

1. Conference Meeting Agenda

Documents:

[CA 9.24.19.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 9.24.19.PDF](#)

3. Resolution(S)

3.I. 226-19

Documents:

[226-19 AWARD OF REIMBURSEMENT - LLEWELLYN PARK LEAF AND OBSTRUCTION 2018.PDF](#)
[226-19 ATTACHMENT - LEAF OVERTIME TOTALS 2018.PDF](#)

3.II. 227-19

Documents:

[227-19 RAFFLE LICENSES 9.24.19.PDF](#)

3.III. 228-19

Documents:

[228-19 SANITARY SEWER IMP. - PVW - A AND J CONT..PDF](#)

3.IV. 229-19

Documents:

[229-19 AUTHORIZING RETENTION OF MATRIX TO PREPARE APPLICATION FOR REALLOCATION AND SUPPLEMENTAL HDSRF GRANT FUNDS FOR REPAIR OF MONITO~.PDF](#)
[229-19 EXHIBIT.PDF](#)

3.V. 230-19

Documents:

[230-19 AUTHORIZING RETENTION OF MATRIX TO REPAIR DAMAGED MONITORING WELLS AT SELECTOFLASH PROPERTY.PDF](#)
[230-19 EXHIBIT.PDF](#)

3.VI. 231-19

Documents:

[231-19 AUTHORIZING AGREEMENT WITH WEST ORANGE SENIOR HOUSING LLC TO PROVIDE ON-SITE TRANSPORTATION.PDF](#)
[231-19 AGREEMENT-WEST ORANGE SENIOR HOUSING LLC TO PROVIDE ON-SITE TRANSPORTATION \(EXECUTED\).PDF](#)

3.VII. 232-19

Documents:

[232-19 CHANGE ORD. NO. 2 STREET IMPROVEMENTS IIB.PDF](#)

3.VIII. 233-19

Documents:

[233-19 AUTHORIZING COST OF MAILING FOR TAX SALE.PDF](#)

3.IX. 234-19

Documents:

[234-19 HOMESTEAD REBATE REFUND RESOLUTION.PDF](#)

3.X. 235-19

Documents:

[235-19 OVERPAYMENT RESOLUTION COUNTY BOARD JUDGMENT.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2585-19

Documents:

[2585-19 ESTABLISHING A COMMUNITY EMERGENCY RESPONSE TEAM \(6\).PDF](#)

4.II. 2586-19

Documents:

[2586-19 EXPANDING SCOPE AND FUNCTIONS OF THE PEDESTRIAN SAFETY ADVISORY BOARD.PDF](#)

4.III. 2587-19

Documents:

[2587-19 CALVIN TERRACE PERMIT PARKING.PDF](#)

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, September 24, 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: Alzheimer's Association

Update – Redevelopment

Council Liaison Announcements

7:00 P.M.

Public Meeting

PUBLIC MEETING AGENDA
Township of West Orange
66 Main Street – Council Chambers
Tuesday, September 24, 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 September 10, 2019**
- 5. *Report of Township Officers - None**
- 6. *Reading of Petitions and Communications and Bids –None**
- 7. *Bills**
- 8. *Resolutions**
 - a. **226-19 Resolution Authorizing 2018 Reimbursement for Municipal Services - Llewellyn Park – Leaf Collection and Obstruction (Lepore)**
An Agreement pursuant to the Municipal Services Act between the Llewellyn Park Committee of Managers, a fee simple private community, and the Township provides for the reimbursement of leaf collection and disposal costs to Llewellyn Park based on costs the Township would incur in providing those services. This Resolution authorizes reimbursing Llewellyn Park for leaf collection and disposal services in 2018.
 - b. **227-19 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)**
 - c. **228-19 Resolution Awarding a Contract for the Sanitary Sewer Improvement Project-Pleasant Valley Way to A & J Contractors Groups, Inc., 105 Federal Road, Monroe Township, New Jersey 08831 in the amount of \$154,255.00. (Lepore)**
 - d. **229-19 Resolution Authorizing the Retention of Matrix New World to Prepare an Application to the NJ Department of Environmental Protection to Reallocate Funds from a Previously Awarded HDSRF Grant to Utilize for Repairs to Damaged Monitoring Wells at the Property at 18 Central Avenue and to Apply for Supplemental HSDR Grant Funds to Replace the Reallocated funds. The Retention is at a Cost Not to Exceed \$5,500. (Legal-Moon)**
 - e. **230-19 Resolution Authorizing the Retention of Matrix New World to Repair Damaged Monitoring Wells at the Property at 18 Central Avenue. The Retention is at a Cost Not to Exceed \$20,720. (Legal-Moon)**
 - f. **231-19 Resolution Authorizing an Agreement with West Orange Senior Housing, LLC to Provide On-Site Transportation (Legal-Trenk)**

- g. **232-19** Resolution Authorizing Change Order No. 2 for the Contract 2018 Street Improvements Phase IIB with Granada Construction Company, 147 Thomas Street, Newark, New Jersey 07114 in the Amount of \$226,000.00, which Represents an 8.80 Percent Increase in the Authorized Amount Bringing the Total Authorized Contract Amount to \$2,793,011.78. (Lepore)
- h. **233-19** Resolution Authorizing the Cost of Mailing for the 2019 Electronic Tax Sale (Gagliardo)
- i. **234-19** Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to a Homestead Rebate Credit (Gagliardo)
- j. **235-19** Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to an Overpayment of Taxes Due to a County Board Judgment (Gagliardo)
- k. **-19 Resolution Authorizing the Township to Renew its Membership in the Garden State Municipal Joint Insurance Fund for an Additional Three (3) Year Period (Legal-Moon)-awaiting corrected version**
- l. **???-19 Resolution Authorizing the Execution of an Agreement for the Sale of an Undersized Lot in the Upper Mellon Area of the Township Adjacent to the Property at 60 Mellon Avenue-Block 175.08, Lot 7 (Legal-Moon)**
- m. **??? Resolution Authorizing the Execution of an Agreement for the Sale of an Undersized Lot in the Upper Mellon Area of the Township-Block 175.08, Lot 11 (Legal-Moon)**

9. Ordinances on Second and Final Reading

- a. **2585-19** An Ordinance Amending Chapter 2, Section 46 of the Revised General Ordinances of the Township of West Orange (Emergency Management) (Legal-Moon)
- b. **2586-19** An Ordinance Amending Chapter 2, Section 61.6 of the Revised General Ordinances of the Township of West Orange Pedestrian Safety Advisory Board – Functions (Legal-Moon)
- c. **2587-19** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-46.2, Parking Prohibited During Certain Hours on Certain Days on Certain Streets Servicing Residential Land Uses, Except by Permit of the Revised General Ordinance of the Township of West Orange (Lepore)

10. Ordinances on First Reading-None

11. Pending Matters/New Matters/Council Discussion

12. ABC Hearing - None

13. Adjournment

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

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

Agenda is subject to change.

RESOLUTION

WHEREAS, pursuant to N.J.S.A. 40:67-23.2 et. seq, commonly referred to as the Municipal Services Act, the Township of West Orange entered into an Agreement with Llewellyn Park entitled “Municipal Services Agreement” and dated December 23, 2010; and

WHEREAS, the Municipal Services Agreement specified the services the Township shall provide Llewellyn Park or the cost of services the Township shall reimburse to Llewellyn Park; and

WHEREAS, the Agreement included Leaf Collection from the Park roads as a service and specifies the method for calculating the reimbursement, and it also includes the removal of obstructions such as fallen tree limbs as a service; and

WHEREAS, there is attached hereto a report of the Township Engineer recommending reimbursement for 2018 Leaf Collection costs to Llewellyn Park in accordance with the formula for reimbursement set forth in the Agreement with Llewellyn Park; and

WHEREAS, the Township of West Orange wishes to reimburse Llewellyn Park as set forth in the aforementioned report of the Township Engineer.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that Llewellyn Park be reimbursed as set forth therein, on the attached report of the Township Engineer, Leonard R. Lepore, for 2018 leaf collection.

BE IT FURTHER RESOLVED that the Township Business Administrator and/or Comptroller issue the appropriate checks to comply with this Resolution as soon as feasible.

KAREN J. CARNEVALE, RMC, MUNICIPAL CLERK

JERRY GUARINO, COUNCIL PRESIDENT

Adopted: September 24, 2019

I hereby certify funds are available from Account Number: 01-2030-00-7502-115

JOHN GROSS, CHIEF FINANCIAL OFFICER

**2018 LEAF COLLECTION AND OBSTRUCTION REMOVAL REIMBURSEMENT TO
LLEWELLYN PARK**

LEAF COLLECTION

PRIVATE COMMUNITY	ROAD LENGTH L.F. MILES	PERCENTAGE OF TOWNSHIP	ENHANCEMENT FACTOR	AMOUNT TO REIMBURSED
LLEWELLYN PARK	45,408 8.6	9.1005%	2.0	\$48,722.48

TOTAL TOWNSHIP MILES

94.5

TOWNSHIP LEAF COLLECTION COST FOR 2018 =

\$267,691.22

NOTES:

Amounts to be reimbursed = % of Township Roads x Township Leaf Collection Cost (or obstruction removal cost) x Enhancement

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SWEEPER CREW

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PICKUP CREW

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			CAT 4	#####	\$ 0.00			
			JD 6	#####	\$ 0.00			
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			DPW 48		\$ 0.00			
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			ODB 2		\$ 0.00			
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			DPW 6	\$ 7.00	\$ 0.00			
			DPW 8	#####	\$ 0.00			
			DPW 14	\$ 7.00	\$ 0.00			
			DPW 28	#####	\$ 0.00			
			DPW 29	#####	\$ 0.00			
			DPW 30	#####	\$ 0.00			
			DPW 32	#####	\$ 0.00			
			DPW 42	\$ 7.00	\$ 0.00			
			DPW 45	#####	\$ 0.00			
			DPW 60	\$ 7.00	\$ 0.00			
			DPW 65	#####	\$ 0.00			
			DPW 87	#####	\$ 0.00			
			DPW 94	\$ 7.00	\$ 0.00			
			DPW 200	\$ 7.00	\$ 0.00			
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WORKERS	Reg	OT	Cost	EQUIPMENT	Hours	Cost	Total	LOADS	CY	Streets		

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WORKERS	HOURS			EQUIPMENT	Hours	Cost	Total	LOADS	CY	Streets
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WORKERS	Reg	OT	Cost	EQUIPMENT	Hours	Cost	Total	LOADS	CY	Streets

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WORKERS	HOURS			EQUIPMENT	Hours	Cost	Total	LOADS	CY	Streets
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WORKERS	HOURS			EQUIPMENT	Hours	Cost	Total	LOADS	CY	Streets
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WORKERS	HOURS			EQUIPMENT	Hours	Cost	Total	LOADS	CY	Streets
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WORKERS	HOURS			EQUIPMENT	Hours	Cost	Total	LOADS	CY	Streets
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WORKERS	Reg	OT	Cost	EQUIPMENT	Hours	Cost	Total	LOADS	CY	Streets

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WORKERS	HOURS			EQUIPMENT	Hours	Cost	Total	LOADS	CY	Streets
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WORKERS	HOURS			EQUIPMENT	Hours	Cost	Total	LOADS	CY	Streets
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WORKERS	HOURS			EQUIPMENT	Hours	Cost	Total	LOADS	CY	Streets
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	Reg	OT	Cost							

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WORKERS	HOURS			EQUIPMENT	Hours	Cost	Total	LOADS	CY	Streets
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WORKERS	HOURS			EQUIPMENT	Hours	Cost	Total	LOADS	CY	Streets
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WORKERS	HOURS			EQUIPMENT	Hours	Cost	Total	LOADS	CY	Streets
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WORKERS	Reg	OT	Cost	EQUIPMENT	Hours	Cost	Total	LOADS	CY	Streets

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WORKERS	Reg	OT	Cost	EQUIPMENT	Hours	Cost	Total	LOADS	CY	Streets

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WORKERS	HOURS			EQUIPMENT	Hours	Cost	Total	LOADS	CY	Streets
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WORKERS	HOURS			EQUIPMENT	Hours	Cost	Total	LOADS	CY	Streets
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WORKERS	HOURS			EQUIPMENT	Hours	Cost	Total	LOADS	CY	Streets
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WORKERS	HOURS			EQUIPMENT	Hours	Cost	Total	LOADS	CY	Streets
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WORKERS	HOURS			EQUIPMENT	Hours	Cost	Total	LOADS	CY	Streets
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	HOURS									
WORKERS	Reg	OT	Cost	EQUIPMENT	Hours	Cost	Total	LOADS	CY	Streets

LEAF PROGRAM TOTALS FOR 2018

SECTION	Date	Labor		Equipment		Leaves	
		Hours	Cost	Hours	Cost	Loads	CY
		Reg					
1	11/5/18 0:00	28	\$ 1,218.92	20	\$ 1,082.80	5	95
1	11/6/18 0:00	44	\$ 1,731.07	24	\$ 1,096.40	8	150
1	11/7/18 0:00	64	\$ 2,648.40	52	\$ 3,059.20	8	140
1	11/8/18 0:00	32	\$ 1,271.60	24	\$ 1,666.80	8	155
1	11/9/18 0:00	64	\$ 2,497.04	48	\$ 2,816.40	14	270
1 OT	11/10/18 0:00	112	\$ 5,909.48	72	\$ 4,161.60	26	385
1 OT	11/12/18 0:00	84	\$ 4,121.44	52	\$ 4,067.52	28	575
1&2	11/13/18 0:00	32	\$ 1,357.92	24	\$ 1,036.60	16	270
2	11/14/18 0:00	52	\$ 2,030.32	36	\$ 1,964.40	29	500
2	11/19/18 0:00	32	\$ 1,329.72	24	\$ 1,227.76	25	430
2	11/20/18 0:00	84	\$ 3,237.82	54	\$ 3,265.20	31	505
2	11/21/18 0:00	52	\$ 2,168.88	40	\$ 2,023.40	24	490
2 OT	11/23/18 0:00	56	\$ 3,388.73	48	\$ 2,546.40	41	760
2 OT	11/24/18 0:00	68	\$ 3,605.28	52	\$ 2,934.10	43	900
2	11/26/18 0:00	76	\$ 3,139.08	56	\$ 2,869.00	39	772
2	11/27/18 0:00	64	\$ 2,852.00	56	\$ 2,773.60	36	681
2	11/28/18 0:00	80	\$ 3,328.52	60	\$ 2,934.40	37	682
2	11/29/18 0:00	80	\$ 3,394.88	64	\$ 3,708.80	38	697
3	11/30/18 0:00	76	\$ 3,524.16	64	\$ 3,541.68	39	805
3 OT	12/1/18 0:00	104	\$ 5,522.26	72	\$ 3,928.80	32	665
3	12/3/18 0:00	60	\$ 2,666.52	56	\$ 3,036.40	21	416
3	12/4/18 0:00	80	\$ 3,614.08	64	\$ 3,387.24	27	537
3	12/5/18 0:00	69	\$ 2,789.03	51	\$ 3,067.20	35	642
4&3	12/6/18 0:00	92	\$ 4,253.47	74	\$ 3,910.60	44	915
3	12/7/18 0:00	40	\$ 1,660.00	24	\$ 958.80	5	125
3	12/7/18 0:00	92	\$ 4,523.87	74	\$ 3,591.70	50	1035
3&4 OT	12/8/18 0:00	32	\$ 1,547.60	24	\$ 958.00	3	75
3&4 OT	12/8/18 0:00	86	\$ 4,628.80	64	\$ 3,036.40	36	720
4&1	12/10/18 0:00	90	\$ 4,111.17	70	\$ 3,959.00	29	569
1	12/11/18 0:00	88	\$ 4,732.77	70	\$ 3,546.94	36	700
4&3	12/11/18 0:00	56	\$ 1,702.16	32	\$ 1,500.46	13	265
1	12/12/18 0:00	106	\$ 5,075.66	70	\$ 2,686.00	26	565
3&4	12/12/18 0:00	64	\$ 2,050.48	32	\$ 2,596.40	11	227
1	12/13/18 0:00	84	\$ 3,108.91	42	\$ 1,902.10	23	572
1	12/14/18 0:00	76	\$ 3,609.84	56	\$ 2,845.60	27	665
4	12/14/18 0:00	68	\$ 1,759.31	24	\$ 958.80	4	100
1 OT	12/15/18 0:00	81.75	\$ 4,211.65	41.5	\$ 1,764.55	9	710
1 OT	12/15/18 0:00	48	\$ 2,344.00	32	\$ 1,733.20	50	125
1	12/17/18 0:00	98	\$ 4,012.54	72	\$ 3,372.70	31	720
2	12/19/18 0:00	93	\$ 3,672.45	151	\$ 2,462.00	34	770
2	12/20/18 0:00	106	\$ 4,429.79	66	\$ 3,266.40	36	635
2	12/18/18 0:00	76	\$ 3,684.06	48	\$ 2,981.50	24	566
4	12/21/18 0:00	20	\$ 824.84	12	\$ 556.20	2	40
3 OT	12/22/18 0:00	80	\$ 4,161.43	40	\$ 2,648.40	27	588
3&1 OT	12/22/18 0:00	40	\$ 2,097.52	32	\$ 1,733.20	2	50
ALL ZONES	12/24/18 0:00	16	\$ 641.12	12	\$ 589.40	1	25
ALL ZONES	12/26/18 0:00	16	\$ 705.24	12	\$ 605.90	4	80
ALL ZONES	12/27/18 0:00	24	\$ 1,019.92	24	\$ 1,111.60	2	40
3&4	12/31/18 0:00	24	\$ 563.96	12	\$ 556.20	2	40

LEAF PROGRAM TOTALS FOR 2018

SECTION Date		Labor		Equipment		Leaves	
		Hours	Cost	Hours	Cost	Loads	CY
		Reg					
ALL ZONES	1/2/18 0:00	68	\$ 2,691.64	56	\$ 3,400.00	6	125
ALL ZONES	1/3/18 0:00	16	\$ 612.72	12	\$ 479.40	1	25
Totals		3273.75	\$ 145,784.07	2391.5	\$ 121,907.15	1148	22594

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>
West Orange High School Music Booster Off Premise 50/50	10/12/2019	West Orange High School 51 Conforti Avenue West Orange, NJ 07052	7628
Kelly Elementary School, PTA Off Premise Merch	10/26/2019	Kelly Elementary School 555 Pleasant Valley Way West Orange, NJ 07052	7629
Saint Joseph Church On Premise 50/50	09/22/2019	44 Benvenue Avenue West Orange, NJ 07052	7630
St Teresa of Calcutta Parish Off Premise 50/50	10/17/2019	Mayfair Farms 481 Eagle Rock West Orange, NJ 07052	7631
Friends of West Orange Public Library On prem Merch	10/4/2019	46 Mt. Pleasant Avenue West Orange, NJ 07052	7632
Friends of West Orange Public Library On prem 50/50	10/4/2019 10/5/2019 10/6/2019	46 Mt. Pleasant Avenue West Orange, NJ 07052	7633

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

Jerry Guarino
Council President

Adopted: September 24, 2019

R E S O L U T I O N

WHEREAS, the Township of West Orange has advertised for bids, pursuant to the New Jersey Local Public Contracts Law (N.J.S.A. 40A: 11-1) for the Sanitary Sewer Improvement Project Pleasant Valley Way; and

WHEREAS, at the date, time and place advertised for the opening of said bids, the Township did receive four bids; and

WHEREAS, the Township Engineer reported that the successful bidder has strictly complied with the bid specifications and is the lowest responsible bidder; and

WHEREAS, the Township Council of the Township of West Orange has considered said bids and has further considered the recommendation of the Township Engineer as to the award of said bid.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the contract for the Sanitary Sewer Improvement Project Pleasant Valley Way is hereby awarded to:

A & J CONTRACTORS GROUP, INC.

105 FEDERAL ROAD

MONROE TWP., NEW JERSEY 08831

in the amount of \$154,255.00.

BE IT FURTHER RESOLVED that Certified Checks and/or Bid Bonds of all except the lowest responsible bidder be forthwith returned, and the Mayor and Township Clerk be and they hereby are respectively authorized to execute and attest a contract for the foregoing.

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

Jerry Guarino, Council President

Adopted: September 24, 2019

I hereby certify funds are available from Account No. 03-2507-17-0500-010 in the amount of \$154,255.00

John O. Gross, Chief Financial Officer

SUMMARY OF BIDS

- | | | |
|----|--|--------------|
| 1. | A & J Contractors Group, Inc.
105 Federal Road
Monroe Twp., New Jersey 08831 | \$154,255.00 |
| 2. | Grabowski Construction
770 Northfield Avenue
West Orange, New Jersey 07052 | \$265,254.00 |
| 3. | Reggio Construction, Inc.
1574 West Street
Fort Lee, New Jersey 07042 | \$298,552.63 |
| 4. | The Shauger Group Inc.
429 Dodd Street
East Orange, New Jersey 07017 | \$336,940.00 |

RESOLUTION

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

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

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

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

WHEREAS, on June 25, 2019, the Township adopted resolution 170-19, to authorize Matrix to complete the Remedial Investigation and prepare a Remedial Investigation Report and a Remedial Action Work Plan for the Properties utilizing \$129,177 in HDSRF Grant Funds awarded by the DEP; and

WHEREAS, during the course of the Remedial Investigation of the Properties, Matrix discovered that three (3) of the monitoring wells on 18 Central (the “Monitoring Wells”) were damaged and required repairs or replacement to allow Matrix to complete the Remedial Investigation and the Remedial Action Work Plan for the Properties; and

WHEREAS, Matrix has provided an estimate that the costs of the repairs to the Monitoring Wells will be about \$20,720; and

WHEREAS, the repairs and replacements of the Monitoring Wells will require the submission of: (i) an application to the DEP to reallocate the \$129,177 in HDSRF grant funds previously awarded for the preparation of a Remedial Action Work Plan to move funds towards the repair of the Monitoring Wells; and (ii) an application to the DEP for supplemental HDSRF Grant funding to replace the funds utilized for the repairs of the Monitoring Wells for the tasks needed to complete the preparation of a Remedial Action Work Plan (the “HDSRF Applications”); and

WHEREAS, Matrix has submitted a proposal for the preparation of the HDSRF Applications to the DEP, annexed hereto as Exhibit “A;” and

WHEREAS, pursuant to the proposal, Matrix will prepare the HDSRF Applications for a cost not to exceed \$5,500.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township be and is hereby authorized to retain Matrix to prepare the HDSRF Application to reallocate and seek supplemental funding to be utilized for the repair of monitoring wells on 18 Central; and be it further

RESOLVED, that the Mayor is hereby authorized to execute the acceptance of the Proposal annexed hereto as Exhibit “A,” and be it further

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

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

KAREN J. CARNEVALE, RMC, MUNICIPAL CLERK

JERRY GUARINO, COUNCIL PRESIDENT

Adopted: September 24, 2019

I hereby certify funds are available from Account Number:_____

JOHN GROSS, CHIEF FINANCIAL OFFICER

Exhibit “A”

Via Email (JSayers@westorange.org)

September 17, 2019

Township of West Orange
66 Main Street
West Orange, New Jersey 07052
Attn: John K. Sayers, Business Administrator

**RE: HDSRF GRANT APPLICATION – REALLOCATION AND SUPPLMENTAL FUNDING REQUEST
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY
SELECTO FLASH INCORPORATED (FORMER)
18 CENTRAL AVENUE
BLOCK 9, LOT 36
SRP PI NO. 027054
MATRIX NO. 17-296
REVISION 1**

Dear Mr. Sayers:

Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C. (Matrix) has prepared this proposal for environmental services for the reallocation of grant funds and the preparation of the supplemental Remedial Investigation Hazardous Discharge Site Remediation Fund (HDSRF) grant application for the Selecto Flash property located at 18 Central Avenue, West Orange, New Jersey. This proposal has been revised to reflect the September 17, 2019, communication between Richard Trenk and Dennis Petrocelli.

SCOPE OF WORK

The scope of services and associated fee is described in detail below:

TASK 1: REALLOCATION OF FUNDS FROM EXISTING HDSRF RI GRANT

In June 2018 an application for HDSRF funds to complete the RI for the Selecto Flash Site was submitted to NJDEP. The total of this HDSRF RI Grant was \$129,176.80. The original SOW for the RI included the installation of up to five shallow overburden monitoring wells (MW-7, 8, 9, 10, and 11 installed and sampled in 2019) and three vertical delineation (deep) monitoring wells (MW-4D, MW-9D, and MW-11D installed and sampled in 2019). Matrix visited the Site on August 9, 2019 in order to locate original monitoring wells MW-1, MW-2, MW-3, and MW-5, and determine if they were in condition to be sampled or would need to be reinstalled or rehabilitated. Monitoring well MW-3 has not yet been located, MW-5 has been destroyed, and MW-1 and MW-2, require rehabilitation. As the cost for the replacement and/or rehabilitation of the original monitoring wells would be in addition to the HDSRF funding amount that remains, funds will be reallocated for the completion of this work.

Matrix has discussed the reallocation with John Doyon of NJDEP HDSRF and will prepare the request for reallocation of HDSRF funds in accordance with his requirements. The reallocation will allow monies to be shifted for the repair and/or replacement of the original monitoring wells and will include a spreadsheet showing the original grant funds, what tasks are being reallocated, and what new tasks are being added. The reallocation request application package will be submitted electronically to John Doyon, HDSRF/BDA Coordinator. This task also includes coordination with the Client, the Client's attorney, the Designated Redeveloper, and NJDEP .

The amount of the original HDSRF Grant for the RI and the reallocated totals will be the same: \$129,176.80. The tasks that were removed from the SOW to allow for the well rehabilitation and/or replacement (totaling approximately \$21,000) will be paid for with a Supplemental HDSRF Grant to complete the RI (Task 2).

TASK 2: PREPARATION OF SUPPLEMENTAL REMEDIAL INVESTIGATION HDSRF GRANT APPLICATION

In order to reallocate funds for the well rehabilitation and/or replacement, a number of tasks to be completed as part of the original SOW will be moved into a Supplemental HDSRF Grant to complete the RI. These tasks include the completion of the RI Report (RIR), the Remedial Action Workplan (RAW), the completion of Vapor Intrusion (VI) Sampling, and some well abandonment costs. An additional (contingent) round of soil and groundwater sampling will also be added to the supplemental grant. Task 2 includes preparation of required grant application forms, and coordination with the Client, the Client's attorney, the Designated Redeveloper, and NJDEP in order to complete Sections A through E of Part I of the HDSRF application, scope of work, cost estimate, Part II – General Certification of the HDSRF application, Part III – Subrogation of Rights of the HDSRF application, and Part VI – Municipal Questionnaire of the HDSRF application.

COSTS

The following are our fixed fee costs for the tasks described herein. All work will be conducted in accordance with the previously transmitted standard terms and conditions and LSRP Special Provisions.

TASK 1: REALLOCATION OF FUNDS FROM EXISTING HDSRF RI GRANT

Labor.....	\$1,490.00
Expenses	\$40.00
Fixed Fee Cost	\$1,530.00

TASK 2: PREPARATION OF SUPPLEMENTAL REMEDIAL INVESTIGATION HDSRF GRANT APPLICATION

Labor.....	\$3,850.00
Expenses	\$120.00
Fixed Fee Cost	\$3,970.00

Total Fixed Fee Cost \$5,500.00

CLOSING

Separate authorization from the client will be requested prior to commencing additional well installations, abandonments, or services outside the scope of this proposal.

All out-of-pocket expenses including, but not limited to, application fees, laboratory testing costs, mylar copies, certified mailings, photographs, blueprints, and special deliveries are considered additional to the proposal items unless specifically noted within the scope of this proposal.

This proposal is submitted solely and exclusively for the use of Township of West Orange for consideration of the professional services of Matrix. Disclosure of this proposal's content to any third party without prior written authorization from Matrix is expressly prohibited.

In addition to the specific items as listed herein, the client may be required to demonstrate compliance with certain permit and approval conditions as may be imposed by one or more of the regulatory agencies. These conditions may require revisions to the plans and/or preparation of additional supporting documentation. This proposal does not include these additional items unless specifically outlined within the scope of this proposal.

PAYMENT SCHEDULE

Payment shall be in accordance with the Charges, Billing, and Payment schedule outlined in the previously transmitted Terms and Conditions unless prior written arrangements have been made with Matrix.

Please indicate your acceptance of this proposal by signing in the space provided below and returning one copy to this office. Acceptance of this proposal signifies the clients' understanding that Matrix will not be retained or asked to perform any services unless funding is secured and is available to pay all invoices within 30 days. Receipt of the signed proposal shall be considered authorization to proceed with all items described within this agreement. Any items not intended to be authorized shall be clearly and specifically noted as such within the client's signed and returned proposal.

We thank you for the opportunity to be of service to you on this project. Matrix is prepared to implement the described Scope of Work upon receiving a signed copy of this letter. If you have any questions or require any additional information, do not hesitate to contact us at (973) 240-1800.

Sincerely,



Marie Raser, P.E., LSRP
Senior Project Manager

Authorization to Proceed: _____
Name/Title

Date: _____

Copy to: Richard Trenk, Esq., Trenk, DiPasquale, Della Fare & Sodono, P.C.
Mark Moon, Esq., Trenk, DiPasquale, Della Fare & Sodono, P.C.
Leonard Lepore, Municipal Engineer, Township of West Orange

**ATTACHMENT 1
TERMS AND CONDITIONS**

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Section 1: SERVICES

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (Matrix) agrees to perform the professional services (the "Services") as described in the Proposal incorporated herein by reference for the CLIENT on a best efforts, time and materials basis under the terms and conditions set forth below. Matrix reserves the right to amend the contents of the Proposal, if written authorization is not received within 90 days. These Terms and Conditions together with the Proposal constitute the agreement between Matrix and the CLIENT for the Services (the "Agreement").

Section 2: COMPENSATION

The CLIENT shall be responsible for all costs specifically enumerated in the proposal. For any costs set forth in the proposal as a range, Matrix shall provide CLIENT with an exact cost as soon as it can be estimated.

CLIENT shall also be responsible for any REIMBURSABLE COSTS not specifically set forth in the proposal. REIMBURSABLE COSTS include: out-of-pocket expenses, the cost of which shall be charged at actual cost plus an administrative charge of fifteen percent (15%) and shall be itemized and included in the invoice. Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing IRS mileage rate, long distance telephone calls, printing and reproduction costs, and survey supplies and materials.

Section 3: CLIENT'S OBLIGATIONS

To assist Matrix in performance of the Services, CLIENT shall provide Matrix with appropriate material, data and information in its possession pertaining to the specific project or activity.

The CLIENT will advise Matrix of the nature and extent of the hazardous waste at the site. If Matrix discovers after it undertakes the Services that the site is of a different nature of hazard as defined by the client, or if unanticipated hazards are presented, the CLIENT and Matrix agree that the scope of services, schedule and estimated budget fee shall be adjusted as needed to complete the work without injury or damage.

Section 4: INVOICE PROCEDURE AND PAYMENT

Matrix will submit a final bill upon completion of the Services. Payment is due thirty (30) days from invoice date or upon closing, whichever is last to occur. CLIENT will be liable for all court costs, disbursements, and attorney's fees incurred in the collection of any outstanding invoices.

Section 5: OWNERSHIP OF DOCUMENTS

All survey notes, drawings, bills of materials, specifications, blueprints, reports, calculations and all other material prepared in connection with the specific project shall be property of the CLIENT and shall be transferred to the CLIENT upon completion of the project and upon receipt of complete payment for the scope of work outlined in the proposal. Matrix may retain a single copy of such information and documents.

Section 6: CONFIDENTIALITY

Matrix agrees to keep confidential and not to disclose to any person or entity, other than Matrix's employees and subcontractors, without the prior consent of the CLIENT, all data and information not previously known to and generated by Matrix, or furnished to Matrix and marked CONFIDENTIAL by the CLIENT in the course of Matrix's performance hereunder; provided, however, that this provision shall not apply to data which are in the public domain, or were previously known to Matrix, or were acquired by Matrix independently from third parties not under obligation to CLIENT to keep said data and information confidential. CLIENT shall not restrict Matrix from complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.

The technical and pricing information contained in any proposal submitted by Matrix as to this project, or in the Agreement or any addendum thereto, is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without express written consent of Matrix.

Section 7: BURIED UTILITIES

Matrix will conduct the research that in our professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the sites surface. The CLIENT recognizes that Matrix's research may not identify all subsurface utility lines and man-made objects. Matrix will take reasonable precautions to avoid damage or injury to any subsurface utilities or structures. The CLIENT agrees to hold Matrix harmless and the CLIENT agrees to pay for damages to underground utilities or structures which are not called to Matrix's attention or correctly shown on plans furnished by the CLIENT or third parties.

Section 8: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. Matrix and the CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work and compensation for the Services or termination of the Agreement. Matrix agrees to notify the CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The CLIENT encourages Matrix to take measures that in Matrix's professional opinion are justified or legally required to preserve and protect the health and safety of Matrix's personnel and the public, and/or the environment, and the CLIENT agrees to compensate Matrix for the additional cost of such work.

In addition, the CLIENT waives any claim against Matrix, and agrees to indemnify, defend and hold Matrix harmless from any claim or liability for injury or loss arising from Matrix's encountering of unanticipated hazardous materials or suspected hazardous materials. The CLIENT also agrees to compensate Matrix for time spent and expenses incurred by Matrix in defense of any such claim, with such compensation to be based upon Matrix's prevailing fee schedule and expense reimbursement policy.

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The Services provided by Matrix under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee, in fact or by law, whether of merchantability or fitness for a particular purpose or otherwise, is included or intended in the Agreement, or in any report, opinion, document or otherwise.

The CLIENT recognizes that subsurface conditions may vary from those encountered at the location where, and at the time when, borings, sampling, or testing are performed by Matrix and that the data provided by Matrix are based solely on the information available to Matrix. The CLIENT agrees to indemnify and hold Matrix harmless from and against all claims, damages, losses and expenses arising from the interpretation by others of data provided by Matrix.

Section 10: INDEPENDENT CONTRACTOR

Matrix shall be an independent contractor in performing the Services and shall not act as an agent or employee of the CLIENT. As such, and subject to the terms and conditions hereof, Matrix shall be responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, and taxes, if any.

Section 11: JOBSITE HEALTH AND SAFETY

Insofar as jobsite safety is concerned, Matrix is responsible solely for its own employees' and subcontractor's activities on the jobsite, but this shall not be construed to relieve the CLIENT or his contractors from their responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite.

Section 12: INSURANCE

Matrix is protected by: 1) Worker's Compensation Insurance as required by applicable law, 2) General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage, and 3) Professional Liability (Errors & Omissions) with policy limits equal to at least \$1,000,000. Matrix shall provide insurance certificates illustrating the coverage herein defined to the Board prior to commencing work at the site.

Within the limits of said insurance, Matrix agrees to save the CLIENT harmless from and against loss, damage, injury or liability arising from negligent acts or omissions of Matrix, its subcontractors, and their respective employees and agents acting in the course and scope of this project. Matrix shall not be responsible for any loss, damage, or liability arising from any acts by the CLIENT, its agents, staff, and other consultants and subcontractors employed by the Client.

Section 13: INDEMNITY

A. Matrix

Matrix agrees to indemnify and hold harmless CLIENT from and against any and all losses, damages, liabilities, and expenses (including, but not limited to, legal fees and costs of investigation) to the extent resulting or arising out of negligence or willful misconduct of Matrix or performance of the Services hereunder, provided that such loss, damage, liability or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, and not caused in whole or in part by any acts or omissions of the CLIENT, a third party, or anyone directly or indirectly employed by the CLIENT.

B. CLIENT

The CLIENT, agrees to indemnify and hold harmless Matrix from and against any and all losses, damages, liabilities, and expenses (including, but not limited to, legal fees and costs of investigation) to the extent resulting or arising out of negligence or willful misconduct of the CLIENT, or anyone directly or indirectly employed by the CLIENT, or the performance of the CLIENT's obligations under the Agreement, any non-conforming wastes waste(s) or discrepancies in the pertinent manifest(s) as defined by applicable regulations, or an condition existing at the work site(s) prior to the date of the Agreement or caused by anyone directly or indirectly employed by the CLIENT.

Section 14: LIMIT OF LIABILITY

Notwithstanding any other provision contained in the Agreement

- A. In no event shall Matrix, its employees, agents, or sub-contractors be responsible for any incidental, indirect, impact, or consequential damages (including loss of profits), liabilities or expenses incurred by the CLIENT or any third party as a result of Matrix's performance or nonperformance of the Services contracted for herein, and the CLIENT waives all such incidental, indirect, impact, or consequential damages.
- B. The obligations of Matrix under the Agreement are not intended to and shall not be personally binding on, nor shall any resort be had to the private properties of, any of parent or affiliate of Matrix, or any of their respective officers, directors, shareholders, partners, principals, members, managers, beneficiaries, employees or agents.
- C. Matrix's total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to the Agreement from any cause or causes, including but not limited to Matrix's errors, negligence, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the Services provided by Matrix or the limit of liability available at the time of the claim, whichever is lesser.
- D. To the maximum extent permitted by law, the limitations on damages, the releases from liability, the limitations of liability, and the exclusive remedies provisions expressly provided in the Agreement shall apply even in the event of the fault, negligence (in whole or in part), strict liability or breach of contract of Matrix. The remedies provided in the Agreement are exclusive, except that the CLIENT shall in addition have the right to obtain specific performance and all other injunctive relief that may be available. Matrix disclaims, and the CLIENT waives, any implied warranties of merchantability or fitness for a particular purpose with respect to any equipment or other personal property procured by Matrix and provided to the CLIENT as part of any Services.

Section 15: PROJECT DELAYS

If Matrix is delayed at any time in performing the Services for any specific project or activity by an act, failure to act, or neglect of the CLIENT or the CLIENT'S employees or any third parties; by changes in the scope of work; by unforeseen circumstances including delays authorized by the CLIENT and agreed to by Matrix; by acts of force majeure including, without limitation, fires, floods, riots, and strikes; by delays caused by foreign or domestic governmental acts or regulations; or by any cause beyond the reasonable control of Matrix, then the time for completion of the Services shall be extended based upon the impact of the delay. Matrix shall receive an adequate compensation adjustment if the delays caused by any of the above result in changes, require additional services, or result in additional costs to Matrix.

Section 16: ASSIGNMENT

Matrix shall not assign the Agreement in whole or part except that Matrix may use the services of persons and entities not in its employ, when it is appropriate to do so. Such persons and entities include, but are not limited to, surveyors, specialized consultants, drilling contractors, and testing laboratories. Matrix's use of others for additional services shall not be unreasonably restricted by the CLIENT provided Matrix notifies the CLIENT in advance.

Section 17: THIRD PARTY EXCLUSION

The Agreement shall not create any rights or benefits to parties other than the CLIENT and Matrix, except such other rights as may be specifically called herein.

Section 18: SEVERABILITY

If any clause or section of the Agreement shall be deemed void or invalid, such a decision shall only apply to that particular section(s) and shall not render the rest of the Agreement invalid. The balance of the Agreement shall remain in force.

Section 19: TERMINATION

Matrix may terminate the Agreement upon five (5) days notice if the CLIENT defaults in the payment for the Services or for any other material default by the CLIENT under the Agreement. The CLIENT or Matrix may terminate the Agreement upon fourteen (14) days notice for any reason which may arise or for no reason. In the event of such termination of the Agreement for any reason which may arise or for no reason, the termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination of the cause therefore, the CLIENT shall within thirty (30) calendar days of termination remunerate Matrix for the Services rendered and costs incurred (including all reimbursable costs hereunder), in accordance with Matrix's prevailing rate schedule.

Section 20: GOVERNING LAW

Unless otherwise provided in an addendum, the law of the State of New Jersey will govern the validity of the Agreement, its interpretation and performance, and remedies for contract breach or contract breach or any other claims related to the Agreement.

Special Provisions- Licensed Site Remediation Professional Services

1. Licensed Site Remediation Professionals. In accordance with the Site Remediation Reform Act, NJSA 58:10C-1 et seq ("SRRA") and Executive order #140, the performance of Services contained in this Agreement may require the engagement of a Licensed Site Remediation Professional ("LSRP") registered with the State of New Jersey under NJSA 58:10C-1 et seq, and the regulations effective November 5, 2009 known as Administrative requirements for the Remediation of Contaminated Sites ("ARRCS") as prepared by the New Jersey Department of Environmental Protection ("NJDEP") thereunder (collectively, the "LSRP Program").

The client recognizes and agrees in consideration of this section to the following terms and conditions:

- 1.1 The laws and regulations relating to the LSRP Program imposes upon LSRPs certain professional obligations owed to the public including, in some instances, a duty to disclose the existence of certain environmental contaminants to the NJDEP and/or other regulatory agencies.

If the LSRP's obligations under the LSRP Program conflict in any way the terms and conditions of this Agreement or the wishes or intentions of the Client, the client acknowledges that the LSRP is bound by law to comply with the requirements of the LSRP Program.

- 1.2 The Client recognizes that the LSRP shall be immune from all civil liability resulting from any alleged and/or actual conflict between the Client's interests and the investigatory, reporting and disclosure obligations under the LSRP Program. The Client also agrees to defend, indemnify and hold harmless Matrix New World Engineering, Inc. (Matrix) and its LSRP from and against any claims losses, damages, fines, or administrative, civil, or criminal penalties that arise as a direct or indirect result of the fulfillment of obligations to the LSRP program.

- 1.3 Client acknowledges and agrees to provide Matrix and its LSRP all relevant project information including but not limited to: (a) the date(s) and time(s), to the extent known, on which the Client obtained knowledge of any prior release(s); (b) details about the release(s) and Site-specific conditions; (c) any prior environmental site assessment reports, laboratory analytical reports, and/or other pertinent data, facility surveys, etc. known to the Client; and (d) prior measures taken to address the release(s), all to ensure that professional services, rendered on the Client's behalf by Matrix and its LSRP, to comply with the LSRP Program.

- 1.4 Under the LSRP Program, the LSRP is required to provide professional opinions at various stages if environmental assessment (remediation) permitting remedial action or closure activities. The LSRP shall be entitled to request the performance of such additional tests or other services as are necessary, in their professional judgment, to permit them to provide such opinions.

- 1.5 The Client shall permit Matrix and its LSRP to rely upon work product prepared by any prior environmental consultant in order to allow Matrix and its LSRP to meet their obligations under this Agreement and the LSRP Program.
- 1.6 As part of the LSRP Program, the NJDEP may audit with or without cause, work product developed under the LSRP Program, respectively. If the NJDEP conducts such an audit, the LSRP responses to such requests for information and additional services not included in the current Scope of Services and that Matrix New World shall be compensated therefore on substantially the same basis as it is compensated for Services provided under this Agreement.

Acceptance of Proposal; (please return this page only):
I accept all terms and conditions set forth and grant Matrix New World Engineering, Inc. authorization to proceed.

Name

Date

Signature

Purchase Order No. (if required)

RESOLUTION

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

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

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

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

WHEREAS, on June 25, 2019, the Township adopted resolution 170-19, to authorize Matrix to complete the Remedial Investigation and prepare a Remedial Investigation Report and a Remedial Action Work Plan for the Properties utilizing \$129,177 in HDSRF Grant Funds awarded by the DEP; and

WHEREAS, during the course of the Remedial Investigation of the Properties, Matrix discovered that three (3) of the monitoring wells on 18 Central (the “Monitoring Wells”) were damaged and required repairs or replacements to allow Matrix to complete the Remedial Investigation and the Remedial Action Work Plan for the Properties; and

WHEREAS, Matrix has provided proposal for the repairs of the Monitoring Wells, annexed hereto as Exhibit “A,” and

WHEREAS, pursuant to the proposal, Matrix will perform the repairs to the Monitoring Wells for a not to exceed \$20,720; and

WHEREAS, the Township will utilize reallocated HDSRF grant funds previously allocated for the preparation of a Remedial Action Work Plan for the repairs of the Monitoring Wells and will also submit a supplemental HDSRF grant application to replace to reallocated HDSRF grant funds.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township be and is hereby authorized to retain Matrix to repair the Monitoring Wells on 18 Central; and be it further

RESOLVED, that the Mayor is hereby authorized to execute the acceptance of the Proposal annexed hereto as Exhibit “A,” and be it further

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

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

KAREN J. CARNEVALE, RMC, MUNICIPAL CLERK

JERRY GUARINO, COUNCIL PRESIDENT

Adopted: September 24, 2019

I hereby certify funds are available from Account Number: _____

JOHN GROSS, CHIEF FINANCIAL OFFICER

Exhibit “A”

Via Email (JSayers@westorange.org)

August 20, 2019

Township of West Orange
66 Main Street
West Orange, New Jersey 07052
Attn: John K. Sayers, Business Administrator

**RE: MONITORING WELL REPAIRS
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY
SELECTO FLASH INCORPORATED (FORMER)
18 CENTRAL AVENUE
BLOCK 9, LOT 36
SRP PI NO. 027054
MATRIX NO. 17-296**

Dear Mr. Sayers:

Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C. (Matrix) has prepared this proposal for environmental services to repair and/or replace a number of the monitoring wells at the Selecto Flash property located at 18 Central Avenue, West Orange, New Jersey (Site). The Township of West Orange (Township) has previously prepared and submitted a Hazardous Discharge Site Remediation Fund (HDSRF) grant to the New Jersey Economic Development Authority (NJEDA) and New Jersey Department of Environmental Protection (NJDEP) for the Remedial Investigation (RI) for this Site, however, the repair or replacement of the damaged wells is not included within the approved RI Scope of Work (SOW).

BACKGROUND

On August 9, 2019, Matrix met with Brent Hamer of Esposito's (GC for the current construction work on the adjacent Site) to attempt to locate monitoring wells MW-1, MW-2, MW-3, and MW-5. These wells were installed in 1987 and were last sampled in 2017 as part of the Site Investigation (SI) completed by Matrix. Earlier in 2019, an attempt was made to locate these wells, however, access was obstructed by construction equipment, construction materials, debris piles, and tracking pads being used for the adjacent construction. Additional visits were made to the Site on June 7, 2019, and July 18, 2019, to attempt to locate the wells without success. The search on August 9, 2019, was aided by the use of a mini-excavator and several laborers who were able to move equipment and debris.

The following observations were made on August 9, 2019:

- Monitoring well MW-2 was located beneath the brick pile. It appeared to be in good condition.
- A 9-inch well casing that is likely MW-1 was located. The manhole lid was no longer present and the curb box itself was filled in with dirt and what appeared to be concrete/asphalt. The material within the curb box was compacted and could not be removed. Matrix recommends repairs to MW-1. If the well cannot be repaired, it will be reinstalled.
- In an effort to locate monitoring well MW-3, the soil and debris pile immediately adjacent to the ACO Concrete Pile was moved. Matrix was unable to locate the monitoring well which may be located beneath the ACO Concrete Pile. Matrix recommends that further efforts be expended to locate this well. Once located, the well will be evaluated by a NJ licensed driller and repaired or replaced if necessary.
- During the search for MW-1 and MW-3 a 6-inch open steel casing was observed. Matrix gauged the steel casing and the total depth was over 100 feet. Matrix recommends that the casing be evaluated by a licensed well driller to see if we can determine past usage and if the well can be sampled.

- The area around monitoring well, MW-5 was hand dug due to an electrical conduit that was installed in the vicinity. During the hand dig, Matrix observed a piece of concrete that was likely the concrete pad from the monitoring well. Matrix did not observe the PVC from the well or the well casing. It is likely that this well has been destroyed when the conduit trench was installed and will need to be formally abandoned and reinstalled.

SCOPE OF WORK

All work will be completed in accordance with the Site Remediation Reform Act (SRRA), N.J.S.A 58:10C-1 et seq., the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS), N.J.A.C. 7:26C, the Technical Requirements for Site Remediation (TRSR), N.J.A.C. 7:26E, and applicable NJDEP Guidance Documents. Oversight of remedial activities will be conducted by a Matrix Licensed Site Remediation Professional (LSRP).

This SOW assumes the following:

- (1) Monitoring well MW-3 is relocated before the implementation of this SOW;
- (2) Monitoring well MW-2 is to be redeveloped and does not require repairs;
- (3) Monitoring well MW-3 may be repaired and does not require formal abandonment and replacement;
- (4) Monitoring wells MW-1 and MW-5 will require formal abandonment and replacement;
- (5) The 6" steel casing will be investigated, repaired, and redeveloped if necessary (so that it may be sampled) but will not be abandoned or reinstalled as part of this SOW;
- (6) New wells will be surveyed;
- (7) Up to ten (10) drums of cuttings and purge water will be generated for disposal; and
- (8) All wells will be repaired and replaced in a single mobilization.

No sampling is included as part of this SOW. Groundwater sampling is included as part of the HDSRF RI SOW.

COSTS

The following are our fixed fee costs for the tasks described herein. All work will be conducted in accordance with the previously transmitted standard terms and conditions and LSRP Special Provisions.

Labor.....	\$4,170.00
Subcontractors.....	\$16,550.00
Total Fixed Fee Cost	\$20,720.00

CLOSING

Separate authorization from the client will be requested prior to commencing additional e=well installations, abandonments, or services outside the scope of this proposal.

All out-of-pocket expenses including, but not limited to, application fees, laboratory testing costs, mylar copies, certified mailings, photographs, blueprints, and special deliveries are considered additional to the proposal items unless specifically noted within the scope of this proposal.

This proposal is submitted solely and exclusively for the use of Township of West Orange for consideration of the professional services of Matrix. Disclosure of this proposal's content to any third party without prior written authorization from Matrix is expressly prohibited.

In addition to the specific items as listed herein, the client may be required to demonstrate compliance with certain permit and approval conditions as may be imposed by one or more of the regulatory agencies. These conditions may require revisions to the plans and/or preparation of additional supporting documentation. This proposal does not include these additional items unless specifically outlined within the scope of this proposal. Results of the post excavation/delineation soil samples may require additional work, which will be provided under separate proposal.

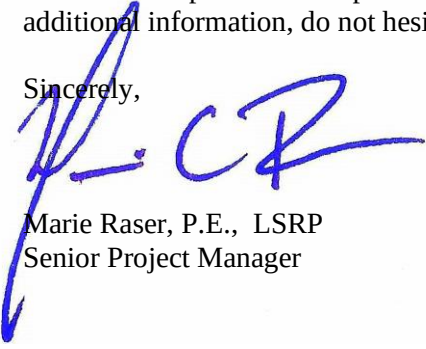
PAYMENT SCHEDULE

Payment shall be in accordance with the Charges, Billing, and Payment schedule outlined in the previously transmitted Terms and Conditions unless prior written arrangements have been made with Matrix.

Please indicate your acceptance of this proposal by signing in the space provided below and returning one copy to this office. Acceptance of this proposal signifies the clients' understanding that Matrix will not be retained or asked to perform any services unless funding is secured and is available to pay all invoices within 30 days. Receipt of the signed proposal shall be considered authorization to proceed with all items described within this agreement. Any items not intended to be authorized shall be clearly and specifically noted as such within the client's signed and returned proposal.

We thank you for the opportunity to be of service to you on this project. Matrix is prepared to implement the described Scope of Work upon receiving a signed copy of this letter. If you have any questions or require any additional information, do not hesitate to contact us at (973) 240-1800.

Sincerely,



Marie Raser, P.E., LSRP
Senior Project Manager

Authorization to Proceed: _____
Name/Title

Date: _____

Copy to: Richard Trenk, Esq., McManimon, Scotland, Baumann, LLC
Mark Moon, Esq., McManimon, Scotland, Baumann, LLC
Mr. Leonard Lepore, Municipal Engineer, Township of West Orange

**ATTACHMENT 1
TERMS AND CONDITIONS**

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Section 1: SERVICES

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The technical and pricing information contained in any proposal submitted by Matrix as to this project, or in the Agreement or any addendum thereto, is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without express written consent of Matrix.

Section 7: BURIED UTILITIES

Matrix will conduct the research that in our professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the sites surface. The CLIENT recognizes that Matrix's research may not identify all subsurface utility lines and man-made objects. Matrix will take reasonable precautions to avoid damage or injury to any subsurface utilities or structures. The CLIENT agrees to hold Matrix harmless and the CLIENT agrees to pay for damages to underground utilities or structures which are not called to Matrix's attention or correctly shown on plans furnished by the CLIENT or third parties.

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The CLIENT recognizes that subsurface conditions may vary from those encountered at the location where, and at the time when, borings, sampling, or testing are performed by Matrix and that the data provided by Matrix are based solely on the information available to Matrix. The CLIENT agrees to indemnify and hold Matrix harmless from and against all claims, damages, losses and expenses arising from the interpretation by others of data provided by Matrix.

Section 10: INDEPENDENT CONTRACTOR

Matrix shall be an independent contractor in performing the Services and shall not act as an agent or employee of the CLIENT. As such, and subject to the terms and conditions hereof, Matrix shall be responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, and taxes, if any.

Section 11: JOBSITE HEALTH AND SAFETY

Insofar as jobsite safety is concerned, Matrix is responsible solely for its own employees' and subcontractor's activities on the jobsite, but this shall not be construed to relieve the CLIENT or his contractors from their responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite.

Section 12: INSURANCE

Matrix is protected by: 1) Worker's Compensation Insurance as required by applicable law, 2) General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage, and 3) Professional Liability (Errors & Omissions) with policy limits equal to at least \$1,000,000. Matrix shall provide insurance certificates illustrating the coverage herein defined to the Board prior to commencing work at the site.

Within the limits of said insurance, Matrix agrees to save the CLIENT harmless from and against loss, damage, injury or liability arising from negligent acts or omissions of Matrix, its subcontractors, and their respective employees and agents acting in the course and scope of this project. Matrix shall not be responsible for any loss, damage, or liability arising from any acts by the CLIENT, its agents, staff, and other consultants and subcontractors employed by the Client.

Section 13: INDEMNITY

A. Matrix

Matrix agrees to indemnify and hold harmless CLIENT from and against any and all losses, damages, liabilities, and expenses (including, but not limited to, legal fees and costs of investigation) to the extent resulting or arising out of negligence or willful misconduct of Matrix or performance of the Services hereunder, provided that such loss, damage, liability or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, and not caused in whole or in part by any acts or omissions of the CLIENT, a third party, or anyone directly or indirectly employed by the CLIENT.

B. CLIENT

The CLIENT, agrees to indemnify and hold harmless Matrix from and against any and all losses, damages, liabilities, and expenses (including, but not limited to, legal fees and costs of investigation) to the extent resulting or arising out of negligence or willful misconduct of the CLIENT, or anyone directly or indirectly employed by the CLIENT, or the performance of the CLIENT's obligations under the Agreement, any non-conforming wastes waste(s) or discrepancies in the pertinent manifest(s) as defined by applicable regulations, or an condition existing at the work site(s) prior to the date of the Agreement or caused by anyone directly or indirectly employed by the CLIENT.

Section 14: LIMIT OF LIABILITY

Notwithstanding any other provision contained in the Agreement

- A. In no event shall Matrix, its employees, agents, or sub-contractors be responsible for any incidental, indirect, impact, or consequential damages (including loss of profits), liabilities or expenses incurred by the CLIENT or any third party as a result of Matrix's performance or nonperformance of the Services contracted for herein, and the CLIENT waives all such incidental, indirect, impact, or consequential damages.
- B. The obligations of Matrix under the Agreement are not intended to and shall not be personally binding on, nor shall any resort be had to the private properties of, any of parent or affiliate of Matrix, or any of their respective officers, directors, shareholders, partners, principals, members, managers, beneficiaries, employees or agents.
- C. Matrix's total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to the Agreement from any cause or causes, including but not limited to Matrix's errors, negligence, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the Services provided by Matrix or the limit of liability available at the time of the claim, whichever is lesser.
- D. To the maximum extent permitted by law, the limitations on damages, the releases from liability, the limitations of liability, and the exclusive remedies provisions expressly provided in the Agreement shall apply even in the event of the fault, negligence (in whole or in part), strict liability or breach of contract of Matrix. The remedies provided in the Agreement are exclusive, except that the CLIENT shall in addition have the right to obtain specific performance and all other injunctive relief that may be available. Matrix disclaims, and the CLIENT waives, any implied warranties of merchantability or fitness for a particular purpose with respect to any equipment or other personal property procured by Matrix and provided to the CLIENT as part of any Services.

Section 15: PROJECT DELAYS

If Matrix is delayed at any time in performing the Services for any specific project or activity by an act, failure to act, or neglect of the CLIENT or the CLIENT'S employees or any third parties; by changes in the scope of work; by unforeseen circumstances including delays authorized by the CLIENT and agreed to by Matrix; by acts of force majeure including, without limitation, fires, floods, riots, and strikes; by delays caused by foreign or domestic governmental acts or regulations; or by any cause beyond the reasonable control of Matrix, then the time for completion of the Services shall be extended based upon the impact of the delay. Matrix shall receive an adequate compensation adjustment if the delays caused by any of the above result in changes, require additional services, or result in additional costs to Matrix.

Section 16: ASSIGNMENT

Matrix shall not assign the Agreement in whole or part except that Matrix may use the services of persons and entities not in its employ, when it is appropriate to do so. Such persons and entities include, but are not limited to, surveyors, specialized consultants, drilling contractors, and testing laboratories. Matrix's use of others for additional services shall not be unreasonably restricted by the CLIENT provided Matrix notifies the CLIENT in advance.

Section 17: THIRD PARTY EXCLUSION

The Agreement shall not create any rights or benefits to parties other than the CLIENT and Matrix, except such other rights as may be specifically called herein.

Section 18: SEVERABILITY

If any clause or section of the Agreement shall be deemed void or invalid, such a decision shall only apply to that particular section(s) and shall not render the rest of the Agreement invalid. The balance of the Agreement shall remain in force.

Section 19: TERMINATION

Matrix may terminate the Agreement upon five (5) days notice if the CLIENT defaults in the payment for the Services or for any other material default by the CLIENT under the Agreement. The CLIENT or Matrix may terminate the Agreement upon fourteen (14) days notice for any reason which may arise or for no reason. In the event of such termination of the Agreement for any reason which may arise or for no reason, the termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination of the cause therefore, the CLIENT shall within thirty (30) calendar days of termination remunerate Matrix for the Services rendered and costs incurred (including all reimbursable costs hereunder), in accordance with Matrix's prevailing rate schedule.

Section 20: GOVERNING LAW

Unless otherwise provided in an addendum, the law of the State of New Jersey will govern the validity of the Agreement, its interpretation and performance, and remedies for contract breach or contract breach or any other claims related to the Agreement.

Special Provisions- Licensed Site Remediation Professional Services

1. Licensed Site Remediation Professionals. In accordance with the Site Remediation Reform Act, NJSA 58:10C-1 et seq ("SRRA") and Executive order #140, the performance of Services contained in this Agreement may require the engagement of a Licensed Site Remediation Professional ("LSRP") registered with the State of New Jersey under NJSA 58:10C-1 et seq, and the regulations effective November 5, 2009 known as Administrative requirements for the Remediation of Contaminated Sites ("ARRCS") as prepared by the New Jersey Department of Environmental Protection ("NJDEP") thereunder (collectively, the "LSRP Program").

The client recognizes and agrees in consideration of this section to the following terms and conditions:

- 1.1 The laws and regulations relating to the LSRP Program imposes upon LSRPs certain professional obligations owed to the public including, in some instances, a duty to disclose the existence of certain environmental contaminants to the NJDEP and/or other regulatory agencies.

If the LSRP's obligations under the LSRP Program conflict in any way the terms and conditions of this Agreement or the wishes or intentions of the Client, the client acknowledges that the LSRP is bound by law to comply with the requirements of the LSRP Program.

- 1.2 The Client recognizes that the LSRP shall be immune from all civil liability resulting from any alleged and/or actual conflict between the Client's interests and the investigatory, reporting and disclosure obligations under the LSRP Program. The Client also agrees to defend, indemnify and hold harmless Matrix New World Engineering, Inc. (Matrix) and its LSRP from and against any claims losses, damages, fines, or administrative, civil, or criminal penalties that arise as a direct or indirect result of the fulfillment of obligations to the LSRP program.

- 1.3 Client acknowledges and agrees to provide Matrix and its LSRP all relevant project information including but not limited to: (a) the date(s) and time(s), to the extent known, on which the Client obtained knowledge of any prior release(s); (b) details about the release(s) and Site-specific conditions; (c) any prior environmental site assessment reports, laboratory analytical reports, and/or other pertinent data, facility surveys, etc. known to the Client; and (d) prior measures taken to address the release(s), all to ensure that professional services, rendered on the Client's behalf by Matrix and its LSRP, to comply with the LSRP Program.

- 1.4 Under the LSRP Program, the LSRP is required to provide professional opinions at various stages if environmental assessment (remediation) permitting remedial action or closure activities. The LSRP shall be entitled to request the performance of such additional tests or other services as are necessary, in their professional judgment, to permit them to provide such opinions.

- 1.5 The Client shall permit Matrix and its LSRP to rely upon work product prepared by any prior environmental consultant in order to allow Matrix and its LSRP to meet their obligations under this Agreement and the LSRP Program.
- 1.6 As part of the LSRP Program, the NJDEP may audit with or without cause, work product developed under the LSRP Program, respectively. If the NJDEP conducts such an audit, the LSRP responses to such requests for information and additional services not included in the current Scope of Services and that Matrix New World shall be compensated therefore on substantially the same basis as it is compensated for Services provided under this Agreement.

Acceptance of Proposal; (please return this page only):
I accept all terms and conditions set forth and grant Matrix New World Engineering, Inc. authorization to proceed.

Name

Date

Signature

Purchase Order No. (if required)

RESOLUTION

WHEREAS, on July 16, 2019, the Township Council adopted Resolution 188-19 which authorized the execution of a Redevelopment Agreement with West Orange Senior Housing, LLC (“WOSH”) for the development of a 65-unit age-restricted affordable housing project called the West Orange Senior Housing Project (the “Project”) at 46 Mount Pleasant Avenue; and

WHEREAS, WOSH is applying to the New Jersey Housing and Mortgage Finance Agency for the development financing for the Project and must provide evidence of the availability of on-site transportation for residents of the Project; and

WHEREAS, the Township operates a comprehensive transportation program for senior citizen and disabled residents (the “Transportation Program”) which provides curb to curb bus service to destinations within the borders of the Township of West Orange; and

WHEREAS, the Transportation Program currently provides service to four (4) senior housing facilities within the Township, including the John P. Renna House, the Degnan House, Woodland Valley, and the Jewish Federation, the Township and WOSH have negotiated an Agreement to Provide On-Site Transportation (the “Agreement”) annexed hereto as Exhibit “A” where the Transportation Program will be expanded to add the Project as another location for transportation service.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township is authorized to enter in an Agreement with WOSH to expand the Township’s Transportation Program to include the Project; and be it further

RESOLVED, that the Mayor is authorized to execute the Agreement, annexed hereto as Exhibit “A” on behalf of the Township; and be it further

RESOLVED, that a copy of this resolution and the Agreement shall be kept on file with the Office of the Township Clerk.

KAREN J. CARNEVALE, RMC, MUNICIPAL CLERK

JERRY GUARINO, COUNCIL PRESIDENT

Adopted: September 24, 2019

I hereby certify funds are available from Account Number:_____

JOHN GROSS, CHIEF FINANCIAL OFFICER

AGREEMENT TO PROVIDE ON-SITE TRANSPORTATION

This Agreement is made and entered into this 4 day of Sept, 2019, by and between:

The Township of West Orange, in the County of Essex, having its offices at 66 Main Street, West Orange, New Jersey 07052;

AND

West Orange Senior Housing, LLC, a New Jersey limited liability company, having its offices at One Parker Plaza, Fort Lee, New Jersey 07024.

WITNESSETH

WHEREAS, West Orange Senior Housing, LLC is developing a 65-unit age-restricted, affordable housing project known as the West Orange Senior Housing Project having its location at 46 Mount Pleasant Avenue in the Township of West Orange (hereinafter referred as the "Project"); and

WHEREAS, West Orange Senior Housing, LLC is applying to the New Jersey Housing and Mortgage Finance Agency for development financing for the Project through the federal low income housing tax credit program and must include evidence of the availability of on-site transportation for residents of the Project in its financing application; and

WHEREAS, The Township of West Orange has operated a comprehensive senior citizen and disabled Transportation Program for over forty years; and

WHEREAS, The Township of West Orange's Transportation Program for senior citizens and disabled persons living in the Township is provided as a service to its older adults and disabled residents to assist them in leading mobile, active and healthy lives; and

WHEREAS, The Township of West Orange's Transportation Program provides curb to curb bus service to destinations within the Township of West Orange borders; and

WHEREAS, The Township of West Orange's Transportation Program is fully funded by the municipality and is provided to senior citizens and disabled persons free of charge, although donations are accepted; and

WHEREAS, The Township of West Orange currently provides curb to curb bus service to the four senior housing facilities in West Orange -- The John P. Renna House, The Degnan House, Woodland Valley and the Jewish Federation; and

WHEREAS, The Township of West Orange has the funding and capacity to add the West Orange Senior Housing Project to its Transportation Program for senior citizens and disabled persons when the Project is completed and operational,

NOW THEREFORE, the parties agree as follows:

1. The Township of West Orange will provide curb to curb bus transportation for all residents of the West Orange Senior Housing Project.
2. The Township of West Orange's bus service will make a regularly-scheduled stop on site at the West Orange Senior Housing Project at least once per week.
3. The Township of West Orange's bus service will pick up and drop off at the West Orange Senior Housing Project.
4. The Township of West Orange's bus service will transport West Orange Senior Housing Project residents to locations that are currently served by the Township's Transportation Program such as shopping and medical appointments.
5. The Township of West Orange will fund the on-site transportation for the West Orange Senior Housing Project and will provide this service to Project residents free of charge.
6. West Orange Senior Housing, LLC will provide residents of the West Orange Senior Housing Project with a transportation schedule in advance for planning purposes.
7. West Orange Senior Housing, LLC shall cooperate with the Township of West Orange in connection with the scheduling of on-site transportation for residents of the Project to insure that that the maximum number of interested residents are served.

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

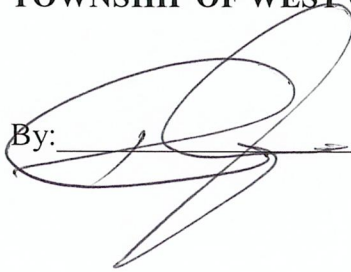
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the latest date of the signatures affixed hereto.

Attest:

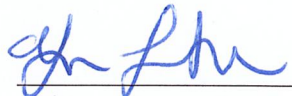

Richard T. Tuck
TOWNSHIP ATTY

Dated: 9-4-19

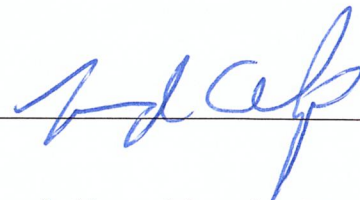
TOWNSHIP OF WEST ORANGE

By: 

Witness:


Fran Lacatena

WEST ORANGE SENIOR HOUSING, LLC

By: 

Joseph Alpert, Managing Member

R E S O L U T I O N

WHEREAS, the Township Council by Resolution No. 214-18 dated September 25, 2018 awarded the contract 2018 Street Improvements Phase IIB in the amount of \$2,267,911.78 to Granada Construction Company, 147 Thomas Street, Newark, New Jersey 07114; and

WHEREAS, the Township Engineer by letter dated August 2, 2019 recommended Change Order No. 1 in the amount of \$300,000.00 to allow additional work at the unit prices bid for the Improvement of Barbara Avenue and Dawson Avenue due to their deterioration since the contract was bid and awarded in summer/fall 2018; and

WHEREAS, the Township Council by Resolution No. 204-19 dated August 13, 2019 approved Change Order No. 1; and

WHEREAS, the Township Engineer by letter dated September 18, 2019 recommended Change Order No. 2 in the amount of \$226,000.00 to allow to reflect as-built quantities and the completion of three streets in the original project; and

WHEREAS, the Township Engineer recommends this Change Order as necessary and beneficial since awarding a separate contract to complete the three streets will result in higher unit prices and a higher cost; and

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

WHEREAS, the Township Council concurs in the foregoing.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange that Change Order No. 2 for the contract 2018 Street Improvements Phase IIB with Granada Construction Company, 147 Thomas Street, Newark, New Jersey 07114 in the amount of \$226,000.00, which represents an 8.80 percent increase in the authorized amount is hereby approved bringing the total authorized contract amount to \$2,793,011.78.

KAREN J. CARNEVALE, RMC, MUNICIPAL CLERK

JERRY GUARINO, COUNCIL PRESIDENT

Adopted: September 24, 2019

I hereby certify funds are available from:

ACCOUNT NO. 2018 STREET RSURFACING
IMPROVEMENTS 03-2544-18-0500-010
\$226,000.00

JOHN GROSS, CHIEF FINANCIAL OFFICER

September 18, 2019

CHANGE ORDER NO. 2**PROJECT: 2018 STREET RESURFACING PHASE IIB****CONTRACTOR: GRANADA CONSTRUCTION COMPANY
147 THOMAS STREET
NEWARK, NEW JERSEY 07114**

ORIGINAL CONTRACT AMOUNT	\$2,267,911.78
CHANGE ORDER NO. 1 FOR TWO ADDITIONAL STREETS	\$ 300,000.00
ADJUSTED CONTRACT AMOUNT THROUGH CHANGE ORDER NO. 1	\$2,567,911.78
CHANGE ORDER NO. 2 TO REFLECT AS-BUILT QUANTITIES AND COMPLETION OF THREE PROJECT STREETS	\$ 226,000.00
ADJUSTED CONTRACT AMOUNT THRU CHANGE ORDER NO. 2	\$2,793,911.78
PERCENTAGE INCREASE IN AUTHORIZED AMOUNT	8.80%

RECOMMENDED BY MUNICIPAL ENGINEER_____
LEONARD R. LEPORE**AGREED TO BY CONTRACTOR**_____
GRANADA CONSTRUCTION COMPANY**APPROVED BY OWNER**_____
TOWNSHIP OF WEST ORANGE**AUTHORIZED BY RESOLUTION NO. 233-19****DATED: September 24, 2019**

**RESOLUTION AUTHORIZING COST OF MAILING
FOR ELECTRONIC TAX SALE**

WHEREAS, NJSA 54:5-19.1 authorizes electronic tax sales pursuant to rules and regulations to be promulgated by the Director of the Division of Local Government Services, and

WHEREAS, the rules and regulations require a municipality to send two (2) notices of tax sale to all properties included in said sale; and

WHEREAS, the rules and regulations allow said municipality to charge a fee of \$25.00 per notice for the creation, printing and mailing of said notice; and

WHEREAS, in an effort to more fairly assign greater fiscal responsibility to delinquent taxpayers, the Township of West Orange will charge \$25.00 per notice mailed which will be assessed specifically to the delinquent accounts that are causing the need for a tax sale and not to the general tax base.

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that a fee of \$25.00 per notice be established and is hereby authorized and directed to be charged for each notice of tax sale that is sent in conjunction with the 2019 electronic tax sale.

KAREN J. CARNEVALE, RMC, MUNICIPAL CLERK

JERRY GUARINO, COUNCIL PRESIDENT

Adopted: September 24, 2019

234-19
September 24, 2019

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REFUND PAYMENT TO THE LISTED TAXPAYER
DUE TO A HOMESTEAD REBATE CREDIT**

WHEREAS, the below mentioned property received a Homestead Rebate Credit, the property is a VA exemption and the owner is entitled to the rebate.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and Treasurer of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the below mentioned taxpayer the sums indicated in full and final satisfaction

<u>Block</u>	<u>Lot</u>	<u>Name and Address</u>	<u>Amount</u>
55.07	10	Patrick & Margaret Durkin 21 Gilbert Place	\$208.51
168	15.01	John Granz Jr. & Lucia Granz 325 St Cloud Avenue	\$410.66
TOTAL:			\$619.17

KAREN J. CARNEVALE, RMC, MUNICIPAL CLERK

JERRY GUARINO, COUNCIL PRESIDENT

Adopted: September 24, 2019

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

JOHN GROSS, CHIEF FINANCIAL OFFICER

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO AN
OVERPAYMENT OF TAXES DUE TO A COUNTY BOARD JUDGMENT**

WHEREAS, certain West Orange property owners have filed a successful tax appeal for the year 2019.

WHEREAS, such West Orange property owners have overpaid taxes for the year 2019; and
Property owners are entitled to refunds to the extent of such overpayment; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and the Treasurer of the Township of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list sums in full and final satisfaction of the overpayment of the 2019 taxes.

<u>Block</u>	<u>Lot</u>	<u>Name & Address</u>	<u>Amount</u>
82.03	17	Candyland Land, LLC 27 Ridge Road West Orange, NJ 07052	\$1,990.34
104	10.02	Russell & Tara Pareti 55 Mountain Avenue West Orange, NJ 07052	\$2,912.70
172.26	15	Brian & Joan Callahan 23 McGuire Drive West Orange, NJ 07052	\$1,219.17
		TOTAL:	\$6,122.21

KAREN J. CARNEVALE, RMC, MUNICIPAL CLERK

JERRY GUARINO, COUNCIL PRESIDENT

Adopted: September 24, 2019

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

JOHN GROSS, CHIEF FINANCIAL OFFICER

**AN ORDINANCE AMENDING CHAPTER 2, SECTION 46 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(EMERGENCY MANAGEMENT)**

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 update the provisions of the Township Municipal Code to reflect the current name of the entity responsible for emergency management within the Township of West Orange and to formally establish a Community Emergency Response Team within the Office of Emergency Management under the supervision of the Township Emergency Management Coordinator.

II. CHAPTER 2, SECTION 46 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

2-46 EMERGENCY MANAGEMENT.

There shall be a Office of Emergency Management pursuant to law (Chapter 438 of the 1956 Laws of New Jersey, N.J.S.A. App. A:9-41) and a Coordinator of the Office of Emergency Management to be appointed by the Mayor. The Coordinator of the Office of Emergency Management shall be a resident of the Township and have working knowledge of all emergency service disciplines, including, but not limited to public safety, fire suppression, health and welfare, and public works and utilities. . All departments of the Township government shall cooperate with and assist the Office of Emergency Management as required.

III. CHAPTER 2, SECTION 46.1 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

2-46.1 Community Emergency Response Team.

A Community Emergency Response Team is hereby established in the Township of West Orange. The Community Emergency Response Team shall fall under the Office of Emergency Management and shall be under the supervision and control of the Office of Emergency Management Coordinator or the Coordinator's designee.

IV. CHAPTER 2, SECTION 46.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

2-46.2 Duties of the Community Emergency Response Team.

The Community Emergency Response Team shall provide volunteer services in the area of natural and other disasters under the direction of the Office of Emergency Management to

supplement the West Orange Police Department and the West Orange Fire Department and in response to any such disaster.

V. CHAPTER 2, SECTION 46.3 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

2-46.3 Membership in the Community Emergency Response Team.

The membership of the Community Emergency Response Team shall be comprised of volunteers subject to approval by the governing body upon the recommendation of the Office of Emergency Management Coordinator. All members of the Community Emergency Response Team shall be at least eighteen (18) years of age and either: (i) reside or (ii) work within the Township of West Orange.

VI. CHAPTER 2, SECTION 46.4 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

2-46.4 Training for the Community Emergency Response Team.

All members of the Community Emergency Response Team shall be required to receive approximately twenty (20) hours of basic-level training as required by the Federal Emergency Management Agency and will include training in:

- a. Disaster First Aid;
- b. Family Disaster Preparedness;
- c. Disaster Fire Suppression;
- d. Medical Operations;
- e. Operations in Response to Terrorists Incidents;
- f. Disaster Mental Health;
- g. Basic Emergency Management; and
- h. Skills Review and Disaster Simulation.

VII. 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.

VIII. 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.

IX. EFFECTIVE DATE

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

ROBERT D. PARISI, MAYOR

**JERRY GUARINO,
COUNCIL PRESIDENT**

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

INTRODUCED: September 10, 2019

ADOPTED: September 24, 2019

Legislative History

The purpose of this ordinance is update the provisions of the Township Municipal Code to reflect the current name of the entity responsible for emergency management within the Township of West Orange and to formally establish a Community Emergency Response Team within the Office of Emergency Management under the supervision of the Township Emergency Management Coordinator.

**AN ORDINANCE AMENDING CHAPTER 2, SECTION 61.6 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(PEDESTRIAN SAFETY ADVISORY BOARD - Functions)**

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 and function of the Pedestrian Safety Advisory Board to empower it to make recommendations for the enhancement of pedestrian safety to the Planning Board, Zoning Board of Adjustment, and the Open Space and Recreation Committee.

II. CHAPTER 2, SECTION 61.6 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

2-61.6 Functions.

The functions of the Board shall be as follows:

- a. Investigation and analysis of issues affecting pedestrian safety;
- b. Recommendations to the Mayor and Council, Planning Board, Zoning Board of Adjustment, and the Open Space and Recreation Committee regarding initiatives and policies designated to enhance pedestrian safety;
- c. Participation when authorized by the Mayor, in appropriate regional pedestrian safety activities; and
- d. Annual meeting to inform the Mayor, Township Council and the general public of the Board's activities and progress.

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.

ROBERT D. PARISI, MAYOR

**JERRY GUARINO
COUNCIL PRESIDENT**

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

INTRODUCED: September 10, 2019

ADOPTED: September 24, 2019

Legislative History

The purpose of this ordinance is to expand the scope and function of the Pedestrian Safety Advisory Board to empower it to make recommendations for the enhancement of pedestrian safety to the Planning Board, Zoning Board of Adjustment, and the Open Space and Recreation Committee.



TOWNSHIP OF WEST ORANGE

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

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI

Mayor

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: llepore@westorange.org

LEONARD R. LEPORE

Director/Municipal Engineer

September 04, 2019

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

RE: ORDINANCE REVISING SUBSECTION 7-46.2, PERMIT PARKING ON CALVIN TERRACE

Mayor Parisi, Council President Guarino, and Council Members:

This Ordinance amends Subsection 7-46.2, Parking Prohibited During Certain Hours on Certain Days on Certain Streets Servicing Residential Land Uses, Except by Permit, of the Revised General Ordinances. The west side of Calvin Terrace will be designated as a Restricted Parking Street at all times and residents on this street and their visitors will need a permit to park on it. The east side of Calvin Terrace has parking prohibited at all times. The residents of this street requested this regulation as tenants and their visitors of the Llewellyn Gates Apartment Complex use this street for parking. This in turn reduces available parking for residents of Calvin Terrace. The provisions of Subsection 7-12, Parking Prohibited for Street Cleaning and Maintenance and Subsection 7-13, Parking Prohibited At All Times on Certain Streets will remain in effect.

If you have any questions or comments on this Ordinance, please contact me.

Very truly yours,


Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tp

enc.

cc: John K. Sayers
John Gross
Police Chief James Abbott

AN EQUAL OPPORTUNITY EMPLOYER

www.westorange.org