

1. Conference Meeting Agenda

Documents:

[CA 1.5.21.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 1.5.21.PDF](#)

3. Resolution(S)

3.I. 1-21

Documents:

[1-21 AUTHORIZING TEMPORARY BUDGET.PDF](#)

3.II. 2-21

Documents:

[2-21 CASH MANAGEMENT PLAN.PDF](#)

3.III. 3-21

Documents:

[3-21 AUTHORIZING EMERGENCY TEMPORARY APPROPRIATION FOR FUNDING OF TAX APPEALS.PDF](#)

3.IV. 4-21

Documents:

[4-21 RAFFLE LICENSES 1.5.21.PDF](#)

3.V. 5-21

Documents:

[5-21 AUTHORIZING INTERLOCAL AGREEMENT WITH ROSELAND FOR ANIMAL CONTROL SERVICES -2021 AND 2022.PDF](#)

3.VI. 6-21

Documents:

[6-21 AUTHORIZING INTERLOCAL AGREEMENT WITH NORTH CALDWELL FOR ANIMAL SHELTER SERVICES -2021.PDF](#)

3.VII. 7-21

Documents:

[7-21 ESSEX COUNTY CDBG PROGRAM 2021 RESOLUTION.PDF](#)

3.VIII. 8-21

Documents:

[8-21 DUPLICATE PAYMENT RESOLUTION 4TH2020.PDF](#)

3.IX. 9-21

Documents:

[9-21 AUTHORIZING EXECUTION OF GRANT AGREEMENT FOR THE HDSRF GRANT FUNDS FOR REMOVAL OF UNDERGROUND STORAGE TANKS AT THE SELECTO-FLASH.PDF](#)

[9-21 EXHIBIT - AUTHORIZING EXECUTION OF GRANT AGREEMENT FOR THE HDSRF GRANT FUNDS FOR REMOVAL OF UST AT THE SELECTO-FLASH PROPERTY A_.PDF](#)

4. Ordinance(S) On First Reading

4.I. 2626-21

Documents:

[2626-21 MULTI-WAY STOP INTERSECTION FOREST AVE AND ELLIS STREET.PDF](#)

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, January 5, 2021

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 November 30, 2020, and published in the West Orange Chronicle on December 10, 2020.

Roll Call – Councilwoman Casalino, Councilwoman Matute-Brown, Councilwoman McCartney, Councilman Rutherford, Councilwoman Williams, Mayor Parisi

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6:30 P.M

- **Nomination of Council President – 2021**
- **Oaths of Office**
 - **Council President**
 - **Councilwoman Michelle Casalino**
 - **Oath Administered by Assemblyman John McKeon**
 - **Councilwoman Tammy Williams**
 - **Oath Administered by Assemblywoman Mila Jasey**
 - **Councilman Bill Rutherford**
 - **Oath Administered by Assemblyman John McKeon**
- **Council Liaison Appointments for 2021**
 - SM__ Planning Board (SM)**
 - rescind Local Assistance Board (CMB)**
 - MC__ ERSCHA (Degnan House) (MC)**
 - TW__ WOSCHA (John P. Renna House) (SM)**
 - MC__ Downtown West Orange Alliance (JG)**
 - CMB__ West Orange Municipal Alliance Committee (CMB)**
 - SM__ West Orange Arts Council (SM)**
 - BR__ Open Space & Recreation Committee (JK)**

Agenda is subject to change.

MC Public Relations Commission (MC)

CMB Oscar Schindler Performing Arts Center (CMB)

MC West Orange Board of Education (MC)

BR Joint Meeting Commission (2-year term-exp. 12/22) (JG)

TW West Orange Historic Preservation Commission (JK)

BR Pedestrian Safety Committee (JG)

BR & CMB Municipal Insurance Fund (CMB & JG) (2-year term-exp. 12/22)

- **Update – Redevelopment**
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

PUBLIC MEETING AGENDA

Township of West Orange

66 Main Street – 7:00 p.m.

January 5, 2021

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 November 30, 2020, and published in the West Orange Chronicle on December 10, 2020.

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, Councilwoman McCartney, Councilman Rutherford, Councilwoman Williams, **Council President Matute-Brown, Mayor Parisi**

1. Public Comment

2. *Consent Agenda

3. *Approval of Minutes of Previous Meeting – Public Meeting December 15, 2020

4. *Report of Township Officers - None

6. *Reading of Petitions and Communications and Bids - None

5. *Bills-None

6. *Resolutions

a. 1-21 Resolution Authorizing the Temporary Budget – 2020 (Gross)

b. 2-21 Resolution Authorizing a Cash Management Plan for 2020 (Gross)

c. 3-21 Resolution Authorizing an Emergency Temporary Appropriation for Funding of Tax Appeals (Gross)

d. 4-21 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)

e. 5-21 Interlocal Agreement with Roseland for Animal Control Services (DeNova)

f. 6-21 Interlocal Agreement with North Caldwell for Animal Control Services (DeNova)

g. 7-21 Resolution Essex County Community Block Grant Program Year 2021 (Lepore)

h. 8-21 Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to an Overpayment of Taxes Due to a Duplicate Payment (Gagliardo)

i. **9-21 Resolution Accepting a Grant from the Hazardous Discharge Site Remediation Fund Public Entity Program Through the New Jersey Economic Development Authority and the New Jersey Department of Environmental Protection (Lepore)**

7. Ordinances on Second and Final Reading-None

8. Ordinances on First Reading

- a. **2626-21** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-19, Through Streets and Subsections 7-21.2, Multi-Way Stops Near Schools, Playgrounds and Youth Recreation Facilities of the Revised General Ordinances of the Township of West Orange (Lepore)

9. Pending Matters/New Matters/Council Discussion

10. ABC Hearing-None

11. 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-TEMPORARY BUDGET APPROPRIATION
PURSUANT TO N.J.S.A 40A:4-19

WHEREAS , N.J.S.A. 40A:4-19 provides for temporary budget appropriations;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange does hereby authorize the attached 2021 temporary budget appropriations:

Council President

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

Adopted: January 5, 2021

2021 Temporary Budget**1-21**

Account	Account Name	Amount
Current Fund		
01-2010-00-1001	MAYOR S&W	20,171.80
01-2010-00-1002	MAYOR O/E	5,683.19
01-2010-00-1102	PUBLIC INFORMATION OFFICER OE	157.68
01-2010-00-1201	TOWN COUNCIL S&W	16,545.28
01-2010-00-1202	TOWNSHIP COUNCIL-ADV	1,060.00
01-2010-00-1203	TOWN COUNCIL O/E	8,122.25
01-2010-00-1301	ABC S&W	185.50
01-2010-00-1302	ABC O/E	66.25
01-2010-00-1402	TOWNSHIP LITIGATION O/E	72,875.00
01-2010-00-1501	TOWNSHIP CLERK S&W	69,276.63
01-2010-00-1502	TOWNSHIP CLERK O/E	795.00
01-2010-00-1601	MUNICIPAL ELECTION S&W	1,325.00
01-2010-00-1602	MUNICIPAL ELECTION O/E	4,637.50
01-2010-00-1701	LEGAL SERVICES S&W	19,610.00
01-2010-00-1702	LEGAL SERVICES O/E	10,176.00
01-2010-00-1802	HUMAN RELATIONS COMMISSION OE	1,351.50
01-2010-00-1901	PLANNING BOARD S&W	1,391.25
01-2010-00-1902	PLANNING BOARD O/E	2,756.00
01-2010-00-1911	BOARD OF ADJUSTMENT S&W	1,391.25
01-2010-00-1912	BOARD OF ADJUSTMENT O/E	988.45
01-2010-00-1931	WASTE MANAGEM S&W	1,404.50
01-2010-00-1932	WASTE MANAGEM O/E	74,604.92
01-2010-00-1941	MUNICIPAL COURT S&W	93,596.87
01-2010-00-1942	MUNICIPAL COURT O/E	9,222.00
01-2010-00-1951	PUBLIC DEFENDER S&W	4,823.00
01-2010-00-1952	PUBLIC DEFENDER OE	1,590.00
01-2010-00-1962	ENVIRONMENTAL COMMISSION O/E	39.75
01-2010-00-1972	RENT LEVELING O/E	19.88
01-2010-00-2001	BUSINESS ADMI S&W	63,556.24
01-2010-00-2002	BUSINESS ADMI O/E	45,898.00
01-2010-00-2102	ADMIN OF TOWN OWNED PROPERTIES	265.00
01-2010-00-2201	PURCHASING S&W	37,993.85
01-2010-00-2202	PURCHASING O/E	10,202.50
01-2010-00-2302	CENTRAL PRINT O/E	7,340.50
01-2010-00-2402	TELEPHONE COMMUNICATIONS O/E	62,275.00
01-2010-00-2531	CENTRAL INSURANCE-ADMIN S&W	636.00
01-2010-00-2532	CENTRAL INSURANCE - HEALTH	2,562,985.70
01-2010-00-2533	CENTRAL INS - UNEMPLOYMENT	26.50
01-2010-00-2534	CENTRAL INSURANCE- LIABILITY	225,250.00

01-2010-00-2535	CENTRAL INS - WORK-COMP	132,500.00
01-2010-00-2602	CENTRAL MAILING O/E	19,543.75
01-2010-00-2701	TOWNSHIP PHYSICIAN S&W	265.00
01-2010-00-2702	TOWNSHIP PHYSICIAN O/E	2,481.73
01-2010-00-2801	COLLECTORS OF S&W	49,184.28
01-2010-00-2802	COLLECTORS OF O/E	6,413.00
01-2010-00-2902	TREASURER O/E	2,623.50
01-2010-00-2951	COMPTROLLER S&W	118,326.14
01-2010-00-2952	COMPTROLLER O/E	37,636.63
01-2010-00-3001	PLANNING & DEV S&W	79,457.26
01-2010-00-3002	PLANNING & DE O/E	8,505.18
01-2010-00-3101	HOUSING CODE S&W	53,879.80
01-2010-00-3102	HOUSING CODE O/E	1,517.13
01-2010-00-3152	HISTORIC PRESERVATION O/E	397.50
01-2010-00-3202	WO ARTS COUNCIL O/E	397.50
01-2010-00-3302	MAIN STREET O/E	11,264.89
01-2010-00-3402	WO ENERGY COMMISSION O/E	265.00
01-2010-00-4001	TAX ASSESSOR S&W	56,267.98
01-2010-00-4002	TAX ASSESSOR O/E	10,759.00
01-2010-00-5001	POLICE S&W	3,079,712.00
01-2010-00-5002	POLICE UNIFORM O/E	25,148.50
01-2010-00-5003	POLICE O/E	105,496.50
01-2010-00-6001	FIRE S&W	2,345,266.03
01-2010-00-6002	FIRE O/E	31,994.78
01-2010-00-6003	FIRE O/E	19,716.00
01-2010-00-6101	UNIFORM FIRE SAFETY S&W	7,486.25
01-2010-00-6102	UNIFORM FIRE SAFETY O/E	8,949.58
01-2010-00-6201	EMERGENCY MGT S&W	1,192.50
01-2010-00-6202	EMERGENCY MGT O/E	1,537.00
01-2010-00-7001	ENGINEERING S&W	146,839.88
01-2010-00-7002	ENGINEERING O/E	1,219.00
01-2010-00-7101	BUILDING & PROPERTY O/E	103,873.38
01-2010-00-7202	SHADE TREE O/E	18,616.25
01-2010-00-7301	PARKING FAC MAINT & REPAIR S&W	583.00
01-2010-00-7302	PARKING FAC MAINT & REPAIR O/E	1,184.55
01-2010-00-7401	PUBLIC WORKS S&W	734,295.96
01-2010-00-7502	STREET SALT & CHLORIDE O/E	117,925.00
01-2010-00-7503	STREET CLEANING AND DRAINAGE O	12,879.00
01-2010-00-7602	STREET REPAIR O/E	18,642.75
01-2010-00-7702	STREET SERVICE & TRAFFIC O/E	3,471.50
01-2010-00-7802	SANITATION O/E	1,616.50
01-2010-00-7902	CENTRAL AUTOMOTIVE O/E	145,352.50
01-2010-00-7952	SEWER & PUMP STATIONS O/E	15,317.00
01-2010-00-8051	GENERAL HEALTH SERVICES S&W	141,540.11
01-2010-00-8052	GENERAL HEALTH SERVICES O/E	5,928.58
01-2010-00-8101	SEN CITIZEN TRANS S&W	57,996.35

01-2010-00-8102	SEN CITIZEN TRANS O/E	251.75
01-2010-00-8301	WELFARE S&W	35,140.06
01-2010-00-8302	WELFARE O/E	1,338.25
01-2010-00-8401	ANIMAL CONTROL S&W	34,219.97
01-2010-00-8402	ANIMAL CONTROL O/E	841.38
01-2010-00-8502	PODIATRY CLINIC O/E	3,842.50
01-2010-00-8601	SEN CITIZEN HEALTH CTR S&W	46,961.50
01-2010-00-8602	SEN CITIZEN HEALTH CTR OE	1,265.38
01-2010-00-8632	AID TO HEALTH CARE FAC O/E	397.50
01-2010-00-8751	CHILD HEALTH CLINIC S&W	795.00
01-2010-00-8752	CHILD HEALTH CLINIC O/E	1,099.75
01-2010-00-8762	RETIRED CITIZENS PROGRAM O/E	5,525.25
01-2010-00-8801	RIGHT TO KNOW S&W	1,285.25
01-2010-00-8802	RIGHT TO KNOW O/E	112.63
01-2010-00-8902	GARBAGE-TRASH REMOVAL O/E	901,000.00
01-2010-00-9002	COMMUNITY SERVICES O/E	19,941.25
01-2010-00-9101	PARKS & PLAYGROUNDS S&W	173,106.41
01-2010-00-9102	PARKS & PLAYGROUNDS O/E	33,443.00
01-2010-00-9302	CELECRATION OF PUBLIC EVENTS O	12,296.00
01-2010-00-9401	CONSTRUCTION S&W	113,271.60
01-2010-00-9402	CONSTRUCTION O/E	18,470.50
01-2010-00-9500	ELECTRICITY O/E	155,025.00
01-2010-00-9501	CONDO STREET LIGHTING O/E	166,950.00
01-2010-00-9502	FUEL O/E	189,066.90
01-2010-00-9503	FUEL OIL	662.50
01-2010-00-9504	WATER- O/E	10,070.00
01-2010-00-9505	FIRE HYDRANT SERVICE O/E	177,192.25
01-2010-00-9610	CHALLENGE GRANT BUS SHUTTLE O/	39,084.19
01-2010-00-9611	SALARY ADJUSTMENT S&W	1,325.00
01-2010-00-9612	NJSLOM	875.83
01-2010-00-9613	MEDICAL TRANSPORT BILLING SERV	33,125.00
01-2010-00-9614	CONTINGENT O/E	265.00
01-2010-00-9902	PERS O/E	242,546.02
01-2010-00-9903	FICA O/E	285,664.44
01-2010-00-9904	CONSOLIDATED P & F PENSION O/E	4,698.55
01-2010-00-9905	P&F RET SYSTEM O/E	1,102,654.67
01-2010-00-9907	DEFINED CONTRIBUTION RET. O/E	530.00
01-2010-02-1005	EMPLOYEES HOSP OUT OF CAP	33,425.86
01-2010-02-1006	JOINT OUTLET SEWER M O/E	2,523,232.00
01-2010-02-1007	MAINT.FREE PUBLIC LIBRARY O/E	527,130.75
01-2010-02-1008	TAX APPEALS PENDING O/E	650,000.00
01-2010-04-1004	ESSEX FELL HEALTH ILSA S&W	10,269.00
01-2010-05-1000	PUBLIC SAFETY OE GRANT APPROPRIATION	5,018.53
01-2010-06-1002	CAPITAL IMPROVEMENT FUND	275,000.00
01-2010-07-1002	DEBT SERVICE O/E -BOND PRINCIPAL	3,530,000.00
01-2010-07-1003	DEBT SERVICE O/E - BAN PRINCIPAL	1,148,089.18

01-2010-07-1004	DEBT SERVICE O/E -BOND INTEREST	1,163,752.50
01-2010-07-1005	DEBT SERVICE O/E -BAN INTEREST	280,844.26
01-2010-07-1006	DEBT SERVICE O/E -NJEIT PRINCIPAL	238,649.65
01-2010-07-1007	DEBT SERVICE O/E -NJEIT INTEREST	69,343.36
01-2010-08-1004	DEFERRED CHARGES-OUT OF CAP	1,287,280.00
01-2010-10-1002	RESERVE FOR UNCOLLECTED TAXES	2,887,057.99
01-2010-11-1000	PENDING RETRO	238,500.00
	Total	29,867,694.74

POOL UTILITY

08-2010-55-5011	POOL S&W	42,662.35
08-2010-55-5022	POOL OE	21,480.90
08-2010-55-5412	FICA	2,990.79
08-2010-55-5422	NJ UMEMPLOYMENT INS	0.27
	Total	67,134.31

2-21
January 5, 2021

RESOLUTION-CASH MANAGEMENT PLAN

WHEREAS, N.J.S.A. 40A:5-14 mandates that the Governing Body of a municipal corporation shall, by resolution passed by a majority vote of the full membership thereof, designate as a depository for its monies a bank or trust company having its place of business in the state and organized under the laws of the United States or this state; and

WHEREAS, N.J.S.A. 40A:5-15.1 amended by Chapter 148, P.L. 1997 established new requirements for the investment of public funds and adoption of a cash management plan for counties, municipalities and authorities; and

WHEREAS, the Mayor and Township Council of the Township of West Orange wish to comply with the above statutes;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Township Council of the Township of West Orange adopt the attached cash management plan, including the official depositories for the Township of West Orange for the 2021 year.

Council President

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

Adopted: January 5, 2021

Cash Management Plan of the Township of West Orange
In the County of Essex, New Jersey

I. STATEMENT OF PURPOSE.

This Cash Management Plan (the "Plan") is prepared pursuant to the provisions of N.J.S.A. 40A:5-14 in order to set forth the basis for the deposits ("Deposits") and investment ("Permitted Investments") of certain public funds of the Township of West Orange, pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and the Permitted Investments will be done to insure the safety, the liquidity (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to insure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments.

II. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN.

A. The Plan is intended to cover the deposit and/or investment of the following funds and accounts of the Township of West Orange:

- Animal Control Trust Fund Account
- Assessment Trust Fund Account
- COAH Developer Fee Account and Growth Share Account
- Community Development Block Grant Account
- Current Account
- General Capital Account
- General Trust Account
- Municipal Insurance Trust Account
- Open Space Trust Fund
- Public Assistance Trust Fund I & II
- Section Eight Housing Account
- Special Improvement District Account
- Swim Pool Operating Account
- Unemployment Trust Account
- Workers' Compensation Account

All disbursements for the accounts listed above shall be made by checks signed (or facsimile signatures) by any three of the following: the Mayor, Comptroller, and Treasurer, or Designees.

B. It is understood that this Plan is not intended to cover certain funds and accounts of the Township of West Orange, specifically:

Payroll Account

All disbursements for the Payroll Account shall be made by checks signed by the Comptroller, Tax Collector, Business Administrator, or Mayor.

III. DESIGNATION OF OFFICIALS OF THE TOWNSHIP OF WEST ORANGE
AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THE PLAN.

The Comptroller of the Township of West Orange (or Designee) (the "Designated Official") is hereby authorized and directed to deposit and/or invest the funds referred to in the Plan. Prior to making any such Deposits or any Permitted Investments, such officials of the Township of West Orange are directed to supply to all depositories or any other parties with whom the Deposits or Permitted Investments are made a written copy of this Plan which shall be acknowledged in writing by such parties and a copy of such acknowledgement kept on file with such officials.

IV. DESIGNATION OF DEPOSITORIES.

The following banks and financial institutions are hereby designated as official depositories for the Deposit of all public funds referred to in the Plan, including any certificates of Deposit which are not otherwise invested in Permitted Investments as provided for in the Plan:

Atlantic Federal Credit Union
Bank of America, N.A.
CitiBank
Kearny Federal Savings Bank
Glen Rock Savings Bank
JP Morgan Chase Bank
New York Community Bank
PNC Bank, National Association
Provident Bank
Regal Bank
Santander Bank
Sovereign Bank
State of New Jersey Cash Management Fund
TD Bank, NA
Valley National Bank
Union Center Bank
Wells Fargo Bank, NA

All such depositories shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgement to the Designated Official (s) in Section III above.

V. DESIGNATION OF BROKERAGE FIRMS AND DEALERS WITH WHOM THE
DESIGNATED OFFICIALS MAY DEAL.

The following brokerage firms and/or dealers and other institutions are hereby designated as firms with whom the Designated Official (s) of the Township of West Orange referred to in this Plan may deal for purposes of buying and selling securities identified in this Plan as Permitted Investments or otherwise providing for Deposits. All such brokerage firms and/or dealers shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgement to the Designated Official (s) referred to in Section III above.

None

VI. AUTHORIZED INVESTMENTS.

A. Except as otherwise specifically provided for herein, the Designated Official is hereby authorized to invest the public funds covered by this Plan, to the extent not otherwise held in Deposits, in the following Permitted Investments:

- (1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America;
- (2) Government money market mutual funds;
- (3) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;
- (4) Bonds or other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;
- (5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of the Treasury for investment by Local Units;
- (6) Local government investment pools;
- (7) Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P.L. 1977, c.281 (C.52:18A-90.4); or
- (8) Agreements for the repurchase of fully collateralized securities if.
 - (a) the underlying securities are permitted investments pursuant to paragraphs (1) and (3) of this subsection a;
 - (b) the custody of collateral is transferred to a third party;
 - (c) the maturity of the agreement is not more than 30 days;
 - (d) the underlying securities are purchased through a public depository as defined in section 1 of P.L. 1970, c.236 (C.17:19-41); and
 - (e) a master repurchase agreement providing for the custody and security of collateral is executed.

For purposes of the above language, the terms "government money market mutual fund" and "local government investment pool" shall have the following definitions:

Government Money Market Mutual Fund. An investment company or investment trust:

- (a) which is registered with the Securities and Exchange Commission under the "Investment Company Act of 1940," 15 U.S.C. sec. 80a-1 et seq., and operated in accordance with 17 C.F.R. sec 270.2a-7.
- (b) the portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; and
- (c) which has:
 - (I) attained the highest ranking or the highest letter and numerical rating of a nationally recognized statistical rating organization; or
 - (II) retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission pursuant to the "Investment Advisors Act of 1940" 15 U.S.C. sec. 80b-1 et seq., with experience investing in U.S. Government securities for at least the most recent past 60 months and with assets under management in excess of \$500 million.

Local Government Investment Pool. An investment pool:

- (a) which is managed in accordance with 17 C.F.R. sec. 270.2a-7;
- (b) which is rated in the highest category by a nationally recognized statistical rating organization;
- (c) which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. sec. 270.2a-7, and repurchase agreements that are collateralized by such U.S. Government securities;
- (d) which is in compliance with rules adopted pursuant to the "Administrative Procedure Act," P.L. 1968, c410 (c.52:14B-1 et seq.) by the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investments;
- (e) which does not permit investments in instruments that: are subject to high price volatility with changing market conditions; cannot reasonably be expected at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and

- (f) which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management fund, or through the use of a national or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967 c.9 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government Securities.

VII. SAFEKEEPING CUSTODY PAYMENT AND ACKNOWLEDGEMENT OF RECEIPT OF PLAN.

To the extent that any Deposit or Permitted Investment involves a document or security which is not physically held by the Township of West Orange, then such instrument or security shall be covered by a custodial agreement with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of such investments in the name of the Township of West Orange to assure that there is no unauthorized use of the funds or the Permitted Investments or Deposits. Purchase of any Permitted Investments that involve Securities shall be executed by a "delivery versus payment" method to insure that such Permitted Investments are either received by the Township of West Orange or by a third party custodian prior to or upon the release of the Township of West Orange's funds.

To assure that all parties with whom the Township of West Orange deals either by way of Deposits or Permitted Investments are aware of the authority and the limits set forth in this Plan, all such parties shall be supplied with a copy of this Plan in writing and all such parties shall acknowledge the receipt of that Plan in writing, a copy of which shall be on file with the Designated Official (s).

VIII. REPORTING REQUIREMENTS.

Each month during which this Plan is in effect, the Designated Official (s) referred to in Section III hereof shall supply to the governing body of The Township of West Orange a written report of any Deposits or Permitted Investments made pursuant to this Plan, which shall include, at a minimum, the following information:

- A. The name of any institution holding funds of the Township of West Orange as a Deposit or a Permitted Investment.
- B. The amount of securities or Deposits purchased or sold during the immediately preceding month.
- C. The class or type of securities purchased or Deposits made.
- D. The book value of such Deposits or Permitted Investments.
- E. The earned income on such Deposits or Permitted Investments. To the extent that such amounts are actually earned at maturity, this report shall

provide an accrual of such earnings during the immediately preceding month.

- F. The fees incurred to undertake such Deposits or Permitted Investments.
- G. The market value of all Deposits or Permitted Investments as of the end of the immediately preceding month.
- H. All other information which may be deemed reasonable from time to time by the governing body of the Township of West Orange.

IX. EXPENDITURES OF DEPOSIT

All distribution of funds for expenditures of Township of West Orange funds shall be recorded on a Bill List presented to the Township Council at a public meeting for their approval. Once approved, the Chief Financial Officer will distribute the funds for the expenditures as specified on the Bill List. If the Chief Financial Officer determines that withholding distribution of funds for any properly authorized expenditure until the next Council Meeting would provide a threat to anyone's health, welfare or safety and/or negatively impact the efficiency of Township operations, the Chief Financial may immediately distribute funds for the expenditure and record it as such on the next Bill List presented to the Township Council.

X. TERM OF PLAN.

The Plan shall be in effect for the 2019 year. Attached to this Plan is a resolution of the governing body of the Township of West Orange approving this Plan for such period of time. The Plan may be amended from time to time. To the extent that any amendment is adopted by the Council, the Designated Official is directed to supply copies of the amendments to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan was so acknowledged.

3-21
January 5, 2021

TOWNSHIP OF WEST ORANGE
EMERGENCY TEMPORARY APPROPRIATION RESOLUTION
FOR THE PURPOSE OF FUNDING EMINENT TAX APPEALS
PRIOR TO ADOPTION OF 2021 BUDGET -N.J.S. 40A:4-20

WHEREAS, an emergent condition has arisen with respect to the continued operation of the Municipality, and more apporpriations are needed to pay tax appeal claims, and no adequate provision has been made in the 2021 Temporary Budget for the aforesaid purpose, and N.J.S.40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose above mentioned, and

NOW, THEREFORE, BE IT RESOLVED, (not less than two-thirds of all members, thereof affirmatively concurring) that in accordance with N.J.S. 40A:4-20, emergency temporary appropriations be and the same are hereby made for the purpose indentified by the titles herein listed and the sums set opposite such titles:

2021 EMERGENCY TEMPORARY APPROPRIATIONS ARE HEREBY ATTACHED AND MADE PART OF THIS RESOLUTION

Tax Appeals 500,000.00

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

Council President

Adopted: January 5, 2021

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/Type of Event</u>	<u>Place</u>	<u>RL No.</u>
Seton Hall Prep Fathers Club Off Premise Merchandise	April 24, 2021	120 Northfield Avenue	7697

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

Council President

Adopted: January 5, 2021

RESOLUTION

WHEREAS, the Township of West Orange (“Township”) and Borough of Roseland (“Roseland”) have previously executed Inter-Local Agreements whereby the Township provides Roseland with certain animal control services in exchange for quarterly payments by Roseland to the Township (the “Inter-Local Agreement”); and

WHEREAS, the last Inter-Local Agreement expired on June 30, 2020; and

WHEREAS, the Township provided the annual control services for Roseland from July 1, 2020 through December 31, 2020 after the expiration of the last Inter-Local Agreement; and

WHEREAS, the Township and Roseland negotiated an interim agreement for the six-month period from July 1, 2020 through December 31, 2020 (the “Interim Agreement”), annexed hereto as Exhibit “A,” whereby Roseland agreed to pay the Township the sum of \$7,413.95, for the six-month term from July 1, 2020 through December 31, 2020; and

WHEREAS, the Township and Roseland have also negotiated a new Inter-Local Agreement for a two-year term from January 1, 2021 through December 31, 2022; and

WHEREAS, under the new Inter-Local Agreement, the Roseland will pay the Township the sum of \$15,569.30 per year to be prorated on a quarterly basis of \$3,892.33 per quarter for the contract year 2021 and the sum of \$16,347.77 per annum to be prorated on a quarterly basis of \$4,086.94 per quarter for the contract year 2022; and

WHEREAS, this Resolution further authorizes that twenty-five (25%) of the per year amount for each contract year of the Inter-Local Agreement be dedicated to and placed in the dog license account 04-2010-00-6690-304 to cover the cost of personnel and other expenses authorized under the Inter-Local Agreement; and

WHEREAS, the Township’s Health Officer has reviewed both the Interim Agreement and the new Inter-Local Agreement and recommends execution of the terms contained therein; and

WHEREAS, pursuant to the Interim Agreement and the new Inter-Local Agreement with Roseland, Roseland has agreed to indemnify the Township for any services provided for the Borough, as stated in Schedule A attached to the Inter-Local Agreement;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute and counter-sign: (i) the Interim Agreement, annexed hereto as Exhibit “**A;**” and (ii) the new Inter-local Agreement with the Borough of Roseland, annexed hereto as Exhibit “**B;**” and be it further

RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor’s signature on both the Interim Agreement and the new Inter-Local Agreement with the Borough of Roseland.

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

Council President

Adopted: January 5, 2021

RESOLUTION

WHEREAS, the Borough of North Caldwell (the “Borough”) and the Township of West Orange (the “Township”) wish to enter an Inter-Local Agreement whereby the Township will provide animal facility sheltering services to the Borough for 2021 (the “Agreement”), a copy of the Agreement is annexed hereto as Exhibit “A;” and

WHEREAS, under the Agreement, the Borough will pay the Township the sum of \$3,862.74 per annum to be prorated on a semi-annual basis of \$1,931.37 per period for the contract year 2021; and

WHEREAS, this Resolution authorizes that twenty-five (25%) of the per annum amount for the contract year be dedicated to and placed in the dog license account 04-2010-00-6690-304 to cover the costs and other expenses authorized under the agreement; and

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

WHEREAS, pursuant to the terms of the Agreement, the Borough shall indemnify the Township for any services provided for the Borough.

NOW, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor shall be and is hereby authorized to execute the Agreement with the Borough of North Caldwell, annexed hereto as Exhibit “A,” for year 2021 ending December 31, 2021; and it is further

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

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

Council President

Adopted: January 5, 2021

R E S O L U T I O N

**ESSEX COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
YEAR 2021**

WHEREAS, certain Federal funding will potentially be available for Essex County under Title I of the Housing and Community Development Act of 1974 as amended and supplemented, which Act is commonly known and referred to as the Community Development Block Grant; and

WHEREAS, the Township of West Orange has a need and desire for assistance under the Act and Program as aforesaid in order to improve essential services to the residents of areas which qualify for assistance under the Act and Program as aforementioned.

NOW, THEREFORE, BE IT RESOLVED the Township Council of the Township of West Orange, authorizes, on behalf of the Township of West Orange, the submission of applications for funding of the attached list, known as the 2021 Community Development Block Grant Program list, in the priority order as shown.

BE IT FURTHER RESOLVED, that the Mayor of the Township of West Orange is authorized to sign all applications and execute any agreements with the County of Essex and the Municipal Clerk to attest his signature for projects to be funded under this program.

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

, Council President

Adopted: January 5, 2021

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO REFUND PAYMENT
TO THE LISTED TAXPAYER DUE TO AN OVERPAYMENT OF
TAXES DUE TO A DUPLICATE PAYMENT

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment for the fourth quarter 2020 taxes;

WHEREAS, the Tax Collector of the Township of West Orange has indicated that such Taxpayers or their mortgage company are entitled to refunds to the extent of such overpayments;

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 2020 taxes.

Block	Lot	Name & Address	Amount
55.06	3	Foundation Title, LLC 3 Becker Farm Rd, STE# 305 Roseland, NJ 07068	\$4,175.28
173.01	14.01	Kenworth Title, LLC 5A Franklin Place Morristown, NJ 07960	\$3,305.84
178.10	16	Key Settlements, Inc. 3599 Route 46 Parsippany, NJ 07054	\$3,991.40
TOTAL:			\$11,472.52

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

Council President

Adopted: January 5, 2021

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

John Gross, Chief Financial Officer

RESOLUTION

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

WHEREAS, 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 “Selecto-Flash Properties”); and

WHEREAS, on October 26, 2016, the Township of West Orange (the “Township”) adopted Resolution 228-16 designating certain properties on Central Avenue (the “Redevelopment Area”) as an area in need of redevelopment, including the Selecto-Flash Properties; and

WHEREAS, on January 3, 2017, the Township passed Ordinance 2499-16 which adopted a Redevelopment Plan for the Redevelopment Area (the “Redevelopment Plan”), including the Selecto-Flash Properties; and

WHEREAS, the Township’s designated Licensed Site Remediation Professional (the “LSRP”) applied for supplemental grant funds from Hazardous Discharge Site Remediation Fund, Public Entity Grant Program (the “HDSRF Program”) through the New Jersey Department of Environmental Protection (the “DEP”) and the New Jersey Economic Development Authority (the “EDA”) for the purpose of funding remedial action performed on the Selecto-Flash Properties; and

WHEREAS, the Township received a notice of award of \$41,934 from the HDSRF Program to fund the remedial action performed on the Selecto-Flash Properties; and

WHEREAS, the Township must execute a Grant Agreement, annexed hereto as Exhibit “A” to finalize the award of the grant from the HDSRF Program.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township accepts the grant award of \$41,934 from the HDSRF Program to fund the Preliminary Assessment and Site Investigation along with report preparation for the Selecto-Flash Properties; and be it further

RESOLVED, that Mayor Robert D. Parisi is hereby authorized to execute the Grant Agreement and any and all grant documents as an authorize representative thereunder, as the representative for the Township; 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 comprehensive plan in the form of the Redevelopment Plan exists specifically for the redevelopment of the Redevelopment Area, including the Selecto-Flash Properties, within a three-year period from the completion of the remediation of the Selecto-Flash Properties; and be it further

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

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

Council President

Adopted: January 5, 2021

Exhibit “A”

HAZARDOUS DISCHARGE SITE REMEDIATION
PUBLIC ENTITY GRANT AGREEMENT

CHECKLIST FOR COMPLETING AND SUBMITTING CLOSING DOCUMENTS

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

CLOSING INSTRUCTIONS AND REQUIREMENTS
HDSRF PUBLIC ENTITY GRANT AGREEMENT

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

General Closing Procedures

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

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

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

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

DESCRIPTION OF CLOSING DOCUMENTS AND INSTRUCTIONS FOR COMPLETING SAME

[] The Grant Agreement

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

[] SCHEDULE A: Project Description

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

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

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

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

[] SCHEDULE C: Certification of Awarded Contracts

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

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

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

[] SCHEDULE D: Resolution

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

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

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

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

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

[] Proof of Site Control

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

[] Tax Clearance Certificate

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

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

**NEW JERSEY ECONOMIC
DEVELOPMENT AUTHORITY**

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

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

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

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

BACKGROUND STATEMENT

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

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

The Authority approved the award of a grant to Grantee in the amount of up to \$41,934.00 (the "Grant") for the Remedial Action, along with report preparation, of the Selecto Flash Inc. site (the "Project").

1. THE GRANT

1.1. The Grant

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

1.2. Term of Agreement

This Agreement and the respective obligations of the parties hereto shall be in full force and effect from the date hereof until the completion of the Project and all unused funds, if any, have been returned to the Authority in accordance with Section 4.1 & Schedule B, unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding the foregoing, the representations and covenants of Grantee in Sections 4.2 (Indemnification), 4.4 (Subrogation of Rights) and 5.2(c) (Agreement to Pay Attorneys' Fees and Expenses) of this Agreement shall survive expiration of the term or early termination of this Agreement.

2. GRANTEE REPRESENTATIONS

2.1. Organization of Grantee

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

2.2. Authorization of Documents

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

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

2.3. Site Control, Eligibility

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

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

- C. It has adopted by ordinance or resolution a comprehensive plan specifically for the development or redevelopment of contaminated or potentially contaminated real property in its municipality or can demonstrate to the Authority that a realistic opportunity exists that the Project Site will be developed or redeveloped within a three-year period from the completion of the remediation. Evidence of the foregoing is set forth in Schedule D (in the event a resolution was adopted).

2.4. Pending Litigation

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

2.5. No Defaults

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

2.6. Important Inducement

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

2.7. Use of Grant Monies

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

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

2.8. Compliance with Act and Regulations

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

2.9. Verification of Project Description

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

2.10. Licenses and Consents

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

2.11. Full Disclosure

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

incomplete. If at any time prior to the expiration or earlier termination of this Agreement, the Grantee becomes aware of any facts, occurrences, information, statements, or events that render any of the foregoing representations or covenants herein made untrue or materially misleading or incomplete, the Grantee shall immediately notify the Authority in writing of such facts, occurrences, information, statements or events.

2.12. Authorized Representative

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

3. DISBURSEMENT OF THE GRANT

3.1. Conditions Precedent to Disbursements

- A. Disbursement of Grant funds shall be subject to satisfaction of the following conditions precedent:
 - (1) approval by the Department of the work activities covered by such contracts, the cost of such work activities, and the amount of the Grant monies to be disbursed;
 - (2) approval by the Department of all previously performed work with respect to which Grant monies have already been disbursed to Grantee; and
 - 3) any applicable requirements under the Act or Regulations promulgated thereunder.
- B. Notwithstanding the foregoing: (1) no disbursement shall be made at any time that an Event of Default, as defined under Section 5.1, has occurred and is continuing under this Agreement; (2) Grantee's right to disbursement of Grant monies pursuant to this Section 3.1 shall be subject to any approvals required by the Department of the contract or contracts for which the requisition of Grant monies has been submitted; and (3) if the contract or contracts described in Schedule C includes work or activities outside the scope of the Project, then the Grant monies disbursed shall only be in the amount of the contract(s), or a portion thereof, representing the activities falling within approved scope of Project, as determined by the Department in its discretion.

3.2. Delivery of Documents

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

3.3. Disbursement of Grant Monies

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

4. COVENANTS OF THE GRANTEE

4.1. Project Completion; Repayment of Unexpended Proceeds

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

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

4.2. Indemnification

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

4.3. Diligent Prosecution

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

4.4. Subrogation of Rights

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

4.5. Compliance; Inspection

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

4.6. No Assignment

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

5. DEFAULT

5.1. Event of Default

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

- A. Except as otherwise provided herein, failure of the Grantee to comply with any terms, covenants, promises or conditions set forth in this Agreement within thirty (30) days after notice of such failure shall be given to the Grantee by the Authority. If the failure of a condition is of such a nature that it cannot be corrected within thirty days of receiving notice, it shall not constitute an Event of Default if: (1) corrective action capable of remedying such failure in the sole opinion of the Authority is instituted by the Grantee within said thirty (30) day period and diligently pursued until the failure is corrected in the sole opinion of the Authority; and (2) the Grantee shall have certified to the Authority prior to the end of said thirty (30) day period and the Authority in its sole discretion agrees that said failure is such that it can be corrected, but not within said thirty (30) day period.
- B. Any representation or warranty made by the Grantee herein, or in any report, certificate, or financial statement furnished in connection with this Agreement, or any of the Schedules attached hereto, shall prove to have been false, incorrect, or misleading in any material respect on the date as of which made.
- C. The occurrence of an Event of Default under any other agreement entered into by the Authority and the Grantee or any other agreement entered into by the Department and the Grantee with respect to this Grant.
- D. The Grantee is in violation of an administrative or judicial order, judgment, or consent agreement regarding violation or threatened violation of an environmental law regarding the Project Site, unless the violation, fee, penalty or assessment is currently being contested by the Grantee in a manner prescribed by law or unless the violation resulted from a lack of sufficient money to perform the required remediation activities.
- E. The Grantee violates the provisions of a duly recorded Deed Restriction in the case of a grant for remedial action for a project involving the redevelopment of contaminated property for recreation or conservation purposes.
- F. The Grantee fails to expend funds approved to perform preliminary assessments and/or site investigations within two (2) years after the date of the award; and/or the Grantee fails to expend funds approved for remedial investigation within five (5) years after the date of the award, no further moneys will be disbursed and the award cancelled.

5.2. **Remedies**

- A. Available Remedies
Upon the occurrence of an Event of Default, the Authority may exercise one or more of the following remedies:
 - (i) terminate the Grant Agreement;
 - (ii) require the return of all unspent proceeds of the Grant and the repayment of all proceeds of the Grant spent by the Grantee, such repayment to be made within 10 days after receiving notice of the default from the Authority;
 - (iii) avail itself of all other legal or equitable remedies provided in law or equity. This includes, without limitation, the right to obtain injunctive relief or specific performance. If injunctive relief is sought, Grantee waives the requirement of posting bond.

B. No Remedy Exclusive

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

C. Agreement to Pay Attorneys' Fees and Expenses

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

D. No Additional Waiver Implied by One Waiver

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

6. MISCELLANEOUS

6.1. Limitation of Liability of Authority

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

6.2. Notices

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

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

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

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

6.3. Severability

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

6.4. Applicable Law

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

6.5. Binding Effect

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

6.6. Amendments

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

6.7. No Warranty of Condition or Suitability by Authority

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

6.8. Further Assurances

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

6.9. Headings

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

6.10. Sole Agreement

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

6.11 Counterparts

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

6.12. Contractual Liability Act

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

6.13 Executed Contract.

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

6.14 No Assignment

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

6.15 Cross Default

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

6.16 Electronic Signature

Electronic signature on this Agreement shall be deemed to be valid execution and delivery as though an original ink. The parties explicitly consent to the electronic delivery of the terms of the transaction evidenced by this Agreement and affirm that their electronic signatures indicate a present intent to be bound by the electronic signatures and the terms of the Agreement. The electronic signature can be done either by ADOBE Acrobat or any other similar signature software that can be used for electronic signatures or by printing, manually signing, and scanning.

[SIGNATURE PAGE FOLLOWS]

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

NEW JERSEY ECONOMIC
DEVELOPMENT AUTHORITY

WITNESS:

By: _____

By: _____

Arlene M. Clark
Director
Closing Services

Date: _____

[SEAL]

TOWNSHIP OF WEST ORANGE

ATTEST:

By: _____

By: _____

Robert D. Parisi
Mayor

Date: _____

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

List of Attached Schedules

Schedule A-Project Description

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

Schedule C-Certification of Awarded Contracts

Schedule D-Resolution (sample)

Schedule E-Public Entity Project Status Summary

SCHEDULE A

PROJECT DESCRIPTION

HAZARDOUS DISCHARGE SITE REMEDIATION FUND – PUBLIC ENTITY GRANT PROGRAM

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

NJEDA APPLICATION NUMBER: P45524

Related Application Number: P45275

NAME OF GRANTEE (RECIPIENT): Township of West Orange

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

Contact: John K. Sayers

Title: Business Administrator

66 Main Street

West Orange, NJ 07052

Phone Number: 973-325-4160

Email: JSayers@westorange.org

CONSULTANT FIRM NAME:

Matrix New World Engineering

Craig McCarrick, LSRP

26 Columbia Turnpike, 2nd Floor

Florham Park, NJ 07932

Phone Number: 973-240-1800

Email: cmccarrick@matrixnewworld.com

PROJECT SITE NAME:

Selecto Flash Inc.

18 Central Avenue

West Orange

County: Essex

Block: 9; Lot: 36

ESTIMATED DEP PROJECT COSTS:

Remedial Action

Up to \$41,934.00

TOTAL COSTS

Up to \$41,934.00

TOTAL GRANT AWARD: Up to \$41,934.00

AUTHORIZED USE OF GRANT PROCEEDS:

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

AUTHORIZED PROJECT DESCRIPTION/SCOPE: Remedial Action

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

P45524

Township of West Orange (Selecto Flash Inc.)

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

SCHEDULE B

PROJECT COMPLETION CERTIFICATE

The undersigned hereby certifies as follows:

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

(Signature): _____

Name (Print): _____

Date: _____

Title: _____

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

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

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

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

DATE PROJECT COMPLETED: _____

The following actual approved project costs have been paid:

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

(A) Total Project Costs Paid: \$ _____**(B) Project Grant Amount (from Schedule A)** \$ _____**Amount to be Remitted to NJEDA (B) – (A)** \$ _____

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

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

ABA #121 000 248

ACCT # 2100009100456

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

Re: _____ Fee
(type of fee)

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

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

P45524
Township of West Orange (Selecto Flash Inc.)

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

**SCHEDULE C
CERTIFICATION OF AWARDED CONTRACTS**

The undersigned hereby certifies as follows:

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

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

Authorized Representative

(Signature): _____

Name(Print): _____

Dated: _____

Title: _____

SCHEDULE D

SAMPLE RESOLUTION

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

WHEREAS, Township of West Orange has applied for and has been awarded a grant in the amount of up to \$41,934.00 from the Hazardous Discharge Site Remediation Fund Municipal Grant Program through the New Jersey Department of Environmental Protection and the New Jersey Economic Development Authority for Remedial Action of the Selecto Flash Inc. property;

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

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

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

[SEAL]

Date Adopted by (Council/Committee): _____

Attest:

Clerk

(Council President/Mayor)

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

Public Entity: _____ Latest Project #: _____

Site Name: _____ Site Location: _____

Size of Site: _____ Current Zoning of Site: _____

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

Contact: _____ County: _____

Address: _____

Phone: _____ Fax: _____

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

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

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

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

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

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

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

How was the site used previous to contamination? _____

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

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

_____.

TOWNSHIP OF WEST ORANGE

By: _____

Title: _____

Date: _____

New Jersey Economic Development Authority

Underwriting

Attn: Kathy Junghans, Finance Officer

kjunghans@njeda.com

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

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC,
SUBSECTION 7-19, THROUGH STREETS AND SUBSECTION 7-21.2, MULTI-WAY
STOPS NEAR SCHOOLS, PLAYGROUNDS AND
YOUTH RECREATIONAL FACILITIES OF THE REVISED GENERAL ORDINANCES
OF THE TOWNSHIP OF WEST ORANGE**

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, that the intersection of Forest Avenue and Ellis Street be designated as a Multi-Way Stop pursuant to N.J.S.A. 39:4-8(d) under the Municipal Engineer's Certification and License Number GE026706 and that the limits of Forest Avenue being designated a Through Street be amended to reflect the Multi-Way Stop as follows:

Section 1. The Township Council of The Township of West Orange finds it in the interest of public safety to designate the intersection of Forest Avenue and Ellis Street as a Multi-Way Stop pursuant to N.J.S.A. 39:4-8(d).

Section 2. The Municipal Engineer of the Township of West Orange has submitted and certified all the legislative requirements pursuant to N.J.S.A. 39:4-8(d) and specifically that both Forest Avenue and Ellis Street are under municipal jurisdiction; that their intersection is within 500 feet of a school, or of a playground or youth recreational facility; and that the intersection is on a street contiguous to a school, or playground or youth recreational facility.

Section 3. Subsection 7-21.2, Multi-Way Stops Near Schools, Playgrounds or Youth Recreational Facilities, of the Revised General Ordinances of the Township of West Orange is hereby amended and supplemented as follows pursuant to the provisions of N.J.S.A. 39:4-8(d) (*italic type denotes deletion, bold type denotes addition*):

Intersection

Stop Signs On

Forest Avenue and Ellis Street

All intersecting streets

Section 4. Subsection 7-19, Through Streets, of the Revised General Ordinances of the Township of West Orange is hereby amended and supplemented as follows (*italic type denotes deletion, bold*

type denotes addition):

Name of Street

Limits

Forest Avenue

Eagle Rock Avenue and Woodland Avenue

Forest Avenue

**a. Eagle Rock Avenue and Ellis Street
b. Ellis Street and Woodland Avenue**

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

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

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

Section 8. This Ordinance shall take effect upon final passage and publication in accordance with law.

Robert D. Parisi, Mayor

Council President

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

**Introduced: January 5, 2021
Adopted : January 26, 2021**

LEGISLATIVE HISTORY

This Ordinance, which amends the Traffic Regulations of the Township, designates the intersection of Forest Avenue and Ellis Street as a Multi-Way Stop with stop signs on all intersecting streets. This designation is made pursuant to N.J.S.A. 39:4-8(d) which allows municipalities to designate any intersection as a stop intersection, including multi-way stops, provided both streets are under municipal jurisdiction; that the intersection is located within 500 feet of a school, or of a playground or youth recreational facility; and that the intersection is on a street that is contiguous to a school, or playground or youth recreational facility. The Municipal Engineer certified that the intersection of Forest Avenue and Ellis Street meets all three criteria.