K-1 et seq.*) as specifically

set forth on the concept plan attached as Exhibit A (the "**Project**") and in accordance with the Redevelopment Plan; and

WHEREAS, the Redeveloper entered an agreement in order to develop, construct and implement that certain Project defined in the redevelopment agreement executed by and between the Township and the Redeveloper dated _____ (the "**Redevelopment Agreement**") in accordance with *N.J.S.A. 40A:12A-8(f)* of the Redevelopment Law; and

WHEREAS, *N.J.S.A. 40A:12A-9(a)* of the Redevelopment Law requires that all agreements, leases, deeds and other instruments between a municipality and a redeveloper shall contain a covenant running with the land requiring, among other things, that " . . . the owner shall construct only the uses established in the current redevelopment plan . . . "; and

WHEREAS, the Redevelopment Agreement contains such a covenant by the Redeveloper and its successor or assigns for as long as the Redevelopment Agreement remains in effect, as well as one (1) perpetual covenant by the Redeveloper and its successor or assigns not to unlawfully discriminate upon the basis of race color creed, religion, ancestry, national origin, sex or familial status in the sale, lease, rental, use or occupancy of the Property or any building or structures erected thereon; and

WHEREAS, the Redevelopment Agreement also provides that the Property, the Redevelopment Agreement, and Redeveloper's interest therein shall not be transferable, subject to certain conditions, prior to the issuance of a Certificate of Completion and further provides certain remedies to the Township for violations of the covenants and defaults under the Redevelopment Agreement; and

WHEREAS, the Redevelopment Agreement requires that such covenants be memorialized in a Declaration of Restrictions and said declaration be recorded in the office of the Essex County Clerk,

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

Section 1. Defined terms not otherwise defined herein shall have the meaning assigned to such terms in the Redevelopment Agreement.

Section 2. Redeveloper covenants and agrees that, subject to the terms of the Redevelopment Agreement:

(a) Redeveloper shall construct the Project on the Property in accordance with, and subject to the terms of, the Redevelopment Plan, the Redevelopment Agreement, and all Applicable Laws and Governmental Approvals.

(b) Except for Permitted Transfers, and subject to the terms hereof, prior to the issuance of a Certificate of Completion, Redeveloper shall not effect a Transfer without the written consent of the Township, which shall not be unreasonably withheld, conditioned or delayed.

(c) In connection with its use or occupancy of the Project, Redeveloper shall not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Property is restricted upon the basis of race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and Redeveloper, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.

(d) Redeveloper shall, upon Completion of Construction, obtain a Certificate of Occupancy and all other Government Approvals required for the occupancy and uses of the Property for the purposes contemplated hereby.

(e) Redeveloper shall cause the Project to be developed, financed, constructed, operated and maintained at its sole cost and expense.

(f) Redeveloper shall develop, finance, construct, operate and maintain the Project consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and the Redevelopment Agreement including the obligation to use commercially reasonable efforts to meet all deadlines and timeframes set forth in the Redevelopment Agreement.

(g) Prior to the issuance of a Certificate of Completion, Redeveloper shall not encumber, hypothecate or otherwise use the Property, or any part thereof as collateral for any transaction unrelated to the Project.

(h) Redeveloper will promptly pay and any and all taxes, service charges, business improvement district special assessments or similar obligations when owed with respect to the Property and any other property owned by Redeveloper situated in the Township.

(i) Redeveloper recognizes the importance of the Redevelopment Project to the general welfare of the community and that the identity of the Redeveloper and its qualifications were critical to the Township in entering into the Redevelopment Agreement. The Township considers that a change of Control in Redeveloper, a change in the Managing Member of Redeveloper, or the transfer of fifty percent (50%) or more of the ownership interest in Redeveloper to any Person other than an Institution, is for practical purposes a Transfer or disposition of the Project. Redeveloper recognizes that it is because of such qualifications and identity that the Township entered into the Redevelopment Agreement with Redeveloper, and, in so doing, the Township relied on the obligations of Redeveloper and not some other Person for the faithful performance of all undertakings and covenants to be performed by Redeveloper under the Redevelopment Agreement. As a result, except for Permitted Transfers, prior to Completion of the Project as evidenced by the issuance of a Certificate of Completion, and without the prior written approval of the Township, which shall not be unreasonably withheld, conditioned or delayed, Redeveloper agrees for itself and all successors in interest that there shall be no change in Control of Redeveloper, there shall be no change in the Managing Member of Redeveloper, nor shall there be any transfer of fifty percent (50%) or more of the ownership interest in Redeveloper to any Person other than an Institution. At all times during the term of

the Redevelopment Agreement, [_____] shall maintain ownership of at least fifty percent (50%) of Redeveloper.

Section 3. It is intended and agreed that the covenants and restrictions set forth in Section 2 shall be covenants running with the land. All covenants in Section 2, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Redevelopment Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Township and its successors and assigns, and any successor in interest to the Property, or any part thereof, against Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Property or any part thereof. Notwithstanding the foregoing, the agreements and covenants set for in Section 2 shall cease and terminate upon the issuance of a Certificate of Completion for such Improvements, provided however, that the covenants in 2(c) shall remain in effect without limitation as to time.

Section 4. It is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 2 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the Township for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Township has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate.

IN WITNESS WHEREOF, the parties hereto have caused this Declaration of Covenants and Restrictions to be executed in their names by their duly authorized officials or managers, as the case may be, and their corporate seals to be hereunto affixed attested to by their duly authorized officers all as of the date first written above.

Attest:

TOWNSHIP OF WEST ORANGE

Karen Carnevale, RMC
Township Clerk

By: _____
Mayor Robert D. Parisi

Witness:

WEST ORANGE SENIOR HOUSING, LLC

By: _____
Name: Joseph Alpert
Title: Owner

STATE OF NEW JERSEY :

: ss.:

COUNTY OF ESSEX :

BE IT REMEMBERED, that on this ____ day of _____, 2019 before me, the subscriber, a Notary Public of New Jersey, personally appeared Robert D. Parisi, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction that he is the Mayor of the **TOWNSHIP OF WEST ORANGE, NEW JERSEY**, the entity named in the within Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by the Township of West Orange and said Instrument was signed and delivered by said Mayor as and for the voluntary act and deed of said entity.

Notary or Attorney At Law
The State of New Jersey

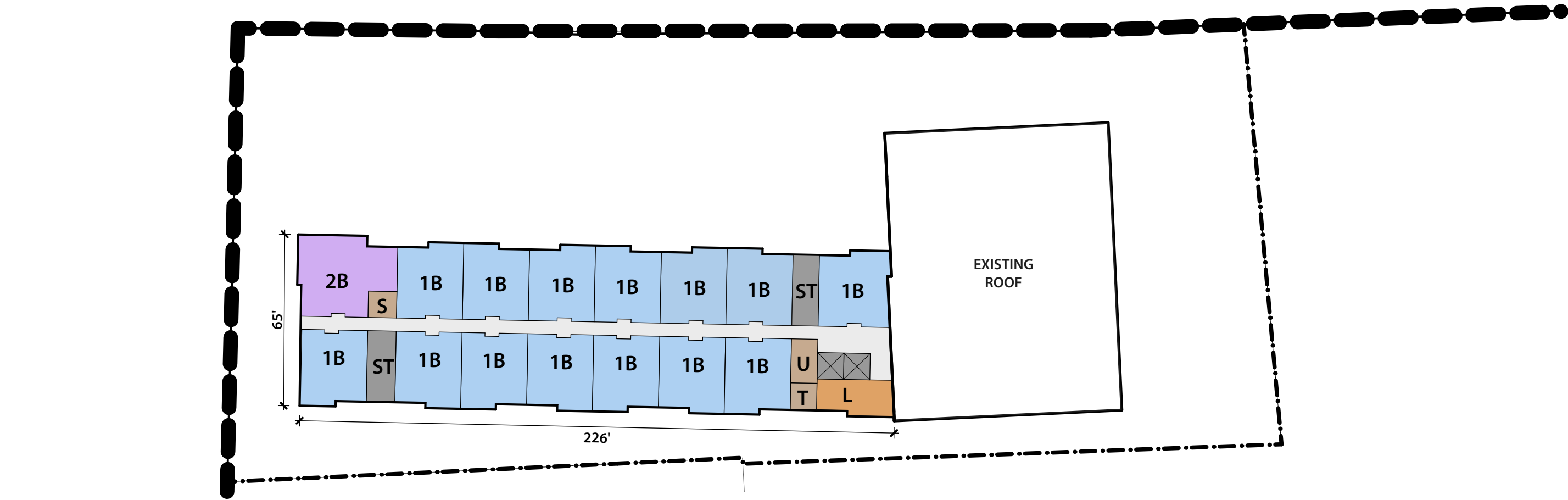
STATE OF NEW JERSEY :

: ss.:

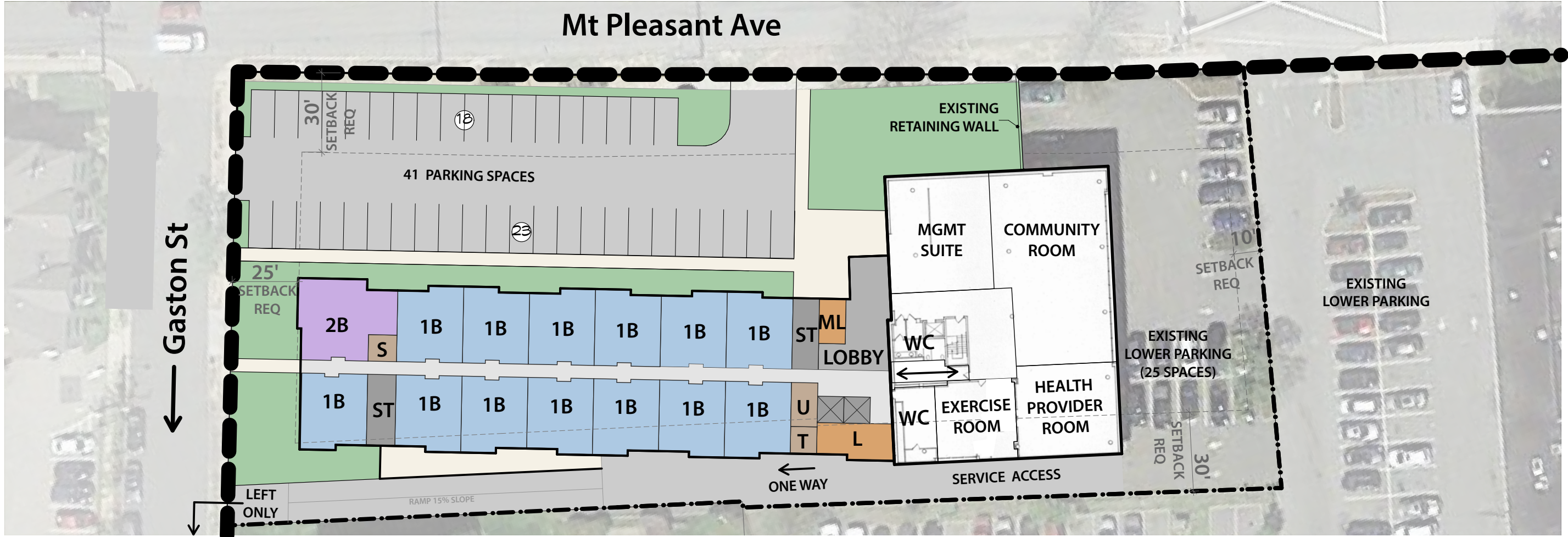
COUNTY OF ESSEX :

BE IT REMEMBERED, that on this ____ day of _____, 2019 before me, the subscriber, a Notary Public of New Jersey, personally appeared Joseph Alpert, who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction that he is the Owner of **WEST ORANGE SENIOR HOUSING, LLC**, the entity named in the within Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by the entity and said Instrument was signed and delivered by said Owner as and for the voluntary act and deed of said entity.

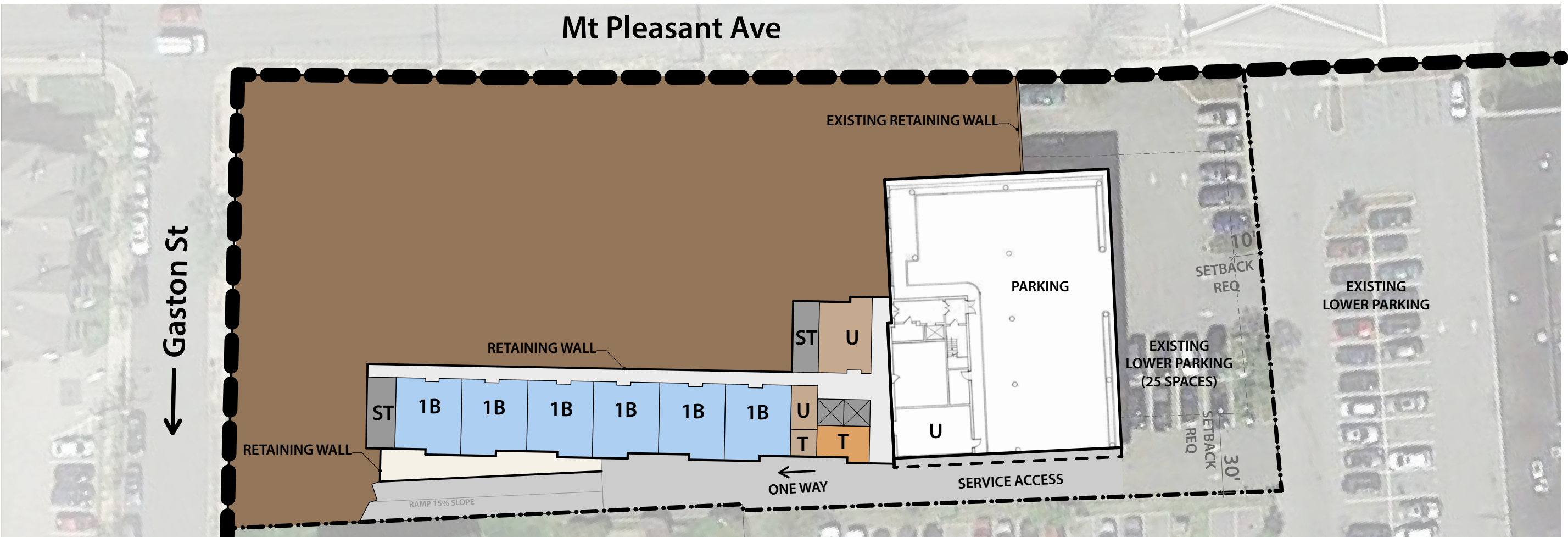
Notary or Attorney At Law
The State of New Jersey



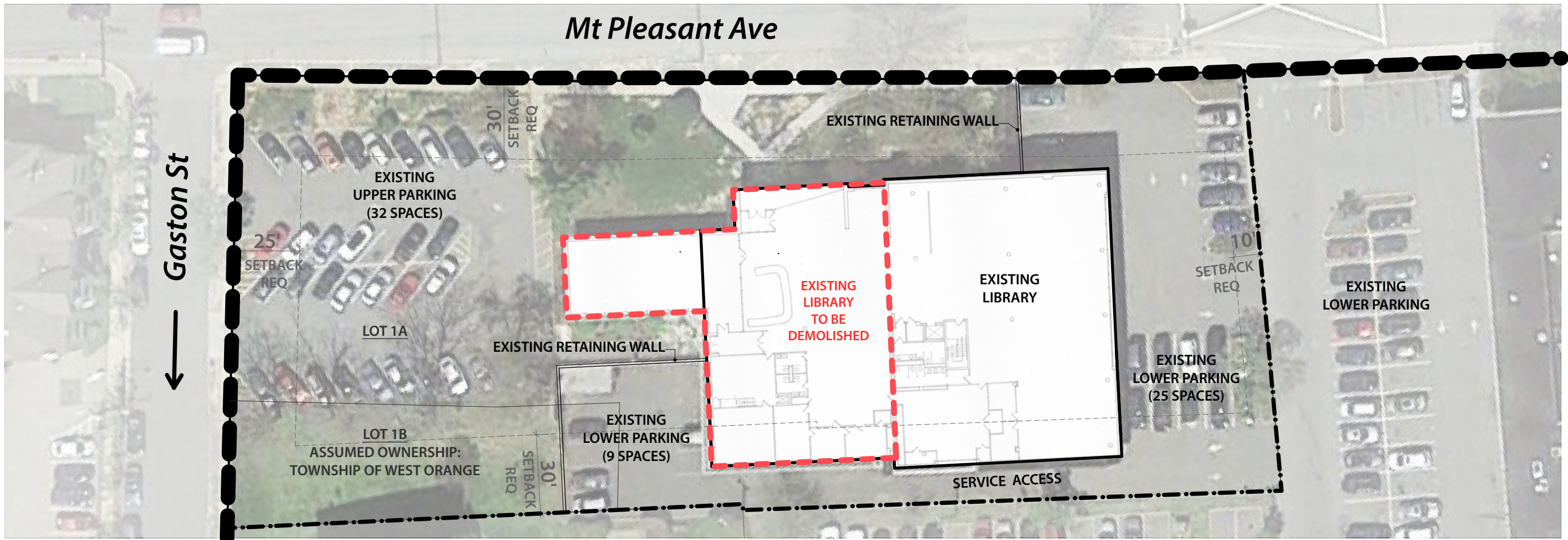
TYPICAL LEVEL (2ND - 4TH)



FIRST LEVEL



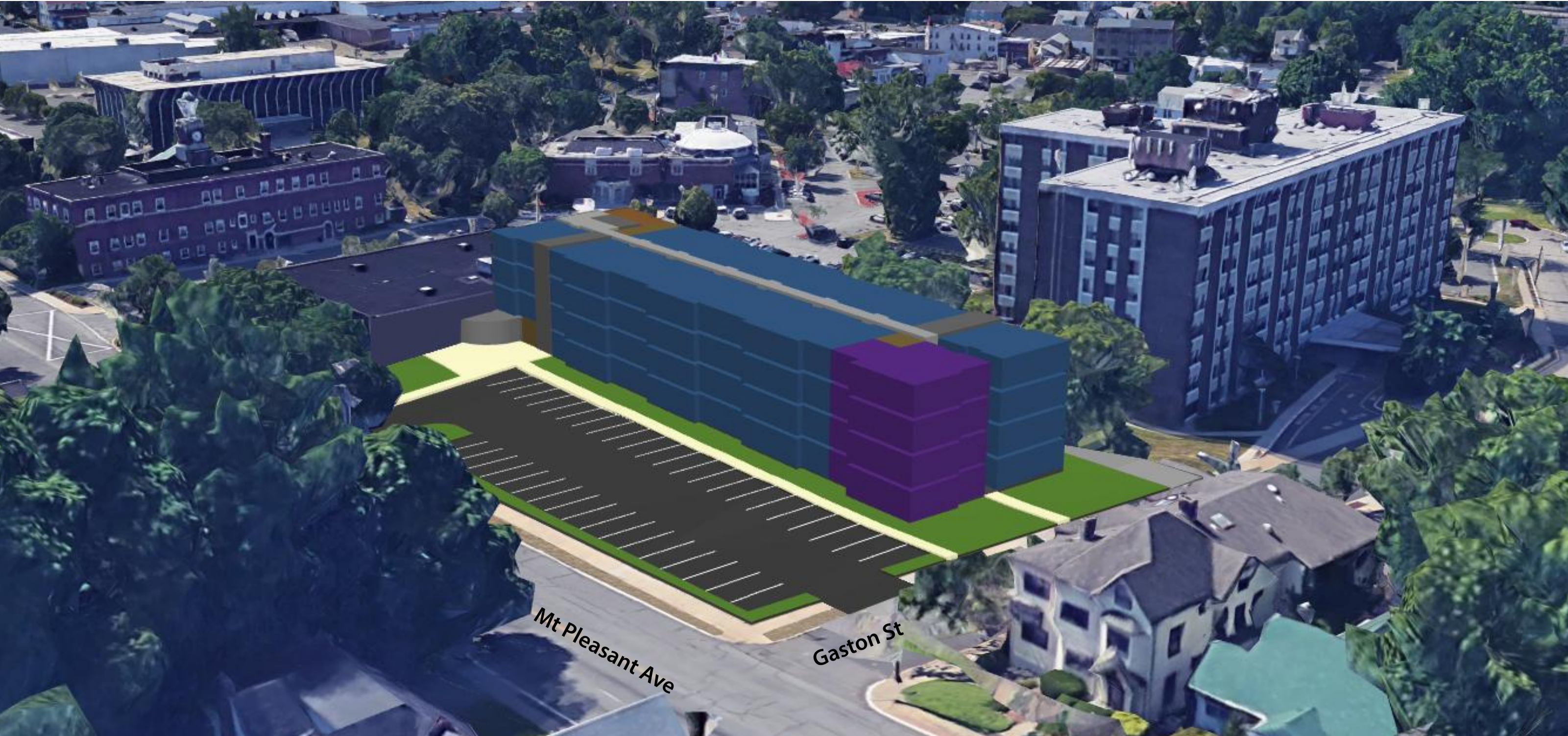
LOWER LEVEL



SITE



VIEW FROM SOUTH



VIEW FROM NORTH

West Orange Public Library
46 Mt Pleasant Ave
West Orange, NJ 07052

BLOCK: 68
LOT: 1
1.47 AC (PROPOSED)
ZONING: OB-2 Office Buildings
(Senior Housing,
Permitted Conditional Use)

THIS DEVELOPMENT CONCEPT IS BASED UPON A 2014 TAX MAP, 1991 PROPOSED NEW POLICE FACILITIES SITE PLAN, AND 1986 TOWNSHIP CENTER PROJECT AREA SITE PLAN.

SITE PARCEL OWNERSHIP AND PROPERTY BOUNDARY NEED TO BE VERIFIED. THE LOCATION OF AN EXISTING STORM DRAIN NEEDS TO BE VERIFIED AND MAY CAUSE DEVELOPMENT CONFLICTS.

A SITE SURVEY IS NEEDED TO VERIFY PROPERTY INFORMATION.

DEVELOPMENT STATISTICS: 4 STORY, SENIOR MID-RISE APARTMENTS				
STORY	1-BR	2-BR	TOTAL	BUILDING SF
	685 GSF	974 GSF		
4th	14	1	15	13,995
3rd	14	1	15	13,995
2nd	14	1	15	13,995
1st	13	1	14	14,324
LOWER	6	0	6	7,966
TOTAL DU	61	4	65	64,275
	94%	6%	100%	
PARKING				
NEW PARKING LOT			41	
EXISTING PARKING LOT			25	
PROVIDED			66	
EXISTING			66	
			0	NET GAIN

RESOLUTION NO. 189-19

RESOLUTION OF THE TOWNSHIP OF WEST ORANGE, COUNTY OF ESSEX, STATE OF NEW JERSEY, AUTHORIZING THE AWARD OF A CONTRACT TO A THIRD PARTY POWER SUPPLIER TO PROVIDE ELECTRIC GENERATION SERVICE TO WEST ORANGE COMMUNITY ENERGY AGGREGATION (WOCEA) PROGRAM PARTICIPANTS AND TO PROVIDE GOVERNMENT ENERGY AGGREGATION SERVICES IN CONNECTION WITH THE WOCEA ROUND 3 PROGRAM PURSUANT TO N.J.A.C. 14:4-6.1 ET. SEQ.

WHEREAS, the Government Energy Aggregation Act of 2003 (P.L. 2003, c.24; N.J.S.A. 48:3-93.1 et. seq.) governs the establishment of a government energy aggregation program, which is a government-operated purchasing cooperative through which multiple energy consumers join together for the purchase of electric utility services by a government aggregator; and

WHEREAS, the New Jersey Board of Public Utilities has promulgated rules (N.J.A.C. 14:4-6.1 et. seq.) for the implementation of government energy aggregation programs; and

WHEREAS, the Township of West Orange passed an ordinance (Ordinance No. 2381-13) on August 20, 2013 authorizing the formation of a Government Energy Aggregation in the Township of West Orange, New Jersey, named the West Orange Community Energy Aggregation ("WOCEA") Program; and

WHEREAS, the Township is acting as the Lead Agency of the West Orange Community Energy Aggregation; and

WHEREAS, the residents of West Orange Township are included in the WOCEA on an "opt-out" basis, as set forth in applicable rules (N.J.A.C. 14:4-6.1 et. seq.); and

WHEREAS, by virtue of Ordinance No. 2381-13 and in accordance with New Jersey Board of Public Utilities rules (N.J.A.C. 14:4-6.1 et. seq.) and applicable law (PL. 2003, C24) West Orange Township is authorized to award a contract for electric generation service and government energy aggregation services on behalf of participating residential customers; and

WHEREAS, the Township of West Orange, in its capacity as Lead Agency, publicly noticed and issued on June 18, 2019 a Request for Proposals ("RFP") for the Provision of Electric Generation Service and Government Energy Aggregation Services for the third round of the WOCEA Program and has solicited proposals from New Jersey Board of Public Utilities (NJBPU)-licensed and qualified electric power suppliers in New Jersey; and

WHEREAS, the RFP provided for a two stage process that included: Stage 1 for the submission of supplier questions and comments and the submission of qualification documents by interested, NJBPU -licensed electric power suppliers; and Stage 2 for the submission of bid prices; and

WHEREAS, the RFP provides for the submission of separate pricing for electric generation service for one bid group consisting of Participating Residential Accounts, and including for three potential contract terms, including 12-month, 14-month, and 24-month; and two potential Master Performance Agreement (“MPA”) contract language options: Option A based upon the form of MPA attached to the RFP; and Option B which is based upon the same form of MPA except that a new section 2.1.6 as set forth in the MPA is added to the MPA; and

WHEREAS, the RFP provides for the submission of separate pricing for electric generation service for two different supply product options, including: Option 1 which contains the amount of renewable energy content required under the New Jersey Renewable Portfolio Standard (“RPS”); and Option 2 that has 100% renewable energy content as set forth in the RFP; and

WHEREAS, the RFP provides for the award of a contract for one, or none of the bid option combinations (contract length, MPA language option and renewable energy content product option) at the discretion of West Orange Township and in accordance with the evaluation criteria set forth in the RFP; and

WHEREAS, during Stage I non-binding Notices of Intent and other qualification documents were received from four (4) NJBPU-licensed electric power suppliers; and

WHEREAS, a number of supplier questions and comments were received and, as a result, on July 2, 2019 a document entitled ‘Responses to Supplier Questions and Addendum No.1’ to the RFP was issued and distributed to all suppliers that had submitted a Notice of Intent to Bid and/or requested a copy of the RFP; and

WHEREAS, Stage 2 price proposals and accompanying Transmittal Letters were submitted by four (4) NJBPU-licensed electric power suppliers by the 12:00 noon EDT July 16, 2019 deadline set forth in the RFP; and

WHEREAS, the Township, in consultation with its energy agent, has conducted extensive and in-depth evaluation of qualifications and analysis of bid prices, in accordance with the evaluation criteria set forth in the RFP and Addendum No.1; and

WHEREAS, pursuant to the RFP, the Township reserved the right to make an award to a supplier, or to make no award at all; and

WHEREAS, pursuant to applicable rules and the RFP, the Township shall base its award of a contract to a NJBPU-licensed electric power supplier for the Provision of Electric Generation Service and Government Energy Aggregation Services for the WOCEA program upon the most advantageous proposal, price and other factors considered; and

WHEREAS, as a result of the evaluation of qualifications and proposals and analysis of bid proposals submitted, the Township has determined that the proposal submitted by [Supplier Name], for a contract term of 12/14/24-months for the Option A/B contract language option and the renewable energy content product Option 1/2 i) provides the most overall benefit for the Township and WOCEA participants; and 2) will provide for contract power supply prices that

are lower than the applicable Public Service Gas and Electric Co. (PSE&G) Basic Generation Service tariff prices for power supply and is reasonably projected to provide power supply cost savings to WOCEA participants over the term of the contract, and makes it feasible to award a contract, for the Residential Account bid group; and, 3) provides the opportunity for residents currently receiving budget billing from PSE&G to continue to receive that service from the third party supplier; and

NOW, THEREFORE, BE IT RESOLVED that the Township of West Orange hereby awards a contract for the provision of electric generation service and government energy aggregation services for eligible WOCEA Round 3 Program participants in accordance with the terms and conditions of the RFP (including the applicable form of Master Performance Agreement included therein), as amended and/or clarified pursuant to Addendum No. 1 to the RFP; and

FURTHER RESOLVED that government energy aggregation services to be provided by [Supplier Name], including implementation of the opt-out process for residential customers as set forth in the RFP and applicable NJBPU rules, shall commence immediately upon execution of the Master Performance Agreement, and that electric generation service to be provided by [Supplier Name] to the WOCEA-participating customers shall commence with the October 2019 meter read date for each electric account served, and shall continue for a 12/14/24-month term; and

FURTHER RESOLVED that the following contract price is awarded for electric generation service for the 12/14/24-month term beginning in October 2019:

<u>Bid Group</u>	<u>Contract Price</u>	<u>Term</u>	<u>Contract</u>
<u>Option</u>			
Residential Accounts	\$0.xxxxx/kwh	xx-months	A/B

Renewable Energy Content Option
1-RPS-Compliant/ 2-100% Renewable

FURTHER RESOLVED that the Mayor is authorized to execute a Notice of Award Letter to [Supplier Name], and the Mayor is authorized to execute and the Clerk to attest to the execution of the Master Performance Agreement, in the form included in the RFP (as amended or clarified pursuant to Addendum No. 1 and consistent with the Contract Language Option awarded as set forth herein).

CERTIFICATION

I, Karen J. Carnevale, Municipal Clerk of the Township of West Orange, do hereby certify that the foregoing resolution was duly adopted by the West Orange Township Council at the meeting held on the 16th day of July, 2019.

DRAFT

RESOLUTION NO. 190-19

RESOLUTION OF THE TOWNSHIP OF WEST ORANGE, COUNTY OF ESSEX, STATE OF NEW JERSEY, REJECTING PROPOSALS FROM THIRD PARTY POWER SUPPLIERS TO PROVIDE ELECTRIC GENERATION SERVICE TO WEST ORANGE COMMUNITY ENERGY AGGREGATION (WOCEA) PROGRAM PARTICIPANTS AND TO PROVIDE GOVERNMENT ENERGY AGGREGATION SERVICES IN CONNECTION WITH THE WOCEA ROUND 3 PROGRAM PURSUANT TO N.J.A.C. 14:4-6.1 ET. SEQ.

WHEREAS, the Government Energy Aggregation Act of 2003 (P.L. 2003, c.24; N.J.S.A. 48:3-93.1 et. seq.) governs the establishment of a government energy aggregation program, which is a government-operated purchasing cooperative through which multiple energy consumers join together for the purchase of electric utility services by a government aggregator; and

WHEREAS, the New Jersey Board of Public Utilities has promulgated rules (N.J.A.C. 14:4-6.1 et. seq.) for the implementation of government energy aggregation programs; and

WHEREAS, the Township of West Orange passed an ordinance (Ordinance No. 2381-13) on August 20, 2013 authorizing the formation of a Government Energy Aggregation in the Township of West Orange, New Jersey, named the West Orange Community Energy Aggregation ("WOCEA") Program; and

WHEREAS, the Township is acting as the Lead Agency of the West Orange Community Energy Aggregation; and

WHEREAS, the residents of West Orange Township are included in the WOCEA on an "opt-out" basis, as set forth in applicable rules (N.J.A.C. 14:4-6.1 et. seq.); and

WHEREAS, by virtue of Ordinance No. 2381-13 and in accordance with New Jersey Board of Public Utilities rules (N.J.A.C. 14:4-6.1 et. seq.) and applicable law (PL. 2003, C24) West Orange Township is authorized to award a contract for electric generation service and government energy aggregation services on behalf of participating residential customers; and

WHEREAS, the Township of West Orange, in its capacity as Lead Agency, publicly noticed and issued on June 18, 2019 a Request for Proposals ("RFP") for the Provision of Electric Generation Service and Government Energy Aggregation Services for the third round of the WOCEA Program and has solicited proposals from New Jersey Board of Public Utilities (NJBPU)-licensed and qualified electric power suppliers in New Jersey; and

WHEREAS, the RFP provided for a two stage process that included: Stage 1 for the submission of supplier questions and comments and the submission of qualification documents by interested, NJBPU -licensed electric power suppliers; and Stage 2 for the submission of bid prices; and

WHEREAS, the RFP provides for the submission of separate pricing for electric generation service for one bid group consisting of Participating Residential Accounts, and including for three potential contract terms, including 12-month, 14-month, and 24-month; and two potential Master Performance Agreement (“MPA”) contract language options: Option A based upon the form of MPA attached to the RFP; and Option B which is based upon the same form of MPA except that a new section 2.1.6 as set forth in the MPA is added to the MPA; and

WHEREAS, the RFP provides for the submission of separate pricing for electric generation service for two different supply product options, including: Option 1 which contains the amount of renewable energy content required under the New Jersey Renewable Portfolio Standard (“RPS”); and Option 2 that has 100% renewable energy content as set forth in the RFP; and

WHEREAS, the RFP provides for the award of a contract for one, or none of the bid option combinations (contract length, MPA language option and renewable energy content product option) at the discretion of West Orange Township and in accordance with the evaluation criteria set forth in the RFP; and

WHEREAS, during Stage I non-binding Notices of Intent and other qualification documents were received from four (4) NJBPU-licensed electric power suppliers; and

WHEREAS, a number of supplier questions and comments were received and, as a result, on July 2, 2019 a document entitled ‘Responses to Supplier Questions and Addendum No.1’ to the RFP was issued and distributed to all suppliers that had submitted a Notice of Intent to Bid and/or requested a copy of the RFP; and

WHEREAS, Stage 2 price proposals and accompanying Transmittal Letters were submitted by **four (4)** NJBPU-licensed electric power suppliers by the 12:00 noon EDT July 16, 2019 deadline set forth in the RFP; and

WHEREAS, the Township, in consultation with its energy agent, has conducted extensive and in-depth evaluation of qualifications and analysis of bid prices, in accordance with the evaluation criteria set forth in the RFP and Addendum No.1; and

WHEREAS, pursuant to the RFP, the Township reserved the right to make an award to a supplier, or to make no award at all; and

WHEREAS, pursuant to applicable rules and the RFP, the Township shall base its award of a contract to a NJBPU-licensed electric power supplier for the Provision of Electric Generation Service and Government Energy Aggregation Services for the WOCEA program upon the most advantageous proposal, price and other factors considered; and

WHEREAS, as a result of the evaluation of qualifications and proposals and analysis of price proposals submitted on July 16, 2019, the Township of West Orange has determined that no contract award shall be made at this time.

NOW, THEREFORE, BE IT RESOLVED by the Township of West Orange, County of Essex and the State of New Jersey, as follows:

1. The Township shall make no contract award as a result of the price proposals submitted on July 16, 2019; said price proposals are hereby rejected on the basis that the award of a contract based thereon is not in the best interests of the Township and the potential WOCEA participants.
2. The RFP shall be held open for a period of up to 120 days, and the Township may accept refreshed prices in accordance with the RFP, at any time during that 120-day period, consistent with applicable law.

CERTIFICATION

I, Karen J. Carnevale, Municipal Clerk of the Township of West Orange, do hereby certify that the foregoing resolution was duly adopted by the West Orange Township Council at the meeting held on the **16th** day of **July, 2019**.

**AN ORDINANCE AMENDING CHAPTER 2, SECTION 47.6 OF THE REVISED GENERAL
ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(Studies and Recommendations)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 2 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 expand the scope of the West Orange Environmental Commission to add the West Orange Zoning Board of Adjustments to the list of entities to which the West Orange Environmental Commission is authorized to make recommendations.

II. CHAPTER 2, SECTION 47.6 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

2-47.6 Studies and Recommendations.

The Environmental Commission shall have the power, subject to the Municipal Land Use Law and any other Statutes which may apply, to make recommendations to the Planning Board, Zoning Board of Adjustment, Open Space Commission or the Township Council concerning open space preservation, water resource management, air pollution control, solid waste management, noise control, soil and landscape protection, environmental appearance, marine resources and protection of flora and fauna within the Township.

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.

IV. 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.

V. 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: June 25, 2019

Adopted: July 16, 2019

Legislative History

The purpose of this ordinance is to expand the scope of the West Orange Environmental Commission to add the West Orange Zoning Board of Adjustments to the list of entities to which the West Orange Environmental Commission is authorized to make recommendations.

**CALENDAR YEAR 2019 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET
APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14)**

WHEREAS, the Local Government Cap Law, N.J.S.A. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 1.0% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

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

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

WHEREAS, the Township of West Orange hereby determines that a 3.5% increase in the budget for said year, amounting to \$1,597,507.26 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

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

NOW THEREFORE BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2018 budget year, the final appropriations of the Township of West Orange shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$1,597,507.26 and that the CY 2019 municipal budget for the Township of West Orange be approved and adopted in accordance with this ordinance; and,

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

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

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

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

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

Jerry Guarino, Council President

Introduced: June 12, 2019

Robert D. Parisi, Mayor

Adopted:

**AN ORDINANCE AUTHORIZING THE OFFER BY PRIVATE SALE OF THE
PROPERTY AT BLOCK 175.08, LOT 11 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 11 on the Township of West Orange Tax Map (the “Property”), an undeveloped, undersized lot with no structures or capital improvements; 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 right to prior refusal to purchase the Property; and

WHEREAS, the owner of the property contiguous to the Property is Valerie Ford who owns the property at Block 175.08, Lot 12 on the Tax Map of the Township of West Orange; 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 Ms. Ford which provides her nineteen (19) days to advise whether she wishes to exercise her 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 Valerie Ford 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

Introduced: June 25, 2019

Jerry Guarino, Council President

Adopted: July 16, 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 11 on the Township of West Orange Tax Map (the “Property”) by first allowing the Township to issue a letter notice to the owner of the property contiguous to the Property the right to prior refusal to purchase to be exercise no later than nineteen days (19) 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.

Exhibit “A”

Writer's Direct Dial: (973) 721-5039**Writer's Direct Fax: (973) 681-7333****rtrenk@msbnj.com**

Client No. 27-0444

July 17, 2019

Via Certified Mail R.R.R. and Regular Mail

Valerie Ford
76 Highfield Lane
Nutley, New Jersey 07110

**Re: Property Located at Block 175.08, Lot 11 on the Tax Map of the Township of West Orange
Right to Prior Refusal
Response Required No Later than: August 5, 2019**

Dear Ms. Ford:

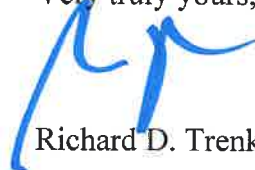
This office represents the Township of West Orange (the "Township"). The Township has adopted an Ordinance authorizing the private sale of the undersized and undeveloped property located at Block 175.08, Lot 11 on the Tax Map of the Township of West Orange (the "Property") pursuant to N.J.S.A. 40A:12-13(b)(5) of the Local Lands and Buildings Law. As the owner of the property contiguous to the Property you have a right to prior refusal pursuant to N.J.S.A. 40A:12-13.2 of the Local Lands and Buildings Law.

Enclosed herewith is a draft Agreement of Sale for the Property setting forth the terms and conditions for the sale of the Property. Please note that the \$5,000 sale price reflects the estimated value of the Property as provided by the Township Appraiser.

No later than August 5, 2019, please advise whether you wish to exercise your right to prior refusal as to the purchase of the Property.

The Township reserves all rights, including further negotiations and revisions to the draft Agreement for Sale.

Very truly yours,



Richard D. Trenk, Esq.

Enclosure

cc: Karen Carnevale, Clerk of the Township of West Orange (via e-mail)

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 **VALERIE FORD** (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 11 on the Township of West Orange Tax Map (the “Property”), an undeveloped and undersized lot; and

WHEREAS, on July ____, 2019, the Township Council for the Township of West Orange adopted Ordinance ____-19 authorizing the Township to sell the Property pursuant to N.J.S.A. 40A:12-13.2; and

WHEREAS, on July ____, 2019, pursuant to N.J.S.A. 40A:12-13.2, the Township issued a letter to Buyer, the owner of the adjacent lot contiguous to the Property providing notice that the Township intended to sell the Property and that the Township was providing the Buyer, 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. Prior to the Closing Date, Buyer shall prepare and provide to the Seller no later than forty-eight (48) hours from Closing Date, the Closing Documents including: (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, Seller shall execute and/or deliver to the Buyer: (i) the Deed; 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 the Affidavit of Title.

C. 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 shall 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. DISCLOSURES AND ACKNOWLEDGMENTS. Buyer acknowledges that it is aware that there are no utilities connected to the Property and that Buyer shall bear the burden to construct and install all necessary utilities and subject to all required permit applications and approvals. Buyer further acknowledges that the approval and execution of this Agreement shall not be deemed an approval for any application for construction or installation of utilities on behalf of the Township. In addition, Buyer acknowledges that it is aware that the Property is currently within a Conservation District pursuant to Section 25, Chapter 26.13 of the Township Municipal Code which limits the use and construction on the Property. Buyer further acknowledges that the approval and execution of this Agreement shall not be deemed a covenant or promise that the Property can be or will be removed from the Conservation District.

9. CLOSING OF TITLE. The Closing shall take place within fourteen (14) days after the Township Council for the Township's approval of the sale, **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.

10. 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.

11. 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.

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

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

14. **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.

15. **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.

16. **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]:**

Valerie Ford
76 Highfield Lane
Nutley, New Jersey 07110

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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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:

VALERIE FORD, *Buyer*

_____ By: _____
VALERIE FORD

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-32.1 HANDICAPPED PARKING ON STREETS AND, 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 7-32.1, Handicapped Parking on Streets, 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*):

In accordance with the provisions of N.J.S.A. 39:4-197, the following on-street locations are designated as handicapped parking places. Such spaces are for use by persons who have been issued special identification cards or plates or placards by the New Jersey Motor Vehicle Commission, or a temporary placard issued by the Chief of Police. No other person shall be permitted to park in these places.

Street	Side	No. of Spaces	Location
Mitchell Street	South	1	Beginning 35 feet east of the easterly curb line of Valley Road extended, and extending 20 feet east.

Section 2. 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
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121 Watchung Avenue	1	Beginning 45 feet south of the southerly curb line of Ridge Avenue extended, and extending 20 feet south.
219 Watchung Avenue	1	Beginning 286 feet south of the southerly curb line of Washington Street extended, and extending 21 feet south.
72 Rollinson Street	1	Beginning 35 feet south of the southerly curb line of Nutman Place extended, and extending 20 feet south.

Section 3. 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 4. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 5. 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: July 16, 2019

Adopted: August 13, 2019

LEGISLATIVE HISTORY

This Ordinance is in response to requests from handicapped residents who reside at 121 Watchung Avenue, 219 Watchung Avenue, and 72 Rollinson Street. 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.

The handicapped parking space created on the south side of Mitchell Street, east of Valley Road can be used by anyone with a handicapped placard. It will be placed there in response to a request from a handicapped resident of Valley Road who cannot have a dedicated space adjacent to the home due to a No Parking Zone and nearby metered parking.

629-19
July 16, 2019

RESOLUTION

WHEREAS, unless otherwise noted herein, the holders of alcoholic beverage licenses from the Township of West Orange set forth on Exhibit A attached hereto and made part hereof, have made applications to this Township of West Orange ABC Board to renew said licenses for the **2019-2020** license term; and

WHEREAS, said licenses have paid all license renewal fees and submitted the appropriate application to renew; and

WHEREAS, a public hearing was held before the Township of West Orange ABC Board on **July 16, 2019** and no one appeared in opposition to any license renewal; and

NOW, THEREFORE, BE IT RESOLVED that the Township of West Orange ABC Board wishes to renew the following alcoholic beverage licenses set forth for the **2019-2020** license term:

0722-33-016-005 Starlite Restaurant & Pizzeria, Inc.

0722-33-044-002 Friendly Sons of the Shillelagh, Inc. t/a Friendly Sons of the Shillelagh

0722-33-063-004 Cecilia Grabowski (Pocket)

KAREN J. CARNEVALE, RMC
ABC Board Secretary

JERRY GUARINO
Council President/ABC Board member

Adopted: July 16, 2019

RESOLUTION OF THE WEST ORANGE TOWNSHIP ABC BOARD

**RESOLUTION RESCINDING IN PART ABC RESOLUTION NO. 605-18, REMOVING
LICENSEE # 0722-44-061-008, SHAKU & KAAMIL, INC., (INACTIVE LICENSE) AS A
LICENSE APPROVED FOR RENEWAL FOR THE 2018-2019 LICENSE TERM FOR
FAILURE TO FILE RENEWAL APPLICATION AND PAY STATE FEE.**

WHEREAS, in July of 2018, the Clerk of the West Orange ABC Board, believing that NJ ABC License #0722-44-061-008, for Licensee Shaku & Kaamil, Inc., an inactive license, was qualified for renewal of said License for the 2018-2019 License Term, according to her records having applied and paid all fees due for renewal of that License; and

WHEREAS, that Licensee was included with another, or others, on West Orange Township ABC Board Resolution No. 605-18, renewing for the 2018-2019 License Term those Licensees named in it; and

WHEREAS, the Clerk having been notified on June 27, 2019, by the New Jersey Attorney General's Office on behalf of the State Division of Alcoholic Beverage Control and its Licensing Bureau of that Licensee's failure in fact to file electronically the State application for renewal and to pay the required State fee for that License's renewal, both of those requirements being jurisdictional and the failure to meet them rendering any renewal ineffective; and

WHEREAS, the State ABC Agency has further advised the Clerk of the steps needed to be taken to attain renewal of that License for the 2018-2019 License term as well as the 2019-2020 License term, all to be accomplished on or before July 30, 2019, and the failure to meet that deadline possibly resulting in the permanent lapse of that License and its ceasing to exist; and

WHEREAS, among the requirements to be met by the Township of West Orange is the rescission of Township ABC Board Resolution No. 605-18, only with respect to the License 0722-44-061-008, Licensee Shaku & Kaamil, Inc., an inactive license;

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, SITTING IN ITS CAPACITY AS THE WEST ORANGE TOWNSHIP ABC BOARD, that the portion of West Orange Township ABC Resolution No. 605-18, listing License #0722-44-061-008, Shaku & Kaamil, Inc., (inactive license), as one among other ABC Licenses to be renewed for the 2018-2019 License term, is to that extent and that extent only, to be hereby rescinded, excising that License from the list of those which were to be renewed for that License term, all in accordance with instructions received by and on behalf of the New Jersey ABC Licensing Bureau.

Karen J. Carnevale, R.M.C.
Municipal Clerk/ABC Board Secretary

Jerry Guarino
Council President and ABC Board Chair

Adopted: July 16, 2019

RESOLUTION

WHEREAS, MAC, LLC t/a Bonds Tavern, 647-649 Eagle Rock Avenue, West Orange, NJ, is the current holder of Plenary Retail Consumption License No. 0722-33-055-007, of the Township of West Orange; and

WHEREAS, application has been made for a person to person transfer of the above-mentioned license from MAC, LLC t/a Bonds Tavern to SRIJI 643, LLC, t/a Bonds Tavern, 647-649 Eagle Rock Avenue, West Orange, NJ 07052; and

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

WHEREAS, due notice of the proposed transfer was published in the West Orange Chronicle on May 2, 2019 and May 9, 2019, and appropriate fees have been paid by the applicant; and

WHEREAS, a public hearing was conducted regarding the proposed person to person transfer on July 16, 2019, and no one appeared in opposition thereto;

NOW, THEREFORE BE IT RESOLVED by the Township Council sitting as the ABC Board for the Township of West Orange, hereby approves the person to person transfer of Plenary Retail Consumption License No. 0722-33-055-007, MAC, LLC t/a Bonds Tavern to SRIJI 643, LLC, t/a Bonds Tavern, 647-649 Eagle Rock Avenue, West Orange, NJ 07052.

KAREN J. CARNEVALE, RMC
ABC BOARD SECRETARY

JERRY GUARINO
COUNCIL PRESIDENT/ABC BOARDMEMBER

Adopted: July 16, 2019

RESOLUTION

WHEREAS, the Wilshire Caterers, LLC t/a Wilshire Catering & Grill 350 is the holder of Plenary Retail Consumption License No. 0722-33-048-011m 350 Pleasant Valley Way, West Orange, NJ 07052; and

WHEREAS, the Wilshire Caterers, LLC t/a Wilshire Catering & Grill 350 has made application for a Place to Place Transfer-Extension of Premises for the above-mentioned license; and

WHEREAS, the principal has been investigated by the Township Police Department with no impediments to an interest in an alcoholic beverage license; and

WHEREAS, if granted, the existing premises will be expanded to include the existing Primavera Restaurant space. The two spaces are directly connected on the first floor and basement as required by ABC laws; and

WHEREAS, due notice of the proposed Place to Place Transfer-Extension of Premises was published in the West Orange Chronicle on June 20, 2019 and June 27, 2019 and appropriate fees have been paid by the applicant; and

WHEREAS, the West Orange Building Department and Health Department have inspections to perform and their own laws, regulations and rules to enforce with respect to this property, inspections anticipated to take place later this month; and

WHEREAS, the current tenant, Primavera Restaurant, will cease to operate at this property upon the end of its lease on July 31, 2019, and the next ABC Board meeting will not be until August 13, 2019, this Resolution approving the Place to Place Transfer-Extension of Premises will be contingent upon successful inspections and issuance of all needed permits by the West Orange Building and Health Departments; and

WHEREAS, a public hearing was conducted on July 16, 2019 and no one appeared in opposition thereto; and

NOW THEREFORE BE IT RESOLVED that the Township Council of the Township of West Orange hereby authorizes the Place to Place Transfer-Extension of Premises to Wilshire Caterers, LLC t/a Wilshire Catering & Grill 350, Plenary Retail Consumption License No. 0722-33-048-011, 350 Pleasant Valley Way, West Orange, NJ 07052, is hereby approved contingent upon final inspection and issuance of any and all needed permits by the West Orange Building and Health Departments.

KAREN J. CARNEVALE, R.M.C./ABC Board Secretary

**JERRY GUARINO, Council President/
ABC Board Member**

Adopted: July 16, 2019