

1. Conference Meeting Agenda

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2. Public Meeting Agenda Recessed On January 5, 2021

Documents:

[PM 12.15.20 RECESSED - CONTINUED 1.26.01.PDF](#)

3. Public Meeting Agenda

Documents:

[PM 1.26.21.PDF](#)

4. Reading Of Petitions And Communications And Bids

4.I. PB Resolution No. 21-01

Documents:

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1.20.21.PDF](#)

5. Resolution(S)

5.I. 10-21

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HDSRF GRANT FUNDS FOR PRELIMINARY ASSESSMENT AND SITE
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[10-21 EXHIBIT - AUTHORIZING EXECUTION OF GRANT AGREEMENT FOR
THE HDSRF GRANT FUNDS FOR PRELIMINARY ASSESSMENT AND SITE
INVESTIGATION.PDF](#)

5.II. 11-21

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[11-21 RESOLUTION CONDEMNING THE ANTI.PDF](#)

5.III. 12-21

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[12-21 AUTHORIZING SUBORDINATION OF MORTGAGE RE 12 EAGLE
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[12-21 EXHIBIT A - 12 EAGLE TERRACE.PDF](#)

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[13-21 AUTHORIZING SUBORDINATION OF MORTGAGE RE 181 HIGH STREET.PDF](#)
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[14-21 AWARDING THE CONTRACT FOR ADMINISTRATIVE AGENT SERVICES FOR AFFORDABLE HOUSING - 2020.PDF](#)

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5.VIII. 17-21

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[21-21 AUTHORIZING INTERLOCAL SERVICES AGREEMENT WITH THE TOWN OF DOVER RE FINANCIAL SERVICES 1.26.21.PDF](#)
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[24-21 RESOLUTION FOR COMPETITIVE CONTRACTING OF FLEET MAINTENANCE AND REPAIR 2021 \(1.26.21\).PDF](#)

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[26-21 RESOLUTION TO EXTEND JANITORIAL SERVICES CONTRACT 2021.PDF](#)

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[27-21 APPOINTING PAULA REYNOLDS - TEMP QPA 1.26.21.PDF](#)

6. Ordinance(S) On Second And Final Reading

6.I. 2626-21

Documents:

2626-21 MULTI-WAY STOP INTERSECTION FOREST AVE AND ELLIS
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7. Ordinance(S) On First Reading

7.I. 2627-21

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2627-21 ORDINANCE AUTHORIZING SALE OF PROPERTY AT BLOCK
175.13 LOT 3.PDF
2627-21 LETTER TO RODELIO PECSON JINNA R. PAAYAS AND YAFFA
LIEBMAN AS TO RIGHT TO PRIOR REFUSAL - BLOCK 175.13 LOT 3.PDF
2627-21 DEED RESTRICTION - BLOCK 175.13 LOT 3.PDF
2627-21 AGREEMENT OF SALE - BLOCK 175.13 LOT 3.PDF

7.II. 2628-21

Documents:

2628-21 ORDINANCE AUTHORIZING SALE OF PROPERTY AT BLOCK
175.13 LOT 4.PDF
2628-21 LETTER TO BRIAN MARLENA LAWRENCE AND STEVEN CHANNA
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2628-21 DEED RESTRICTION - BLOCK 175.13 LOT 4.PDF
2628-21 AGREEMENT OF SALE - BLOCK 175.13 LOT 4.PDF

7.III. 2629-21

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2629-21 ASHLAND AVENUE ONE WAY ORDINANCE CHANGES
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Documents:

2630-21 HC SPACES 571 VALLEY RD 8 CROSS ST 1.26.21.PDF

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2631-21 ORDINANCE REVISING THE PROVISION GOVERNING THE
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7.VI. 2632-21

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2632-21 ORDINANCE ADOPTING EXECUTIVE DRIVE ROONEY CIRCLE
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Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, January 26, 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 16, 2020**, and published in the West Orange Chronicle on **November 25, 2020**.

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

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6:30 P.M

- **Presentation - Library Project – Dave Cubie, Library Director and Marge Mingin, Library Board President**
- **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.

Continuation of December 15, 2020 - Meeting (January 26, 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 October 31, 2019, and published in the West Orange Chronicle on November 7, 2019.

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. Pledge of Allegiance

2. *Resolutions

- a. **261-20 Resolution Authorizing 2020 Budget and Grant Cancellations (Gross) resolution to follow**
- b. **262-20 Resolution Authorizing Transfers Between 2020 Budget Appropriations (Gross) resolution to follow**

11. Recessed until February 9, 2021

**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.

PUBLIC MEETING AGENDA

Township of West Orange

66 Main Street – 7:00 p.m.

January 26, 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 Matute-Brown, Councilwoman McCartney, Councilman Rutherford, Councilwoman Williams, Mayor Parisi

1. Public Comment

2. *Consent Agenda

3. *Approval of Minutes of Previous Meeting – Public Meeting January 5, 2021

4. *Report of Township Officers - None

6. *Reading of Petitions and Communications and Bids

- a. **Planning Board Resolution 21-01**-Recommending that the Township Council Adopt the “Executive Drive-Rooney Circle” Non-Condensation Redevelopment Plan for Block 155, Lot 40.02, Block 155; Lot 42.02; and Block 155, Lot 41.02

5. *Bills-None

6. *Resolutions

- b. **10-21** Resolution Accepting a Grant from the Hazardous Discharge Site Remediation Fund Public Entity Program Through the State of New Jersey Economic Development Authority and the New Jersey Department of Environmental Protection (Lepore)
- c. **11-21** Resolution Condemning the Anti-Democratic Insurrection at the Capitol Building in Washington D.C. (Council)
- d. **12-21** Resolution Authorizing a Subordination of Mortgage for Property at 12 Eagle Terrace, West Orange, Block 148, Lot 13 (Legal-Trenk)
- e. **13-21** Resolution Authorizing a Subordination of Mortgage for Property at 181 High Street, West Orange, Block 122, Lot 13 (Legal-Trenk)
- f. **14-21** Resolution Authorizing the Award of a Contract to Community Grants, Planning & Housing for Administrative Agent Services for the Township's Affordable Housing Program for a Term of One-Year with an Option to Extend the Contract for an Additional One Year at an Annual Cost NTE \$15,250. (Legal-Moon)

- g. **15-21** Resolution Authorizing the Funding of Any Potential Shortfalls for the Township's Affordable Housing Program as Part of the Township's Settlement Terms in its Affordable Housing Declaratory Judgment Action (Legal-Moon)
- h. **16-21** Resolution Authorizing the Appointment of the Township's Chief Financial Officer John Gross as the Township's Municipal Housing Liaison (Legal-Moon)
- i. **17-21** Resolution Endorsing the Housing Element and Fair Share Plan Adopted by the West Orange Planning Board and Authorizing Publication of Notice (Legal-Moon)
- j. **18-21** Resolution Designating the Official Newspapers for the Township of West Orange (Clerk)
- k. **19-21** Resolution Regarding Deferral of Assessment of 6% Penalty for Unpaid Real Estate Taxes for 2020 (Legal-Trenk)
- l. **20-21** Resolution Authorizing the Township to Submit Applications for the 2021 Community Development Block Grant Program with a Priority List Revised January 20, 2021 (Lepore)
- m. **21-21** Resolution Authorizing Interlocal Services Agreement with the Town of Dover Regarding Financial Services (Legal-Trenk)
- n. **22-21** Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court of New Jersey (Gagliardo)
- o. **23-21** Resolution Awarding a Contract to Ferno Washington, Inc. through the Use of the NPPGOV National Cooperative Pursuant to N.J.S.A. 52:34-6.2 (Desantis)
- p. **24-21** Resolution Authorizing the Competitive Contracting Process for Vehicle Maintenance and Repair Services (Desantis)
- q. **25-21** Resolution Authorizing the Purchase of Radio System Equipment Through a NJ State Contract with Eastern Communications, LTD (Desantis)
- r. **26-21** Resolution Authorizing an Extension to the Existing Contract for Janitorial Services for Year 2021 (Desantis)
- s. **27-21** Resolution Appointing Panayiota Reynolds as Temporary Qualified Purchasing Agent from February 1, 2021 to January 31, 2022 (Gross)

7. Ordinances on Second and Final Reading

- t. **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)

8. Ordinances on First Reading

- a. **2627-21** An Ordinance Authorizing the Offer by Private Sale of the Property at Block 175.13, Lot 3, on the Township of West Orange Tax Map to the Adjacent Property Owners Pursuant to the Local Lands Use and Building Law (Legal-Moon/Lepore)
- b. **2628-21** An Ordinance Authorizing the Offer by Private Sale of the Property at Block 175.13, Lot 4, on the Township of West Orange Tax Map to the Adjacent Property Owners Pursuant to the Local Lands Use and Building Law (Legal-Moon/Lepore)
- c. **2629-21** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-18.1, One Way Streets Designated, Subsection 7-73.3, Temporary Parking Prohibited for Snow Plowing and Removal, Subsection 7-11,

Parking Time Limited on Certain Streets During Certain Hours, Subsection 7-12, Parking Prohibited for Street Cleaning and Maintenance, Subsection 7-13, Parking Prohibited at All Times on Certain Streets, Subsection 7-14.1c, Night Parking Restricted, Subsection 7-14.7, Alternate Side Parking and Subsection 7-25, Loading Zones, of the Revised General Ordinances of the Township of West Orange (Lepore)

- d. **2630-21** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-32.2, Restricted Parking Zones, of the Revised General Ordinances of the Township of West Orange – 571 Valley Road and 8 Cross Street (Lepore)
- e. **2631-21** An Ordinance Amending and Supplementing Chapter 2, Section 51 of the General Ordinances of the Township of West Orange, Entitled “Human Relations Commission” (Legal-Moon)
- f. **2632-21** An Ordinance of the Township of West Orange, in the County of Essex, State of New Jersey, Adopting a Redevelopment Plan Relating to the Executive Drive-Rooney Circle Redevelopment Area (Legal-Cofoni)
- g. **2633-21** An Ordinance Amending Chapter 15, “Rent Control”, Section 15-3, “Rent Leveling Board”; Subsection 15-3.1, “Rent Leveling Board; Creation; Organization”, of the Revised General Ordinances of the Township of West Orange, to Add a Council Liaison to the Rent Leveling Board’s Membership (Legal-Kayser)
- h. **2634-21** An Ordinance Amending Chapter 2, “Administration”, Section 2-47, “Environmental Commission”, Subsection 2-47.2m “Membership”, of the Revised General Ordinances of the Township of West Orange, to Add a Council Liaison to the Commission’s Membership (Legal-Kayser)
- i. **2635-21** An Ordinance Amending and Supplementing Chapter 20, Streets and Sidewalks, and Subsections 20-1, et. Seq., of the Revised General Ordinances of the Township of West Orange (Lepore)
- u. **2636-21** An Ordinance Creating a Reclassification and Salary Schedule of Certain Township of West Orange Employees Setting Forth Their Titles, Classification and Salary Ranges and Adopting A Salary Guide and Establishing the Employee’s Status as a Township Employee and Under the Guidelines of the New Jersey Department of Personnel (Gross)

9. Pending Matters/New Matters/Council Discussion

Council Appointment by Consensus:

- Rent Leveling Board
- Zoning Board Alternate Member(s)
 - Bart Quentzel – Alternate No. 1
 - Dr. Michael Straker – Alternate No. 4

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.

Next Meeting Date: February 9, 2021

RESOLUTION NO. 21-01

**MEMORIALIZING RESOLUTION OF THE PLANNING BOARD OF THE TOWNSHIP
OF WEST ORANGE, IN THE COUNTY OF ESSEX**

**RECOMMENDING THAT THE TOWNSHIP COUNCIL ADOPT THE “EXECUTIVE
DRIVE-ROONEY CIRCLE”
NON-CONDEMNATION REDEVELOPMENT PLAN FOR BLOCK 155, LOT 40.02;
BLOCK 155, LOT 42.02; AND BLOCK 155, LOT 41.02**

PUBLIC HEARING(S): January 20, 2021

MEMORIALIZED: January 20, 2021

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

WHEREAS, by Resolution #178-20 adopted on September 22, 2020, the Township Council (the “Township Council”) of the Township of West Orange (the “Township”) authorized and directed the Township’s Planning Board (the “Planning Board”) to conduct a preliminary investigation of the properties identified as 100 Executive Drive, 200 Executive Drive and 10 Rooney Circle and designated as Block 155, Lots 40.02, 42.02 and 41.02 on the Tax Maps of the Township (the “Study Area”) to determine whether the Study Area meets the criteria set forth in the Redevelopment Law for redevelopment area designation, specifically N.J.S.A. 40A:12A-5, and should be designated as an area in need of redevelopment; and

WHEREAS, the Planning Board and the Township Council caused Susan Gruel, P.P., of the firm Heyer, Gruel and Associates (the “Planning Consultant”) to conduct a preliminary investigation to determine whether the Study Area should be designated an area in need of redevelopment; and

WHEREAS, the Planning Consultant conducted such an investigation and prepared a report, dated October 29, 2020, and entitled “Executive Drive Redevelopment Study, Township of West Orange, Essex County, New Jersey”, memorializing its findings and recommendations; and

WHEREAS, the Planning Board conducted public hearings on November 18 and 19 2020, in which the Planning Board provided an opportunity to hear all persons who were interested in or would be affected by the determination that the Study Area is a non-condemnation redevelopment area;

WHEREAS, after the public hearings, the Planning Board concluded that the Study Area meets the criteria set forth in N.J.S.A. 40A:12A-5b and 5d for designation as an area in need of redevelopment and recommended that the Township Council make such designation; and

WHEREAS, on December 2, 2020, the Planning Board adopted a resolution (WOPB Res. 20-09) memorializing its findings and recommendations; and

WHEREAS, by Resolution #1249-20 adopted on December 15, 2020, the Township Council designated the Study Area as a non-condemnation area in need of redevelopment (hereinafter, the “Redevelopment Area”) under the Redevelopment Law; and

WHEREAS, in Resolution #1249-20, the Township Council also directed the Planning Board to prepare a redevelopment Plan; and

WHEREAS, by Resolution #254-20 adopted on December 15, 2020, the Township Council retained Heyer, Gruel and Associates (“Heyer, Gruel”) to work with the Planning Board to prepare a Redevelopment Plan for the Redevelopment Area; and

WHEREAS, Heyer, Gruel prepared a redevelopment plan, entitled “Executive Drive-Rooney Circle Redevelopment Plan” (the “Redevelopment Plan”) and dated January 18, 2021, for the Redevelopment Area; and

WHEREAS, Susan S. Gruel, P.P., of Heyer, Gruel presented the Redevelopment Plan to the Planning Board at a special virtual meeting of the Board on January 20, 2021, at which all members of the public who wished to be heard were provided an opportunity to be heard; and

WHEREAS, the Planning Board reviewed the Redevelopment Plan and considered the testimony of the Planning Consultant and members of the public who provided comments;

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

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Planning Board hereby (a) finds that the Redevelopment Plan contains the elements required by the Redevelopment Law, sets forth goals and objectives for the Redevelopment Area, and provides uses and design standards to govern the redevelopment of the Redevelopment Area in a manner consistent with the Township’s goals and objectives. Specifically, the Plan contains an outline for the development of the Redevelopment Area sufficient to indicate:

- its relationship to definite local objectives as to appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements;

- proposed land uses and building requirements in the redevelopment area;

- adequate provision for the temporary and permanent relocation as necessary of residents in the project area including an estimate of the extent to which decent, safe

and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market;

-an identification of any property within the Redevelopment Area proposed to be acquired in accordance with the redevelopment plan;

-any significant relationship of the redevelopment plan to the Master Plans of contiguous municipalities; the Master Plan of the County in which the municipality is located and the State Development and Redevelopment Plan adopted pursuant to the “State Planning Act”;

-as of the date of the adoption of the resolution finding the area to be in need of redevelopment, an inventory of all housing units affordable to low and moderate income households, as defined pursuant to law, that are to be removed as a result of implementation of the redevelopment plan, whether as a result of subsidies or market conditions listed by affordability level, number of bedrooms, and tenure;

-a plan for the provision, through new construction or substantial rehabilitation of one comparable, affordable replacement housing unit for each affordable housing unit that has been occupied at any time within the last 18 months, that is subject to affordability controls and that is identified as to be removed as a result of implementation of the redevelopment plan; and

-proposed locations for public electric vehicle charging infrastructure within the project area in a manner that appropriately connects with an essential public charging network.

3. The Planning Board (b) finds that the provisions contained in the Redevelopment Plan are consistent with the Township’s Master Plan Reexamination Report and Update (2019) and any applicable subsequent Plan Element Amendments. Specifically, the following 2019 Master Plan Objectives are advanced by the Redevelopment Plan:

-guide appropriate long-range development of lands within the Township through a continual planning process;

-encourage coordination of public development with land use policies;

-provide sufficient space for balanced growth and development;

-encourage economic development, redevelopment and rehabilitation in Downtown and other commercial areas that is compatible with the character of the Township;

-provide for the housing needs of senior citizens and low-and moderate-income households; and

-coordinate public and private procedures and activities.

Moreover, the following Master Plan Elements and their accompanying objectives are furthered by the Redevelopment Plan: Land Use, Economic Development, Community Facilities, Sustainability and Circulation.

4. The Planning Board (c) recommends that the Township Council adopt the Redevelopment Plan as presented to the Planning Board on January 20, 2021.
5. This resolution shall take effect immediately. The Secretary of the Planning Board shall deliver a copy hereof and of the Redevelopment Plan to the Township Clerk, for the attention of the Township Council, immediately.

JANUARY 20, 2021 ROLL CALL VOTE ON ACTION BY THE BOARD

Board Member	Motion	Second	Aye	Nay	Abstain	Absent
Bagoff (Chair)	✓		✓			
Johnson						—
Smeraldo			✓			
Klein			✓			
McCartney		✓	✓			
Trenk			✓			
McNair			✓			
Guarino			✓			
Wilkes (Vice-Chair)			✓			

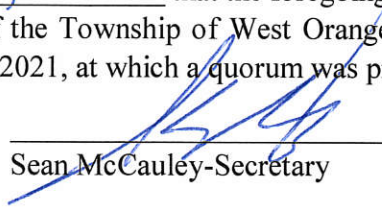
The undersigned, Secretary to the Planning Board of the Township of West Orange, hereby certifies that the above is a true copy of a Resolution memorialized by said Board on January 20, 2021, on the following vote:

JANUARY 20, 2021 ROLL CALL VOTE ON THE RESOLUTION

Board Member	Motion	Second	Aye	Nay	Abstain	Absent
Bagoff (Chair)	✓		✓			
Johnson						—
Smeraldo			✓			
Klein			✓			
McCartney			✓			
Trenk			✓			
McNair			✓			
Guarino		✓	✓			
Wilkes (Vice-Chair)			✓			

CERTIFICATION

I hereby CERTIFY on this day January 21, 2021 that the foregoing is a true copy of a Resolution adopted by the Planning Board of the Township of West Orange at a publicly noticed virtual special meeting held on January 20, 2021, at which a quorum was present.



Sean McCauley-Secretary

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, 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; and

WHEREAS, the property at 8-10 Central Avenue, Block 9, Lot 32 on the Township Tax Map (the “Biddleman Property”) was included in the Redevelopment Area; 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 Biddleman Property; and

WHEREAS, on October 2, 2018, the Township acquired title to the Biddleman Property

WHEREAS, pursuant to resolution 252-18 the Township’s designated Licensed Site Remediation Professional (the “LSRP”) applied for 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 the costs for performing the Preliminary Assessment and Site Investigation along with report preparation for the Biddleman Property; and

WHEREAS, the Township received a notice of award of \$63,956 from the HDSRF Program to fund the Preliminary Assessment and Site Investigation on the Biddleman Property; 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 \$63,956 from the HDSRF Program to fund the Preliminary Assessment and Site Investigation along with report preparation for the Biddleman Property; 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 Biddleman Property, within a three-year period from the completion of the remediation of the Biddleman Property; 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

Cindy Matute-Brown
Council President

Adopted: January 26, 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**

PROD-00188179
Township of West Orange
Project Site: Biddleman Inc.
Grant Award: Up to \$63,956

PROD-00188179
Township of West Orange
Project Site: Biddleman Inc.

HAZARDOUS DISCHARGE SITE REMEDIATION

PUBLIC ENTITY GRANT AGREEMENT

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

On January 31, 2020 (the "Resolution"), the Authority approved the award of a grant to Grantee in the amount of up to \$63,956 (the "Grant") for the Preliminary Assessment and Site Investigation along with report preparation of the Biddleman 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]

THE TOWNSHIP OF WEST ORANGE

ATTEST:

By: _____

By: _____

Name:
Title:

Date: _____

PROD-00188179
Township of West Orange
Project Site: Biddleman Inc.
Grant Award: Up to \$63,956

PROD-00188179
Township of West Orange
Project Site: Biddleman Inc.

List of Attached Schedules

Schedule A-Project Description

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

Schedule C-Certification of Awarded Contracts

Schedule D-Resolution (sample)

Schedule E-Public Entity Project Status Summary

SCHEDULE A

PROJECT DESCRIPTION

HAZARDOUS DISCHARGE SITE REMEDIATION FUND – PUBLIC ENTITY GRANT PROGRAM

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

NJEDA APPLICATION NUMBER: Prod-00188179

Related Application Number: N/A

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

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

Contact: John Sayer

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

Marie Raser, P.E., LSRP

Phone Number: 973-585-9075

Fax Number: 973-240-1818

Email: mraser@matrixnewworld.com

PROJECT SITE NAME:

Biddleman, Inc.

8-10 Central Avenue

West Orange, New Jersey 07052

County: Essex County

Block: 9 Lot: 32

ESTIMATED DEP PROJECT COSTS:

Preliminary Assessment:

Up to \$ 5,604

Site Investigation:

Up to \$ 58,325

TOTAL COSTS

Up to \$ 63,956

TOTAL GRANT AWARD: Up to \$63,956

AUTHORIZED USE OF GRANT PROCEEDS:

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

AUTHORIZED PROJECT DESCRIPTION/SCOPE: Preliminary Assessment and Site Investigation along with report preparation

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

Page 1 of 2

PROD-00188179
Township of West Orange
Project Site: Biddleman Inc.
Grant Award: Up to \$63,956

SCHEDULE B

PROJECT COMPLETION CERTIFICATE

The undersigned hereby certifies as follows:

1. I am an Authorized Representative of Grantee, the 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.

PROD-00188179
Township of West Orange
Project Site: Biddleman Inc.

PROD-00188179
Township of West Orange
Project Site: Biddleman Inc.
Grant Award: Up to \$63,956

**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, the Township of West Orange has applied for and has been awarded a grant in the amount of up to \$63,956 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 Preliminary Assessment and Site Investigation along with report preparation for the Biddleman, 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.

**Resolution Condemning the Anti-Democratic Insurrection at the
Capitol Building in Washington, D.C.**

WHEREAS, on January 6, 2021 domestic terrorists attempted an anti-democratic insurrection at the Capitol Building in Washington, D.C., incited by the President of the United States and certain Members of Congress thereby putting our nation's leaders in danger; and

WHEREAS, the Township Council of West Orange adamantly and unequivocally condemns the violent terroristic attacks intended to overthrow the will of the people of the United States and its free and fair elections and dismantle our democracy in the strongest possible way; and

WHEREAS, the Township Council of West Orange adamantly and unequivocally condemns the violent terroristic attacks upon the law enforcement officers of the Capitol and those who responded to their aid; and

WHEREAS, the Township Council of West Orange joins the urgent calls of our nation to protect our democracy and the citizens of the United States of America for the most severe and swift consequences for all who planned, enabled, or participated in these seditious acts; and

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of West Orange calls upon our United States Congresswoman Mikie Sherrill, Congressman Donald M. Payne, Jr., our United States Senator Robert Menendez, Senator Cory Booker, Senator Richard J. Codey, Assemblywoman Mila Jasey, Assemblyman John F. McKeon and Governor Phil Murphy to Call for governmental censure of President Trump for his role in inciting this insurrection;

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Township Council of West Orange calls upon our United States Congresswoman Mikie Sherrill, Congressman Donald M. Payne, Jr., our United States Senator Robert Menendez, Senator Cory Booker, Senator Richard J. Codey, Assemblywoman Mila Jasey, Assemblyman John F. McKeon and Governor Phil Murphy to demand the immediate removal of President Trump through the 25th Amendment or impeachment;

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Township Council of West Orange calls upon our United States Congresswoman Mikie Sherrill, Congressman Donald M. Payne, Jr., our United States Senator Robert Menendez, Senator Cory Booker, Senator Richard J. Codey, Assemblywoman Mila Jasey, Assemblyman John F. McKeon and Governor Phil Murphy to publicly condemn the white privilege afforded by law enforcement to the January 6 perpetrators, and call out the stark difference in how police

prepared for and treated the white supremacist insurrectionists versus peaceful protestors of color;

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Township Council of West Orange calls upon our United States Congresswoman Mikie Sherrill, Congressman Donald M. Payne, Jr., our United States Senator Robert Menendez, Senator Cory Booker, Senator Richard J. Codey, Assemblywoman Mila Jasey, Assemblyman John F. McKeon and Governor Phil Murphy to insist on a thorough joint-agency investigation into the failure to secure the Capitol Building, both in advance and in the midst of the insurrection, through appropriate coordination with federal and municipal law enforcement and the National Guard; And

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Township Council of West Orange calls upon our United States Congresswoman Mikie Sherrill, Congressman Donald M. Payne, Jr., our United States Senator Robert Menendez, Senator Cory Booker, Senator Richard J. Codey, Assemblywoman Mila Jasey, Assemblyman John F. McKeon and Governor Phil Murphy to demand the Department of Justice prosecute all those who incited or were complicit in the insurrection, including President Trump and Members of Congress, to the fullest extent of the law.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Township Council of West Orange calls upon Senator Richard J. Codey, Assemblywoman Mila Jasey, Assemblyman John F. McKeon and Governor Phil Murphy to take all steps necessary to protect the New Jersey State Capitol in Trenton in light of the continuing threats by these domestic terrorists.

BE IT FURTHER RESOLVED that the Municipal Clerk shall transmit a copy of this Resolution to Governor Murphy, Senators Booker and Menendez, Congresspersons Sherrill and Payne, State Senator Codey, Assembly members Jasey and McKeon.

Cindy Matute-Brown
Council President

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

Adopted: January 12, 2021
Memorialized: January 26, 2021

RESOLUTION

WHEREAS, the Township of West Orange Housing Rehabilitation Program has a mortgage against certain real property owned by Justina Thompson (the "Owner") residing at 12 Eagle Terrace, West Orange, known as Block 148, Lot 13 (the "Property"), in the amount of Fourteen Thousand Nine Hundred Seventy-Six Dollars (\$14,976.00), which was recorded in the Essex County Register's Office on February 28, 2011 in Book 10926, Page 452 (the "WOHRP Mortgage"); and

WHEREAS, there is a first mortgage on the Property held by Wells Fargo Bank, N.A. in the outstanding amount of Ninety-Four Thousand Nine Hundred Fifty-Five and Eighty-Six cents (\$94,955.86) at an interest rate of 4.375%; and

WHEREAS, the Owners desire to refinance their home to obtain a new mortgage loan from Wells Fargo Bank, N.A. in the amount of Ninety-Nine Thousand Nine Hundred Twenty Dollars (\$99,920.00), and with an interest rate of 2.875% (the "New Mortgage"); and

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

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

WHEREAS, the appraised value of the property is \$405,000; and

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

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

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

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

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

Cindy Matute-Brown
Council President

Adopted: January 26, 2021

Recording Requested By/Return To:

This Instrument Prepared by:

Wells Fargo Bank, N.A.
MAC N9410-046
2650 Wells Fargo Way
Minneapolis, MN 55467

[Space Above This Line for Recording Data]

SUBORDINATION AGREEMENT

Senior Lender: Wells Fargo Bank, N.A., its successors and assigns – 420 Montgomery St., San Francisco, CA 94104

“Subordinating Lender”: Township of West Orange

IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, Subordinating Lender being the holder of a certain mortgage deed (**“Existing Security Instrument”**) made by Justina Thomson, recorded on February 28, 2011 in Official Record as Instrument #5183242 Book 10926 Pge 452, in the amount of 14,976.00 in the Recorder’s Office of Essex, NJ, upon the following premises to wit:

SEE EXHIBIT “A” ATTACHED AND MADE A PART THEREOF

For itself, its successors and assigns, **“Subordinating Lender”**, does hereby waive the priority of the **“Existing Security Instrument”**, in favor of a **“Senior Lender”** mortgage on the Property (the **“New Security Instrument”**), in an amount not to exceed 99,920.00, to be recorded concurrently with this agreement. **“Existing Security Instrument”** shall be unconditionally subordinate to the **“New Security Instrument”**, in the same manner and with like effect as though the said later encumbrance had been executed and recorded prior to filing for record of the **“Subordinating Lender”** mortgage, but without in any manner releasing or relinquishing the lien of said earlier encumbrance upon said premises.

IN WITNESS WHEREOF, **“Subordinating Lender”**, has caused this Subordination to be executed by its duly authorized representative.

Effective as of this _____ day of _____, 20____.

By _____
(Signature)

(Printed Name)

(Title)

FOR NOTARIZATION OF LENDER PERSONNEL:

State of _____)

County of _____)

On the _____ day of _____, in the year 20____, before me the undersigned, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity and that by their signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

I certify that the foregoing paragraph is true and correct.

Signature of Notary Public

(Notary Seal)

My Commission Expires: _____

RESOLUTION

WHEREAS, the Township of West Orange Housing Rehabilitation Program has a mortgage against certain real property owned by Foley Dowd (the "Owner") residing at 181 High Street, West Orange, known as Block 122, Lot 13 (the "Property"), in the amount of Seventeen Thousand One Hundred Forty-Five Dollars (\$17,145.00), which was dated January 5, 2010 and recorded in the Essex County Register's Office on January 12, 2010 in Book 12235, Page 6835 (the "WOHRP Mortgage"); and

WHEREAS, there is a first mortgage on the Property held by Specialized Loan Servicing in the outstanding amount of Twenty-Seven Thousand and Six Dollars (\$27,006.00) at an interest rate of 4.5% and a second mortgage held by LoanCare, LLC in the outstanding amount of One Hundred Ninety-Five Thousand Seven Hundred Thirteen Dollars (\$195,713.00) (the "Second Mortgage") at an interest rate of 4%; and

WHEREAS, the Owners desire to refinance their home to obtain a new mortgage loan from Caliber Home Loans in the amount of Two Hundred Forty-One Thousand Dollars (\$241,000.00), and with an interest rate of 2.750% (the "New Mortgage"); and

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

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

WHEREAS, the appraised value of the property is \$360,000; and

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

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to execute a

Subordination of Mortgage, annexed hereto as Exhibit “A,” in favor of Caliber Home Loans with respect to the Property and the Owner; and be it further

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

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

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

Cindy Matute-Brown
Council President

Adopted: January 26, 2021

MORTGAGE SUBORDINATION AGREEMENT

Prepared By:
Township of West Orange

THE AGREEMENT is made the ____ day of ____, 20__ by the Township of West Orange, whose address is 66 Main Street, West Orange, NJ 07052 (The Subordination Party), and is being given to ^{Caliber Home Loans, Inc ISAOA} (The Lender) whose address is 1199 South Beltline Road, Suite 110, Coppell, TX

PRESENT MORTGAGE/DEED OF TRUST. At the present time the Township of West Orange holds a mortgage (referred to as the present mortgage) for the maximum amount of \$17,145. The present mortgage is dated 01/05/2010, and was made by Foley Dowd & Jennifer Dowd to the Township of West Orange. Township of West Orange also has a Note for payment that is secured by its present mortgage. This Mortgage covers property at 181 High St. West Orange, NJ 07052, located in the County of Essex in the State of New Jersey. This Mortgage was recorded on 01/12/2010 in the Office of the County Recording Offices of Essex County in Book 12235 Page (s) 6835. The original amount of this present Mortgage was \$17,145.

NEW MORTGAGE. The Lender is about to make a new mortgage loan in the principal amount not to exceed \$245,000 which will be secured by a mortgage (referred to as the "new mortgage") covering the same property as the present mortgage.

SUBORDINATION. It is the intention of the parties that the present mortgage will be subject, and subordinate to the new mortgage including any renewal or extension of the new mortgage.

CONTINUING EFFECT. This Subordination shall only affect the priority of the present mortgage. The present mortgage shall remain in full force and effect in all other respects.

BINDING EFFECT. This subordination Agreement shall be binding upon the Township of West Orange and its successors and/or assigns.

Witness:

Township of West Orange

By: _____

By: _____

STATE OF NEW JERSEY :
: SS:
COUNTY OF _____:

I certify that on the _____ day of _____, before me the undersigned, a Notary Public in and for the County names above, personally appeared _____
Who is personally known to me and who being duly sworn did say that he/she is authorized to execute this Subordination Agreement on behalf of the Township of West Orange by authority granted by its Board of Directors and he/she has acknowledged the execution of this Subordination Agreement to be the voluntary act and deed of the Township of West Orange.

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) administers an affordable housing program for qualified based on income eligibility consistent with the regulations promulgated by the Council on Affordable Housing and the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et. seq. and N.J.A.C. 5:97, et. seq.; and

WHEREAS, the Township is in the process of adopting and enacting a Housing Element and Fair Share Affordable Housing Plan which includes the proposed addition of 231 new, affordable family rental units between 2021 and 2025 to be included in inclusionary development; and

WHEREAS, the Township requires the services of a professional and experienced affordable housing consulting firm to function as the Township’s Administrative Agent pursuant to N.J.A.C. 5:80-26.14; and

WHEREAS, pursuant to N.J.S.A. 40A:11-4.3(b), on October 6, 2020 the Township Council adopted Resolution #185-20 authorizing the use of competitive contracting for the award of a Contract for Administrative Agent Services for Affordable Housing (the “Contract”); and

WHEREAS, on October 10, 2020, the Township advertised a Request for Proposal (the “RFP”) for the Contract with a base term of one year with an option to extend the Contract for an additional one-year term with a deadline for submission of proposals for Friday, October 30, 2020; and

WHEREAS, on October 30, 2020, the Township received four (4) proposals in response to the RFP, including proposals from:

CME Associates (“CME”)
1460 Route 9 South
Howell, NJ 07731

Community Grants, Planning & Housing (“CGPH”)
1249 South River Road
Suite 301
Cranbury, NJ 08512

Heyer, Gruel & Associates (“Heyer”)
236 Broad Street
Red Bank, NJ 07701

Triad Associates (“Triad”)
1301 West Forest Grove Road
Vineland, NJ 08360

and

WHEREAS, pursuant to the Local Public Contracts Law and the New Jersey Administrative Code, the Township established an evaluation committee (the “Committee”) to review, evaluate, and score the proposal submitted in response to the Township’s RFP; and

WHEREAS, pursuant to the N.J.A.C. 5:34-3.4(f) each member of the Committee executed a certification that they do not have a conflict of interest with any of the vendors; and

WHEREAS, the Committee issued an Evaluation Report (the “Report”), attached herein as Exhibit “**A**,” recommending that the Township award of the Contract to CGPH as the proposal with the highest weighted score; and

WHEREAS, CGPH’s proposal provides that it shall perform the services under the Contract at an annual cost not to exceed \$15,250, a copy of the CGPH’s proposal is annexed hereto as Exhibit “**B**,” and

WHEREAS, the proposed Contract incorporates the terms of the Township’s RFP and the CGPH’s proposal, annexed hereto as Exhibit “**C**.”

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township hereby awards the contract for Administrative Agent Services for Affordable Housing to CGPH, LLC; and it is further

RESOLVED, that the Mayor be and is hereby authorized to execute the Contract, annexed hereto as Exhibit “**C**” and all other documents necessary to effectuate the Contract and the Municipal Clerk be and is hereby authorized to attest to the Mayor’s signature; and it is further

RESOLVED, that the original of the Contract between Township of West Orange and CGPH, LLC shall be maintained in the Municipal Clerk’s office.

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

Cindy Matute-Brown
Council President

Adopted: January 26, 2021

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

John Gross, Chief Financial Officer

RESOLUTION

WHEREAS, on Tuesday, June 9, 2015, the Township Council for the Township of West Orange (the “Township”) passed Resolution 156-15 which authorized the commencement of a declaratory judgment action with the Superior Court of New Jersey (the “Court”) consistent with the transitional process established in the New Jersey Supreme Court In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) to obtain a Judgment of Compliance and Repose for the Township’s adopted Housing Element and Fair Share Plan (the “Plan”); and

WHEREAS, the Township submitted a Plan to the Court allocating funds for affordability assistance and rehabilitation; and

WHEREAS, the Township anticipated that this funding will come from collected and projected developer fees; and

WHEREAS, the Court has determined that the Township must allocate funds for the provision of affordable housing as set forth in the Township’s Plan; and

WHEREAS, in the event that the above funding sources from collected and projected developer fees prove inadequate to complete the affordable housing programs included in the Township’s Plan, the Township shall take all appropriate actions to secure and make available sufficient funding from all sources to address any shortfalls.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township hereby agrees to take appropriate actions, consistent with law, to fund any shortfall in its approved affordable housing programs

that may arise whether due to inadequate funding from other sources or for any other related reason; and it is further

RESOLVED, that any shortfall may also be funded by bonding if there are no other resources, provided, however, that the Township should first utilize all other funding sources available to it, including, but not limited to, development fees; and be it further

RESOLVED that a copy of this Resolution shall remain on file with the Township Clerk for inspection by the public.

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

Cindy Matute-Brown
Council President

Adopted: January 26, 2021

RESOLUTION

WHEREAS, on Tuesday, June 9, 2015, the Township Council for the Township of West Orange (the “Township”) passed Resolution 156-15 which authorized the commencement of a declaratory judgment action with the Superior Court of New Jersey (the “Court”) consistent with the transitional process established in the New Jersey Supreme Court In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) to obtain a Judgment of Compliance and Repose for the Township’s adopted Housing Element and Fair Share Plan (the “Plan”); and

WHEREAS, the Township submitted a Plan to the Court which promotes affordable housing programs pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301, et seq.) and (N.J.A.C. 5:93-1, et seq.); and

WHEREAS, pursuant to N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1 et seq., the Township of West Orange is required to appoint a Municipal Housing Liaison for the administration of the Township of West Orange’s affordable housing program to enforce the requirement of N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1 et seq.; and

WHEREAS, Chapter 25, Section 18.17 of the Township’s Municipal code provides for the Township to appoint a specific municipal employee to serve as the Municipal Housing Liaison.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township hereby appoints the Township Chief Financial Officer John Gross as the Municipal Housing Liaison for the administration of the Township’s affordable housing programs; and be it further

RESOLVED that a copy of this Resolution shall remain on file with the Township Clerk for inspection by the public.

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

Cindy Matute-Brown
Council President

Adopted: January 26, 2021

RESOLUTION

WHEREAS, on Tuesday, June 9, 2015, the Township Council for the Township of West Orange (the “Township”) passed Resolution 156-15 which authorized the commencement of a declaratory judgment action with the Superior Court of New Jersey (the “Court”) consistent with the transitional process established in the New Jersey Supreme Court In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) to obtain a Judgment of Compliance and Repose for the Township’s adopted Housing Element and Fair Share Plan; and

WHEREAS, on November 17, 2020, the West Orange Planning Board (the “Planning Board”) adopted a Housing Element and Fair Share Plan; and

WHEREAS, on December 2, 2020, the Planning Board passed Resolution No. 20-08 memorializing its adoption of the Housing Element and Fair Share Plan, annexed hereto as Exhibit “A” pursuant to N.J.A.C. 5:96-2.2(a)(2).

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE hereby endorses the Housing Element and Fair Share Plan as adopted by the West Orange Township Planning Board; and it is further

RESOLVED, pursuant to the provisions of N.J.S.A. 52:27D-301, et seq. and N.J.A.C. 5:96-3.4, authorizing the submission of this adopted Housing Element and Fair Share Plan to the Court for review and approval; and be it further

RESOLVED, that a list of names and address for all owners of sites in the adopted and amended Fair Share Plan, including the names and address of any objectors, has been included; and be it further

RESOLVED, that notice of this adoption shall be published in a newspaper of countywide circulation pursuant to N.J.A.C 5:96-3.5 within seven (7) days of issuance of a notification letter from the Court indicating that the submission has been received and is under review and that a copy of this resolution, the adopted Housing Element and Fair Share Plan and all supporting documentation shall be made available for public inspection with the Office of the Township Clerk located at 66 Main Street, West Orange, New Jersey during the hours of 8:30 a.m. until 4:30 p.m. on Monday through Friday for a period of 45 days following the date of publication of the legal notice pursuant to N.J.A.C. 5:94-3.5 ; and be it further

RESOLVED that a copy of this Resolution shall remain on file with the Township Clerk for inspection by the public.

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

Cindy Matute-Brown
Council President

Adopted: January 26, 2021

Exhibit “A”

RESOLUTION NO. 20-08

MEMORIALIZING RESOLUTION OF THE WEST ORANGE PLANNING BOARD

RE: CONSIDERATION OF THE HOUSING PLAN ELEMENT AND FAIR SHARE PLAN TO BECOME PART OF THE MASTER PLAN FOR THE TOWNSHIP OF WEST ORANGE

HEARING: November 17, 2020

MEMORIALIZED: December 2, 2020

WHEREAS, at a properly noticed special meeting of the Planning Board for the Township of West Orange on November 17, 2020, which was conducted as a virtual meeting of the Board pursuant to N.J.S.A. 10:4-8(b), the Board considered a report dated November 17, 2020 (attached hereto as Exhibit A) and entitled "Housing Element and Fair Share Plan of West Orange Township, Essex County" as prepared by Shirley M. Bishop, P.P., the Affordable Housing Planning Consultant for the Township of West Orange; and

WHEREAS, this report was reviewed and considered before a quorum of the Board, and an opportunity was afforded to members of the public and/or interested persons or parties to ask questions and/or to be heard regarding this report and the Board's consideration of same at this public hearing; and

WHEREAS, after consideration of this report and the further statements and comments offered to the Board in this hearing, the Board following its discussion now finds and concludes as follows:

FINDINGS

1. Ms. Shirley M. Bishop, P.P., with the assistance of the Township's Planner Mr. Paul Grygiel, AICP, PP, made a presentation to the Board and discussed in detail the Housing Element and Fair Share Plan which Ms. Bishop had prepared and which was previously made available prior to the hearing to the Planning Board and to the public. Ms. Bishop and Mr. Grygiel went through the report with the Board by going through each section discussing in detail the proposed Housing Element and Fair Share Plan to become part of the Master Plan in relationship to the Affordable Housing filings and proceedings conducted by and involving the Township of West Orange in the present Affordable Housing litigation which had recently resulted in the settlement of such litigation between the Township of West Orange, West Essex Highlands, Inc. and the Fair Share Housing Center.

2. After outlining and discussing the areas of her report now being considered by the Board, Ms. Bishop and Mr. Grygiel referred to the implementing ordinances that have been referred to the Board and which would be subject to adoption and implementation by the Township of West Orange following the Board's decision and action on the proposed amendment to the Master Plan with the inclusion of the Housing Plan Element and Fair Share Plan. Ms. Bishop advised the Board that these new ordinances were related to and were required as part of the Township's implementation of the Township's Affordable Housing obligations and settlement of the pending Affordable Housing litigation involving these matters and also required by New Jersey statute, N.J.S.A. 40:55D-62(a).

3. Ms. Bishop further discussed with the Board the Board's comments and/or questions regarding the Housing Plan Element and Fair Share Plan she had prepared. The Board further discussed with her the further anticipated proceedings that would be required to conclude the Township's settlement agreement for its Affordable Housing litigation with implementation of the Township's Affordable Housing obligations.

4. The meeting of the Board was conducted as a remote or virtual meeting of the Planning Board pursuant to N.J.S.A. 10:4-8(b), the Board offered the opportunity for public comments regarding the Housing Element and Fair Share Plan being presented by Ms. Bishop and for any questions for Ms. Bishop and the Planning Board regarding same.

5. The Planning Board upon discussion of the Housing Plan Element and Fair Share Plan for the Township of West Orange presented by Ms. Bishop agreed that it would be appropriate for the amendment of the Master Plan for the Township of West Orange to include therein as a Housing Plan Element in accordance with Ms. Bishop's report entitled "Housing Element and Fair Share Plan of West Orange Township, Essex County", which had been the subject of this hearing. The Board further determined that it would now be appropriate to take action on the Housing Element and Fair Share Plan being presented which would then be incorporated as an amendment into the Master Plan for the Township of West Orange.

CONCLUSIONS

1. The Board finds and concludes after consideration of the Housing Element and Fair Share Plan prepared by Shirley M. Bishop, P.P., the Affordable Housing Planning Consultant for the Township of West Orange, and as presented by Ms. Bishop and Mr. Grygiel to the Board during this hearing, and based upon the further discussion,

statements, and comments of the Board with Ms. Bishop during the hearing, that the Housing Element and Fair Share Plan proposed is well designed and presented and would be clearly beneficial to the Township of West Orange and its residents as to the matters listed therein. The Board accordingly concludes that the Housing Element and Fair Share Plan from Shirley M. Bishop, P.P. would be appropriate to be approved to become part of and thereby incorporated into the Master Plan for the Township of West Orange.

2. Based upon the Board's review, consideration, and the presentation made to the Board regarding the Housing Element and Fair Share Plan during this hearing, the Board now believes that the Housing Element and Fair Share Plan as presented and reviewed by the Board would in fact properly address the goals and objectives of the Township of West Orange regarding its Affordable Housing obligations in the best interest of the residents of the Township of West Orange, and the Board now believes that it would be appropriate for the Board to take action at this time regarding same.

NOW, THEREFORE, BE IT RESOLVED that the Housing Element and Fair Share Plan of West Orange Township, Essex County as prepared by and presented by Shirley M. Bishop, P.P. as the Affordable Housing Planning Consultant to the Township of West Orange and dated November 17, 2020 (attached hereto as Exhibit A), is hereby approved by this Planning Board with said Housing Element and Fair Share Plan to thereby become part of and incorporated into the Master Plan for the Township of West Orange as a Housing Plan Element pursuant to N.J.S.A. 40:55D-28(3), and the Master Plan of the Township of West Orange is hereby amended accordingly.

The undersigned Secretary of the Township of West Orange Planning Board hereby certifies that the within Resolution and Memorialization was adopted by the Planning Board for the Township of West Orange pursuant to N.J.S.A. 40:55D-10(g) at its special meeting on November 17, 2020.

VOTE ON ACTION OF THE BOARD AT 11/17/20 HEARING

On Motion of: Weston

Seconded by: Wilkes

The vote on the Resolution was as follows:

AYES:

Weston,

Klein, Bagoff,

Williams,

Wilkes,

Johnson,

McCartney,

Smeraldo

NAYS:

N/A

ABSENT:

Trenk

VOTE ON RESOLUTION 20-08

On Motion of: Chairman Weston

Seconded by: Dr. Bagoff

The vote on the Resolution was as follows:

AYES:

Bagoff, Johnson, McCartney, Smeraldo, Wilkes, Williams, Weston

NAYS:

—

ABSENT:

Klein, Trenk (absent 11/17)

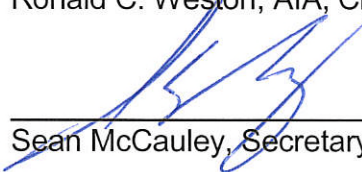
Adopted

December 2, 2020

WEST ORANGE PLANNING BOARD



Ronald C. Weston, AIA, Chairman



Sean McCauley, Secretary

Dated:

Prepared by: Kenneth D. McPherson III, Esq.

**HOUSING ELEMENT
AND
FAIR SHARE PLAN
OF
WEST ORANGE TOWNSHIP,
ESSEX COUNTY,
NEW JERSEY**

Adopted: November 17, 2020

HOUSING ELEMENT

**West Orange Township
Essex County**

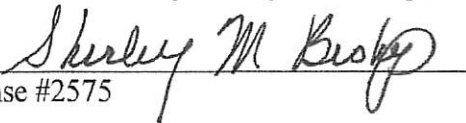
PLANNING BOARD

- Ron Weston, Chair
 - Dr. Robert Bagoff
 - Tammy Williams
 - Andrew Trenk
 - Peter Smeraldo
 - Leo Klein
 - Susan McCartney
 - Gary Wegner
 - William Wilkes II
- Attorney: Kenneth Mc Pherson, Esq.
 - Planner: Paul Grygiel
 - Acting Secretary: Sean Mc Cauley

TOWNSHIP COUNCIL

- Robert Parisi, Mayor
 - Jerry Guarino
 - Michelle Casalino
 - Susan McCartney
 - Joe Krakoviak
 - Cindy Matute-Brown
- Attorney: Richard Trenk, Esq.
 - Administrator: John K. Sayers
 - Clerk: Karen Carnevale

It is certified that all copies of this document are in conformance with the one signed and sealed by Shirley M. Bishop, P.P.


License #2575

Prepared By:
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**WEST ORANGE TOWNSHIP, ESSEX COUNTY
HOUSING ELEMENT**

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WEST ORANGE TOWNSHIP
ESSEX COUNTY

HOUSING ELEMENT

PREFACE

West Orange Township is situated in the central portion of Essex County and contains approximately 12.15 square miles or 7,776 acres of land. West Orange is crossed east-west by Interstate Route 280 which provides travelers with easy access to the Garden State Parkway and the New Jersey Turnpike.

Thomas Alva Edison became a resident of West Orange in 1886. In the early 1900s, Edison Industries concentrated on developments in phonograph, film, storage batteries and visual devices. West Orange was the location of the first motion picture, the Great Train Robbery, in 1903. Seventeen hundred films were produced in the area prior to 1930.

Edison Industries continued to be a drawing force until 1929 when the great depression caused the market for phonographs and records to fall sharply. Edison retired as head of Thomas A. Edison Incorporated in 1930 and was succeeded by his son, Charles.

In the period following World War II, West Orange continued to develop. Its population grew rapidly during the post-war "baby boom," reaching a peak in 1970. Then, as the regional economy weakened and the "baby boom" generation matured, the population declined.

Today, West Orange is primarily a residential community with a large commuting population. Investment, bank, insurance and service firms have replaced most of the manufacturing firms.

The township borders on nine municipalities. These include Montclair, Verona, Essex Fells, Roseland, Livingston, Millburn, Maplewood, South Orange and Orange.

West Orange received second round substantive certification from the Council on Affordable Housing (COAH) on October 11, 1995 that was extended to December 20, 2005 by COAH on February 9, 2005. In addition, West Orange received third round substantive certification from COAH on December 9, 2009. Unfortunately, the rules upon which substantive certification was based were declared invalid by the Court.

A municipality's Housing Element must be designed to achieve the goal of providing affordable housing to meet the total 1987-2025 affordable housing need comprised of Prospective Need, Prior Round Obligation and Present Need (Rehabilitation Share). The regulations of COAH and the Fair Housing Act delineate a municipality's strategy for addressing its present and prospective housing needs, and, as such, each municipality's Housing Element must contain the following:

1. An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics and type, including the number of units affordable to low and moderate income households and substandard housing capable of being rehabilitated;
2. A projection of the municipality's housing stock, including the probable future construction of low and moderate income housing, for the 10 years subsequent to the adoption of the housing element, taking into account, but not necessarily limited to, construction permits issued, approvals for development and probable residential development of lands;
3. An analysis of the municipality's demographic characteristics, including, but not limited to, household size, income level and age;
4. An analysis of the existing and probable future employment characteristics of the municipality;
5. A determination of the municipality's present and prospective fair share for low and moderate income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low and moderate income housing;
6. A consideration of the lands that are most appropriate for construction of low and moderate income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low and moderate income housing, including a consideration of lands of developers who have expressed a commitment to provide low and moderate income housing;
7. A map of all sites designated by the municipality for the production of low and moderate income housing and a listing of each site that includes its owner, acreage, lot and block;
8. The location and capacities of existing and proposed water and sewer lines and facilities relevant to the designated sites;
9. Copies of necessary applications for sewer service and water quality management plans submitted pursuant to Sections 201 and 208 of the Federal Clean Water Act, 33 U.S.C. §1251, et seq.;
10. A copy of the most recently adopted municipal master plan, and where required, the immediately preceding, adopted master plan;
11. For each designated site, a copy of the New Jersey Freshwater Wetlands map where available. When such maps are not available, municipalities shall provide appropriate copies of the National Wetlands Inventory maps provided by the U.S. Fish and Wildlife Service;

12. A copy of appropriate United States Geological Survey Topographic Quadrangles for designated sites; and
13. Any other documentation pertaining to the review of the municipal housing element as may be required.

I. INVENTORY OF HOUSING STOCK

A. Age

Approximately 71 percent of the township's housing stock was built prior to 1970. There has been minimal residential construction or only 29 percent from 1970 to 2010. West Orange has a total housing stock of 17,168 units. The median year that a structure was built in West Orange was 1956.

TABLE 1

Age of Housing Units

<u>Dates of Construction</u>	<u>Structures</u>	<u>Percent of Total</u>
1939 or earlier	4,511	26
1940 – 1949	1,869	11
1950 – 1959	3,708	22
1960 – 1969	2,152	13
1970 – 1979	1,134	7
1980 – 1989	1,241	7
1990 – 1999	1,831	11
2000 - 2004	431	3
2005 - 2010	291	2
TOTAL UNITS	17,168	100

Median Year: 1956

Source: 2006-2010 American Community Survey 5-Year Estimates

Units built before 1960 and contain 1.01 or more persons per room are highly correlated with substandard housing indicators. This is an index utilized by COAH in determining the Rehabilitation Share. In West Orange, 10,088 units or 59 percent of the housing stock was built before 1960. This is generally an important indicator in calculating West Orange's Rehabilitation Share and explains why West Orange's Rehabilitation Share is 305 units.

B. Condition

Rehabilitation Share is the total deficient housing signaled by selected housing unit characteristics unique to each community. It is assumed that units so indicated will be prime candidates for rehabilitation. Characteristics indicating a need for rehabilitation are:

- (1) Persons per Room. 1.01 or more persons per room in housing units built before 1960. These are old units that are overcrowded.
- (2) Plumbing Facilities. Inadequate plumbing sufficient for rehabilitation is indicated by incomplete plumbing facilities, i.e., lack of hot and cold piped water, flush toilet or bathtub/shower.
- (3) Kitchen Facilities. Inadequate kitchen facilities signaling rehabilitation are indicated by the non-presence of kitchen facilities within the unit, or the non-presence of one of three components: a sink with piped water, a stove or a refrigerator.

These characteristics of deficient housing are nationally recognized indicators of housing inadequacy. Each one, properly identified and not double-counted or multiplied is enough to signal the call for unit rehabilitation. This is true not solely because the characteristic specified is itself debilitating but rather signals a unit that is either old or missing a basic component of normal housing services. These characteristics exist at the municipal level, are reported by the American Community Survey such that they can be isolated and not over counted, and individually indicate the need for structure rehabilitation.

The age of West Orange's housing stock has been presented in Table 1. Tables 2 through 4 address the other surrogates of deficient housing.

TABLE 2

Persons Per Room

Persons Per Room	Occupied	Owner Occupied	Renter Occupied
1.01 to 1.50	229	91	138
1.51 to 2.00	24	0	24
2.01 or more	87	0	87
TOTAL	340	91	249

Source: 2006-2010 American Community Survey 5-Year Estimates

TABLE 3

Plumbing Facilities

	<u>Total Units</u>
Complete plumbing facilities	17,131
Lacking complete plumbing facilities	37

Source: 2006-2010 American Community Survey 5-Year Estimates

TABLE 4

Kitchen Facilities

Complete kitchen facilities	16,761
Lacking complete kitchen facilities	407

Source: 2006-2010 American Community Survey 5-Year Estimates

Based on the above, it is determined that West Orange has 305 housing units that are substandard and occupied by low- and- moderate income households.

C. Purchase and Rental Value

Approximately 97 percent of the owner-occupied housing units in West Orange had values over \$200,000. The median value was \$417,800.

TABLE 5

Owner-Occupied Housing
Unit Values

	<u>Units</u>	<u>Percent</u>
Less than \$15,000	46	0
\$15,000 - \$19,999	0	0
\$20,000 - \$24,999	0	0
\$25,000 - \$29,999	8	0
\$30,000 - \$34,999	0	0
\$35,000 - \$39,999	0	0
\$40,000 - \$49,999	10	0
\$50,000 - \$59,999	0	0
\$60,000 - \$69,999	18	0
\$70,000 - \$99,999	0	0
\$100,000 - \$124,999	29	0
\$125,000 - \$149,999	18	0
\$150,000 - \$174,999	97	1
\$175,000 - \$199,999	106	1
\$200,000 - \$249,999	484	4
\$250,000 - \$299,999	816	7
\$300,000 - \$399,999	3,577	31
\$400,000 - \$499,999	3,358	29
\$500,000 - \$749,999	2,415	21
\$750,000 - \$999,999	447	4
\$1,000,000 or more	185	2
TOTAL	11,614	100

Median Value \$417,800

Source: 2006-2010 American Community Survey 5-Year Estimates

Of the 4,566 rental units with cash rent in West Orange, 80 percent were rented for \$750 or more per month. The median contract rent was \$1,081 per month.

TABLE 6

Contract Rent Values

<u>With cash rent:</u>	<u>Units</u>
\$0 - \$ 99	27
\$100 - \$149	10
\$150 - \$199	85
\$200 - \$249	67
\$250 - \$299	20
\$300 - \$349	44
\$350 - \$399	23
\$400 - \$449	145
\$450 - \$499	12
\$500 - \$549	10
\$550 - \$599	76
\$600 - \$649	112
\$650 - \$699	150
\$700 - \$749	139
\$750 - \$999	951
\$1,000 - \$1,249	1,265
\$1,250 - \$1,499	656
\$1,500 - \$1,999	563
\$2,000 - or more	211
Total	4,566
No cash rent	85
Median contract rent	\$1,081

Source: 2006-2010 American Community Survey 5-Year Estimates

D. Occupancy Characteristics and Types

Seventy percent of the housing in West Orange is owner occupied. Approximately 30 percent of the housing stock is rental.

TABLE 7

Tenure and Vacancy

	Housing Units
Total Occupied	16,790
Occupied:	
Owner Occupied	11,698
Renter Occupied	5,092
Vacant:	
For rent	302
For sale only	189
Rented or sold, not occupied	50
For seasonal, recreational, or occasional use	107
Other vacant	174

Note: Total housing units do not match between tables due to varied data sources

Source: 2010 Census of Population and Housing

E. Units Affordable to Low- and- Moderate Income Households

Units are affordable to low- and -moderate income households if the maximum sales price or rent is set within a specified formula as per the Uniform Housing Affordability Controls (UHAC) regulations, N.J.A.C. 5:80-26.1 et seq. A moderate income household is a household whose gross family income is more than 50 percent of median income, but less than 80 percent of median income for households of the same size within the housing region. A low income household is a household whose gross family income is equal to or less than 50 percent of median gross household income for a household of the same size within the housing region for West Orange. West Orange is in Region 2, which encompasses Essex, Morris, Union and Warren counties.

Using 2019 regional income limits, a four person Essex County median household income is estimated at \$100,767. A moderate income four person household would earn a maximum of \$80,61 (80 percent of regional median) and a four person low income household would earn a maximum of \$50,384 (50 percent of regional median).

Income levels for one, two, three and four person households as of 2019 are given below:

TABLE 8

2019 Low and Moderate Regional Incomes

Income	1 person	2 persons	3 persons	4 persons
Median	\$70,537	\$80,614	\$90,691	\$100,767
Moderate	\$56,430	\$64,491	\$72,553	\$80,614
Low	\$35,269	\$40,307	\$45,345	\$50,384

Source: 2019 Income Limits

Based on the qualifying formula in N.J.A.C. 5:80-26, the monthly cost of shelter which includes mortgage (principal and interest), taxes, insurance and homeowners or condominium association fees, may not exceed 28 percent of gross monthly household income based on a five percent down payment. In addition, moderate income sales units must be available for at least three different prices and low income sales units available for at least two different prices. The maximum sales prices must now be affordable to households earning no more than 70 percent of median income. The sales prices must average 55 percent of median income.

Under UHAC regulations, rents including utilities, may not exceed 30 percent of gross monthly income. The average rent must now be affordable to households earning 52 percent of median income. The maximum rents must be affordable to households earning no more than 60 percent of median income. In averaging 52 percent, one rent may be established for a low income unit and one rent for a moderate income unit for each bedroom distribution. The utility allowance must be consistent with the utility allowance approved by HUD and utilized in New Jersey. In inclusionary rental developments, 13 percent of the rental units must be affordable to households earning no more than 30 percent of median income.

West Orange currently has the following low- and -moderate income housing:

<u>Name</u>	<u>Units</u>	<u>Type</u>
Jewish Federation	134	Age-restricted rentals
Degnan House	10	Age-restricted rentals
ARC Group Home	3	Bedroom
Marmon Terrace Group Home	6	Bedrooms
Woodland Valley Senior Home	57	Age-restricted rentals
Dogwood Drive Group Home	4	Bedrooms

Kingsley Group Home	8	Bedrooms
Habitat for Humanity	2	Family for sale
Washington Street	3	Family rentals
Main Street	3	Family rentals
158 Main Street	3	Family rentals
St. Cloud (Prism)	4	Bedrooms
Forest Avenue	4	Bedrooms
Valley Road	55	Family rentals
97 Edgewood Avenue Group Home	5	Bedrooms
Merrywood Drive Group Home	5	Bedrooms
Pleasant Valley Way Group Home	6	Bedrooms
4 Wedgewood Avenue Group Home	4	Bedrooms

West Orange has a rehabilitation obligation of 305 units of which 166 units have been rehabilitated from 2000 through 2019. From 2010 to present, 53 units were rehabilitated in West Orange.

II. PROJECTION OF HOUSING STOCK

A. Building Permits

According to the New Jersey Department of Community Affairs, Construction Reporter, New Residential Building Permits, there were 47 new building permits issued from 2010 to April 2020.

B. Future Construction of Low- and -Moderate Income Housing

West Orange will address the future construction of low- and- moderate income housing in the Fair Share Plan.

III. DEMOGRAPHIC CHARACTERISTICS

A. Population

The population in West Orange increased by 2.8 percent between 2000 and 2010. Table 9 illustrates the figures.

TABLE 9

Population

Year	Population
2000	44,943
2010	46,207

Note: Total population does not match between tables due to varied data sources

Sources: 2000 and 2010 Census of Population and Housing

TABLE 10

Population Characteristics

SELECTED POPULATION CHARACTERISTICS

Forty-seven percent of the West Orange residents are between the ages of 25 and 59 years.

	<u>Number</u>	<u>Percentage</u>
<u>TOTAL POPULATION</u>	46,207	
<u>SEX</u>		
Male	21,669	
Female	24,538	
<u>AGE</u>		
	<u>Male</u>	<u>Female</u>
Under 5 years	1,602	1,454
5 to 14 years	3,077	2,878
15 to 19 years	1,462	1,403
20 to 24 years	1,260	1,100
25 to 44 years	5,624	6,244
45 to 54 years	3,216	3,718
55 to 59 years	1,434	1,662
60 to 64 years	1,247	1,464
65 to 74 years	1,381	1,784
75 to 84 years	886	1,561
85 years and over	480	1,270

Note: Total population does not match between tables due to varied data sources

Source: 2010 Census of Population and Housing

B. Household Size and Type

A household profile of West Orange shows that there were 16,790 households with a total household population of 45,362 in 2010. The average number of persons per household was 2.70.

TABLE 11

Household Profile 2010

	<u>Total Number</u>
Households	16,790
Population of households	45,362
Persons per household	2.70

Source: 2010 Census of Population and Housing

TABLE 12

Household Type and Relationship

In family households:	39,397
householder:	11,749
Male	7,660
Female	4,089
Spouse	8,913
child:	15,060
Natural born/adopt	14,015
step	408
grandchild	637
other relatives	863
non-relatives	893
In non-family households:	5,965
householders living alone	4,286
householders not living alone	755
Non-relatives	924
In group quarters:	845
Institutionalized population	788
Non-institutionalized population	57

Source: 2010 Census of Population and Housing

TABLE 13

Type of Housing Units by Structure

Units in Structure	Total Units	PCT
1, detached	9,696	56
1, attached	1,502	9
2	1,791	10
3 or 4	1,395	8
5 to 9	626	4
10 to 19	330	2
20 to 49	288	2
50 or more	1,474	9
Mobile home or trailer	66	0
Other	0	0
TOTAL	17,168	100

Note: Total housing units do not match between tables due to varied data sources

Source: 2006-2010 American Community Survey 5-Year Estimates

C. Income Level

Approximately, 66 percent of the households in West Orange earn over \$60,000 according to the 2010 American Community Survey. The median household income was \$88,917

TABLE 14
Household Income

<u>Household Income</u>	<u>Number</u>	<u>Percent</u>
\$0 -9,999	532	3
\$10,000-\$14,999	373	2
\$15,000-\$19,999	693	4
\$20,000-\$24,999	639	4
\$25,000-\$29,999	635	4
\$30,000-\$34,999	359	2
\$35,000-\$39,999	434	3
\$40,000-\$44,999	386	2
\$45,000-\$49,999	368	2
\$50,000-\$59,999	1,179	7
\$60,000-\$99,999	3,337	21
\$100,000-\$149,999	3,287	20
\$150,000-\$199,999	1,767	11
\$200,000 or more	2,276	14
TOTAL	16,265	100

Median Household Income \$88,917

Note: Total households do not match between tables due to varied data sources

Source: 2006-2010 American Community Survey 5-Year Estimates

D. Age

The age of the West Orange population has been discussed under Section III, Demographic Characteristics, A. Population.

E. Marital Status

In 2010, there were more women than men over the age of 15 years in West Orange. There were 241 more males that never married. There were 2,201 more widows than widowers and more divorced females than males.

TABLE 15

Sex by Marital Status - Persons 15 Years and over

Marital Status	Total	Male	Female
Total	36,038	16,338	19,951
Never Married	9,011	5,074	5,088
Now Married	21,570	9,446	9,982
Widowed	3,145	743	2,949
Divorced	2,312	1,075	1,932

Note: Total population does not match between tables due to varied data sources

Source: 2006-2010 American Community Survey 5-Year Estimates

IV. EXISTING AND PROBABLE FUTURE EMPLOYMENT CHARACTERISTICS

Of the 22,913 West Orange residents employed in the civilian labor force, 67 percent are in educational, health and social service occupations or agriculture, construction, manufacturing, wholesale trade, retail trade, transportation fields or finance, insurance and real estate industries.

TABLE 16

Occupation

Employed Persons 16 Years and Over

	Male	Female	Total
Finance, insurance, real estate	1,237	1,342	2,579
Agriculture, construction, manufacturing, wholesale trade, retail trade, transportation	4,727	1,902	6,629
Information	387	363	750
Arts, entertainment, recreation, accommodation and food services	743	853	1,596
Professional, scientific and technical services	1,885	1,338	3,223
Educational, health and social services	1,834	4,301	6,135
Public administration	476	457	933
Other services	389	679	1,068
Total	11,678	11,235	22,913

Note: Total population does not match between tables due to varied data sources

Source: 2006-2010 American Community Survey 5-Year Estimates

According to the New Jersey State Data Center, West Orange had a covered employment number of 15,858 in 2014.

TABLE 17
Status of Covered Employment within West Orange- 2014

	Annual Avg. Units	Average
LOCAL GOVT EDUCATION	1	1,274
Agriculture	.	.
Construction	90	349
Manufacturing	18	138
Wholesale Trade	43	165
Retail Trade	96	1,338
Transp/Warehousing	25	137
Information	14	301
Finance/Insurance	58	351
Real Estate	70	233
Professional/Technical	170	1,152
Management	.	.
Admin/Waste Remediation	.	.
Education	.	.
Health/Social	265	5,621
Arts/Entertainment	26	566
Accommodations/Food	84	1,445
Other Services	175	662
Unclassified	22	27
PRIVATE SECTOR TOTALS	1247	14,047

FEDERAL GOVT TOTALS	4	59
STATE GOVT TOTALS	4	68
LOCAL GOVT TOTALS	4	1,684

West Orange has been active in redeveloping portions of its downtown and other areas of the community. The type of employment activity most likely to result is in retail and the service industry while office and manufacturing employment will likely continue to decline. For example, three existing office buildings on Executive Drive are being fully or partially replaced by residential and public uses, while the adjacent Essex Green Shopping Center has been approved for modernization and expansion. It is anticipated that healthcare employment will grow as well due to recently approved projects, proximity to Saint Barnabas Medical Center and expansion of existing healthcare facilities.

V. TOTAL OBLIGATION FROM PRIOR ROUNDS

A. Rehabilitation Share

West Orange has a 305- unit rehabilitation obligation.

B. Total Obligation from Prior Rounds

West Orange has a total obligation from Prior Rounds of 226 units.

VI. PROSPECTIVE NEED OBLIGATION

West Orange has a 954- unit Third Round Obligation from 1999 through 2025. The 954 was reduced to a realistic development potential (RDP) of 421 units due to a vacant land adjustment.

FAIR SHARE PLAN

**WEST ORANGE TOWNSHIP
ESSEX COUNTY**

Adopted: November 17, 2020

I. PREFACE

A municipality's affordable housing obligation is cumulative and includes affordable housing need for the period 1987 to 2025. The affordable housing obligation consists of three components:

- Rehabilitation Obligation
- Prior Round Obligation (1987-1999)
- Gap (1999-2015) + Prospective Need (2015-2025) or Round 3 Obligation

A municipality's Rehabilitation Obligation is a measure of old, crowded, deficient housing that is occupied by low- and moderate-income households. Rehabilitation Obligation numbers from each prior round are replaced with the latest round number because the numbers are updated with each decennial census. A municipality may receive credit for rehabilitation of low- and moderate-income deficient housing units completed after April 1, 2010 provided the units were rehabilitated up to the applicable code standard, the average capital cost spent on rehabilitating the units was at least \$10,000 and the units have the appropriate controls on affordability to ensure that the units remain affordable during the required period of time. Rehabilitation credits cannot exceed the Rehabilitation Obligation, and can only be credited against the Rehabilitation Obligation. Such credits cannot be counted as new construction affordable housing credits.

The Prior Round Obligation is the municipal new construction obligation from 1987 to 1999. Prior Round obligations were calculated by COAH, and the last numbers calculated by COAH for the Prior Round have been accepted in settlement agreements between FSHC and municipalities across the state. Credits, reductions and adjustments may still be applied against the Prior Round Obligation (1987-1999) for affordable housing activity undertaken from 1980 to 1999.

The Round 3 Obligation covers the period from 1999 to 2025.

All of the Affordable Housing Obligations in this Housing Element and Fair Share Plan were negotiated and agreed upon in the Court- approved FSHC Settlement Agreement.

II. WEST ORANGE TOWNSHIP'S AFFORDABLE HOUSING OBLIGATIONS

Per the agreed upon affordable housing obligations in the FSHC Settlement Agreement, West Orange's Affordable Housing Obligations are as follows:

Township Of West Orange Affordable Housing Obligations	
Rehabilitation Obligation	305
Prior Round Obligation	226
Gap + Prospective Need or Round 3 Obligation	954

III. SATISFACTION OF WEST ORANGE'S REHABILITATION OBLIGATION

The Township has a Rehabilitation Obligation of 305 units. West Orange has contracted with Community Action Services (CAS) to administer a rehabilitation program for both owners and renters. The program is funded through the Township's Affordable Housing Trust Fund. The contract with CAS and completed rehabilitation from 2010 to the present are in Exhibit A. To date, 53 deficient housing units have been rehabilitated since 2010.

West Orange also participates in the Essex County Home Improvement Program. To date, 17 homes have been rehabilitated since 2010.

IV. ADDRESSING WEST ORANGE'S PRIOR ROUND OBLIGATION

As per the terms of the FSHC Settlement Agreement, West Orange Township's Prior Round Obligation is 226 units.

A. Rental Obligation and Rental Bonuses

The rental component is calculated as follows:

$$.25 \text{ (prior round obligation)}$$

$$.25 (226)$$

$$.25 (226) = 57$$

Therefore, West Orange Township has a rental obligation of 57 units.

The maximum number of units for which a municipality may receive rental bonuses is also calculated in the formula above. One bonus is granted for family rental units and a 0.33 bonus is granted for age-restricted units.

B. Maximum Age-restricted Units.

A municipality may receive credit for age-restricted units according to the following formula:

$$.25 \text{ (prior round obligation)}$$

$$.25 (226)$$

$$.25 (226) = 56$$

Based on this formula, West Orange Township is eligible to age-restrict up to 56 units.

C. Site Suitability Analysis.

Pursuant to N.J.A.C. 5:93-1.3, sites that are designated to produce affordable housing shall be available, approvable, developable and suitable according to the following criteria:

- “Available site” means a site with clear title, free of encumbrances which preclude development for low and moderate income housing. N.J.A.C. 5:93-1.3.
- “Approvable site” means a site that may be developed for low and moderate income housing in a manner consistent with the rules or regulations of agencies with jurisdiction over the site. A site may be approvable although not currently zoned for low and moderate income housing.
- “Developable site” means a site that has access to appropriate water and sewer infrastructure, and is consistent with the applicable area wide water quality management plan (including the wastewater plan), or is included in an amendment to the area wide water quality management plan submitted to and under review by the DEP.
- “Suitable site” means a site that is adjacent to compatible land uses, has access to appropriate streets and is consistent with the environmental policies delineated in N.J.A.C. 5:93-4.

In addition to the above qualifications, it is also sound planning for sites to be consistent with the State Development and Redevelopment Plan. Sites that are located in Planning Area 1: Metropolitan or Planning Area 2: Suburban of the State Development and Redevelopment Plan, or are located in an existing sewer service area, are the preferred location for municipalities to address their fair share obligations. All of the sites in this Housing Element and Fair Share Plan are located in State Planning Area 1.

D. Implementation

West Orange Township’s second round Housing Element and Fair Share Plan received substantive certification on October 11, 1995 for a 226-unit obligation.

The Chart below illustrates the compliance methods:

Name of Development	# of Units	Bonus	Total	Status
Degnan House (age-restricted)	10	0	10	Completed
Federation Plaza (age-restricted)	92	0	92	Completed
Wedgewood Avenue (supportive housing)	2 bedrooms	2	4	Completed
30-32 Kingsley (supportive housing)	8 bedrooms	0	8	Completed
4 Marmon Terrace (supportive housing)	6 bedrooms	6	12	Completed
Merrywood Drive (supportive housing)	5 bedrooms	5	10	Completed

PRISM Redevelopment (family rental)	44	44	88	Phase 1 is completed; Phase 2 is approved w/ redeveloper's agreement in place
Habitat for Humanity (family for-sale)	2	0	2	Completed
Total	169	57	226	-

1. Degnan House (Block 113.01, Lot 27.01) is a very low income senior citizen rental complex that was funded by the Section 202 Program. There are a total of 62 apartments in the building. However, only 10 were occupied after April 1, 1980 and thus eligible for credit. Exhibit B.
2. Federation Plaza (Block 165, Lot 16) is also an age-restricted complex that was funded by the Section 202 Program. There are a total of 134 senior units that opened in December 1980. Ninety-two will address the Prior Round and the balance, 42, will address the Third Round Obligation. Exhibit C.
3. 4 Wedgewood Avenue is a four bedroom group home that is owned and operated by the ARC of Essex County. Two of the bedrooms will be credited towards the Prior Round. The home opened in 1984. Exhibit D.
4. 30-32 Kingsley is an eight bedrooms group home that is owned and operated by the Easter Seal Society of New Jersey. The home opened in 1992. Exhibit E.
5. 1 Marmon Terrace is a six bedroom group home that is owned and operated by the ARC of Essex County. The home opened in 1992. Exhibit F.
6. 2 Merrywood Drive is a five bedroom group home that is owned and operated by the Developmental Disabilities Association. The group home opened in 1998. Exhibit G.
7. Prism Green Associates IV, LLC (Block 64, Lot 22) (PRISM) is a redevelopment site that will contain a total of 296 units in Phase 2 including 44 affordable family rentals. The Redevelopment Agreement provides for a 50-year deed restriction on the 44 units. In addition to the 44 affordable family rentals, PRISM funded the four bedroom group home at St. Cloud for a total of 48 affordable units. The development will occur in phases. Phase 1 is completed and Phase 2 is approved with an Amended and Restated Redevelopment Agreement, dated June 1, 2018. The site is available in that it has clear title and is owned by Prism Green Associates, IV, LLC. The site is approvable in that there is an executed Redevelopment Agreement in place and Phase 1 has already been completed. The site is developable in that it has access to public water and sewer. The site is suitable in that it is in a mixed-use area with both residential and commercial uses. Access is from Charles Street and the site is located on a public bus route. Exhibit H.

7. Habitat for Humanity Newark Inc. has two for-sale family units located at 112 Whittlesey Avenue, Unit 1 and Unit 2. The first home was occupied in 2007 and the second in 2013. A copy of the deed restrictions is in Exhibit I..
8. West Orange is claiming 57 rental bonuses.

IV. ADDRESSING WEST ORANGE'S ROUND 3 OBLIGATION

It should be noted that West Orange received Third Round substantive certification from COAH on December 9, 2009. That certification was subsequently invalidated.

As per the terms of the FSHC Settlement Agreement, the Township's Round 3 (1999-2025) Obligation is 421 units as the result of a vacant land adjustment (VLA). The initial obligation was 954 units. However, with the VLA, the realistic development potential (RDP) became 421 units. West Orange has a 533 unit unmet need. Exhibit J.

Round 3 caps are as follows:

1. Age Restricted Cap = 105
2. Rental Obligation = 106
3. Rental Bonus Cap = 106

West Orange intends to address this obligation with the following:

Name of Development	# of Units	Bonus	Total	Status
Federation Plaza (age-restricted)	42	0	42	Completed
Wedgewood Avenue (supportive housing)	2	0	2	Completed
Dogwood Drive (supportive housing)	4	0	4	Completed
Pleasant Valley Way (supportive housing)	6	0	6	Completed
Washington Street (family rental)	3	0	3	Completed
152 Main Street (family rental)	3	0	3	Completed
158 Main Street (family rental)	3	0	3	Completed
St. Cloud- Prism (supportive housing)	4	0	4	Completed
Forest Avenue (supportive housing)	4	0	4	Completed
Valley Road Residential (family rental)	55	55	110	Completed
West Essex Highlands (family rental)	100	51	151	Developer's Agreement finalized
Selecto Flash (family rental)	17	0	17	Redevelopment Plan; pending developer's agreement
Executive Drive Block 155, Lot 40.03 (family rental) Rooney Circle: vacant	23	0	23	Redevelopment Plan; pending developer's

				agreement
Executive Drive Block 155, Lot 40.02 and 42.02 (family rental) 100 and 200 Executive Drive	64	0	64	Planning Board approval; pending developer's agreement
Library Site/West Orange Senior Housing	17 (of 64)	0	17	Planning Board Resolution; awarded tax credits
	347	106	453	--

1. Federation Plaza- As discussed in the Prior Round, 42 of the 134 senior rentals will be credited towards the Third Round.
2. Wedgewood Avenue- As discussed in the Prior Round, two of the four bedrooms will be credited towards the Third Round.
3. Dogwood Drive is a four bedroom group home that is owned and operated by Project Live. The home opened in 1998. Exhibit K.
4. Pleasant Valley Way is a six bedroom group home that is owned and operated by Cerebral Palsey of North Jersey. The home opened in 1997. Exhibit L.
5. 39 Washington Street is a three unit affordable rental project that is owned and operated by RPM. The triplex opened in 2007. Exhibit M.
6. 152 Main Street is a three unit affordable rental complex that is owned and operated by RPM. The triplex opened in 2007 Exhibit N.
7. 158 Main Street is also a three unit affordable rental complex that is owned and operated by RPM. The triplex opened in 2007. Exhibit O.
8. St. Cloud is a four bedroom group home that was funded by PRISM as part of its affordable housing obligation. The home is owned and operated by Our House. The home opened in 2009. Exhibit P.
9. Forest Avenue is a four bedroom group home that is also owned and operated by Our Home. The Township contributed \$250,000 from its Affordable Housing Trust Account. The home opened in 2013. Exhibit Q.
10. Valley Road Residential (Block 9, Lot 1.01) is a 100 unit mixed- income development that contains 55 affordable family rental units and 45 market rate units. The project was the recipient of the Nine Percent Federal Low Income Tax Credit Program. Valley Road Residential Urban Renewal LLC is the owner and sponsor. All units are completed and occupied. West Orange contributed \$3 million from its Affordable Housing Trust Fund to make the development financially feaseible. The development opened in 2020. Exhibit R.

11. West Essex Highlands (Block 179, Lot 32) (WEH) will contain 496 family rentals including 100 affordable family rentals. There is an executed Settlement Agreement that contains a Concept Plan, Zoning Amendment, Design Terms and Conditions and West Essex Highlands Condominium Association (association) Terms and Conditions. Numerous mediation sessions occurred with both WEH, the Township and the association. The agreement is the result of those sessions.

The site is available in that it is owned by West Essex Highlands, Inc. The site is approvable in that there is an executed Settlement Agreement in place that contains the proposed rezoning. The site is developable in that it has access to public water from the New Jersey American Water Company and sewer from West Orange. The site is suitable in that it is surrounded by residential uses and has Warner Road as the primary access. Exhibit S.

12. Selecto Flash (Block 9, Lot 35 and Block 7, Lot 22) is the focus of a redevelopment plan known as the Central Avenue Redevelopment Area Plan and an Interim Redevelopment Agreement. The site is comprised of six lots. One of these is adjacent to the Harvard Press Redevelopment Area and the other five are in the vicinity. All but one of these lots is located between Central Avenue and Mitchell Street to the west of the Harvard Press site. The sixth lot is located on the south side of Mitchell Street and the east side of Tompkins Street. In 2016, these tax parcels were determined to be in need of redevelopment. A redevelopment plan was adopted by the Township Council in January 2017. The plan is consistent with other planning efforts in the vicinity in West Orange and Orange, and takes advantage of proximity to the Highland Avenue railroad station. The Township has rezoned this property to permit up to 111 residential units including a 15 percent set-aside for 17 affordable family rental units that may be provided off site on a municipally-owned lot on Tompkins Street. The site is available in that it is owned by West Orange Township. The site is approvable in that the zoning is in place. The site is developable in that it has access to public water from the New Jersey American Water Company and sewer from West Oranger. The site is suitable in that it is surrounded by adjacent multi-family residences, commercial uses and single family homes. Access is from Central Avenue and Mitchell Street. Exhibit T.

13. & 14. Essex Green Executive Drive Redevelopment Area (Block 155, Lots 40.02, 40.03, 40.04, 41.02, 42.02). There are three specific areas consisting of five parcels. However, only two parcels are included for redevelopment. The area was deemed to be an Area in Need of Redevelopment in January 2018. Redevelopment plans were adopted for two areas in 2018 and 2019. However, on September 11, 2020, that designation was recently overturned by the Appellate Division ("Appellate Division Decision") and a new redevelopment study is being prepared and will be considered before the Planning Board on November 18 and 19, 2020.

Before the Appellate Division Decision, one site, Block 155, Lots 40.02 and 42.02 known as 100 and 200 Executive Drive had been approved by the Planning Board for a total of 425 units of which 64 will be affordable family rentals. The site also received planning board approval on June 25, 2020 for a multi-family residential development.

Depending on the Planning Board consideration of the new redevelopment study and the Township Council's decision regarding the Planning Board recommendation, a new redevelopment plan will need to be considered.

Block 155, Lot 40.03, known as Rooney Circle is vacant land and is proposed to provide up to 123 residential units including 23 affordable family rentals on a 4.72 acre vacant tract. Although the Rooney Circle site is in the June 2019 redevelopment plan, there is no development application for this site. As a result, the Rooney Circle site will be zoned accordingly. The site is available in that it is owned by CLPF Essex Green, LLC c/o Clarion Partners. The site is approvable in that there is proposed new zoning for the site that will include up to 123 residential units including 23 affordable family rentals. The site is developable in that it has access to public water from the New Jersey American Water Company and sewer from West Orange. The site is suitable in that it is surrounded by mixed uses of office, hotel and residential. The site has access from Rooney Circle. The site is vacant and has no constraints other than steep slopes which do not impede development. Exhibit U.

15. 46 Mount Pleasant Avenue Redevelopment Area /West Orange Senior Housing/ Library Site (Block 68, Lot 1) This area consists of one tax lot on which the West Orange Public Library is located and a portion of the Township's public street that is used as a parking lot. A redevelopment plan for the area known as 46 Mount Pleasant Redevelopment Area was adopted in July 2019. However, the Designation of an Area in Need of Redevelopment was appealed and the trial court ruled in favor of the Township. Regardless, the case was appealed and an accelerated hearing is being requested before the Appellate Division. It is noted that the redevelopment area only includes a portion of the Township properties in this area. The site received an award of Nine Percent Federal Low Income Tax Credits and, once constructed, will yield 64 age-restricted, 100 percent affordable rental units. Five of the units will be age-restricted, permanent supportive housing for the homeless. The Township may only apply 17 of these 64 credits towards its Third Round RDP because of the age-restricted cap. The balance, 47 units, will be applied towards unmet need.

The site is owned by West Orange Township. The site is approvable in that there is an approved redevelopment plan in place in addition to sufficient funding to make the project financially feasible. The housing will consist of a four-story elevator building with 61 one-bedroom units, three- two bedroom units, and one superintendent apartment. Thirty-two units will be affordable to households at 60 percent of median income; 23 will be affordable to households at 50 percent of median income; four will be affordable at 30 percent of median income and five supportive units will be affordable at 20 percent of median income. Catholic Charities of the Archdiocese of Newark will be the social service provider with the Alpert Group LLC as the administrative agent. A proforma was prepared for the tax credit application. The development will include age-friendly features to promote aging in place such as on-site transportation, participation in The Services for Independent Living Program, a private room for an on-site health provider and an exercise room. The site is suitable in that it is situated in the Central Business District adjacent to Town Hall, the police facility and other senior apartments. Along Mt. Pleasant Avenue and Main Street there is a mix of

offices, retails and other commercial. The site has access from Mt. Pleasant Avenue. The site is developable in that there is a planning board resolution of August 7, 2019. Construction is to begin in 2022. Exhibit W.

V. Additional Compliance Mechanisms

As stated above, the RDP of 421 units subtracted from the Third Round Obligation of 954 units, results in an unmet need of 533 units. The unmet need is further reduced by 54 existing age-restricted units at Woodland Valley Senior Homes, the remaining 47 units of credit from the Library site and the 32 surplus units that West Orange has included in addressing the RDP. As a result, the Township's remaining unmet need is 397 units. As per the terms and conditions of the FSHC Settlement Agreement, the Township is utilizing the following mechanisms to address unmet need:

1. K-Mart/Whole Foods Shopping Center (Block 152.01, Lots 1445 and 1445.05) Located at the corner of Eagle Rock and Prospect Avenues, the lot is 32.32 acres and is currently zoned P-C Planned Commercial. West Orange Plaza is the current owner. West Orange will place a mixed-use overlay zone permitting commercial/retail on the first floor and up to three stories of residential above. The residential density will permit up to 16 du/acre and require a 20 percent set-aside. Exhibit X; Adopted 10/20/2020.
2. Mayfair Farms Site (Block 152.01, Lot 1445.01) Located at 481 Eagle Rock Avenue, the lot contains 11.07 acres and is currently zoned B-2 Business. West Orange will place a mixed-use overlay zone on the site permitting commercial/retail on the first floor and up to three stories of residential above. West Orange will place overlay zoning of up to 16 du/acre with a 20 percent set-aside on the site. Exhibit X; Adopted 10/20/2020.
3. Redwood (Block 151, Lot 33) Located at 200 Pleasant Valley Way, the lot contains 5.91 acres and is currently zoned R-2 Single Family Residential. Redwood LLC, C/o Pagano Real Estate is the current owner. West Orange has placed overlay zoning permitting up to 142 total units at 24 du/acre with a 20 percent set-aside on the site. The set-aside may either include 28 on-site affordable units and a payment in lieu of \$59,473.20 or 29 on-site affordable units. Exhibit Y; Adopted 10/20/2020.
4. Mandatory Set-Aside Ordinance- The Township has adopted an ordinance requiring a mandatory affordable housing set-aside for all new multifamily residential developments of five units or more. The set-aside for rental and for sale developments will be 20 percent. The provisions of the ordinance will not apply to residential expansions, additions, renovations, replacements, or any other type of residential development that does not result in a net increase in the number of dwellings of five or more units. Exhibit DD; Adopted 10/20/2020.

In addition to the above, West Orange has identified the following areas where affordable housing may be produced in the future.

1. 10 Rooney Circle (Block 155, Lot 41.02) Located at 10 Rooney Circle, the lot contains 5.2 acres and is in the Essex Green Redevelopment Area. West Orange Office Executive Park is the current owner. The Township is currently in negotiations with the landowner concerning the future use of the site. By February 3, 2022, (18 months from the Court's approval of the Settlement Agreement with FSHC) the Township will inform the special master and FSHC as to the future use of the site. If the future use is residential, West Orange will place overlay zoning permitting up to 16 du/acre and a 20 percent set-aside.

Rock Spring Golf Course (Block 160, Lot 10) The Township has recently purchased this 138-acre golf course that it intends to initially continue its use as a golf course. The Township has contracted with a golf course consulting company to operate Rock Spring as a golf course for the next 22 months in order to establish its continuing viability as an 18-hole course which may be extended. In the event that the golf course is found not to be viable as an 18-hole golf course, but is viable as a nine-hole golf course, the Township will rezone a portion of the property to provide residential zoning permitting at least 150 dwelling units including a 20 percent affordable housing set-aside for at least 30 units. The Township will provide FSHC with notice of its intentions for the future use of this site by July 1, 2021 or sooner if a decision is made prior to that date. At this time the golf course will not generate any RDP but will be evaluated for RDP purposes at the time of notice of decision.

VI. Additional Requirements

1. **Thirteen Percent Requirement.** The Township will require 13 percent of all affordable units, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being available to families. West Orange will comply as follows:

Affordable Housing Units Created after 7/1/2008	# of Units
Valley Road Residential	55
West Essex Highlands	100
Executive Drive Redevelopment Area (B:155, L:40.02, 40.03)	108
PRISM Redevelopment	44
Selecto Flash	17
Forest Ave Group Home	4
St. Cloud Group Home	4
Total	332
Minimum VLI Required (13% of Total)	43
Minimum Family VLI Units (50% of Total VLI)	22
PRISM	6

Valley Road Residential	7
West Essex Highlands	13
Executive Drive Redevelopment Area	14
Selecto Flash	2
St. Cloud- supportive housing	4
Forest Avenue- supportive housing	4
Total VLI	50
Total Family VLI	42

The Township will also require 13 percent of any affordable units produced from any additional sites other than those discussed previously to be very low income units.

2. Low Income Requirements- For the Third Round low- moderate income split, West Orange has exceeded the low /moderate income split. The Fair Share Plan contains 347 affordable units of which 202 are low income units.

3. Rental Requirement/Family Requirement- West Orange has a rental obligation of 106 units. All of the affordable units are rental units and 268 units are for families.

4.Age-Restricted Cap- West Orange has not exceeded the 25 percent age- restricted cap requirement.

VII. Consideration of Sites Not in the Plan

As is required by the Fair Housing Act, the Township considered all sites offered by developers for the construction of affordable housing. All of the sites have been included in the plan.

VIII. Affirmative Marketing Plan

West Orange has amended its Affirmative Marketing Plan and added to the list of community and regional organizations the FSHC, New Jersey State Conference of the NAACP, Latino Action Network, East Orange NAACP, Newark NAACP, Morris County NAACP, Elizabeth NAACP and the Supportive Housing Association. Exhibit Z.

IX. Spending Plan

An amended Spending Plan is in Exhibit AA.

X. Administrative Agent

The Resolution naming the Administrative Agent is in Exhibit BB.

XI. Municipal Housing Liaison

The Resolution appointing the Municipl Housing Liaison is in Exhibit CC.

XII. Affordable Housing Ordinance and Mandatory Set-aside Ordinance

Au updated Affordable Housing Ordinance including a Mandatory Set-aside Ordinance is in Exhibit DD; Adopted 10/20/2020

XIII. Resolution of Intent To Bond for any Shortfall

A Resolution of Intent To Bond for any Shortfall is in Exhibit EE.

18-21
January 26, 2021

**RESOLUTION DESIGNATING OFFICIAL NEWSPAPERS
FOR THE TOWNSHIP OF WEST ORANGE**

BE IT RESOLVED by the Township Council of the Township of West Orange, in the County of Essex, that the following newspapers be deemed as the “Official” newspapers for the year 2021:

WEST ORANGE CHRONICLE
THE STAR LEDGER

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

Cindy Matute-Brown
Council President

Adopted : January 26, 2021

RESOLUTION

WHEREAS, the New Jersey State Statutes Annotated provide at Title 54 that the municipality may charge a six (6%) percent penalty with regard to any unpaid taxes at the end of the calendar year; and

WHEREAS, the 6% penalty is aimed at obtaining full payment of all outstanding taxes and is separate and apart from interest which accrues pursuant to statute at a rate of eighteen (18%) percent; and

WHEREAS, various New Jersey and Federal declarations of a major declaration throughout New Jersey have been made and continue since the onset of the global COVID 19 pandemic; and

WHEREAS, the Township has a right in its discretion to waive the 6% default penalty for calendar year 2020; and

WHEREAS, the Township still requires collection of all outstanding real estate taxes plus interest at the statutory rate of 18%; and

WHEREAS, the Mayor has recommended to the Township Council that it consider this one-time deferral of the 6% default penalty for taxes that were unpaid as of December 31, 2020; and

WHEREAS, pursuant to N.J.S.A. 54:4-99, the governing body of a municipality may make such abatement, revision, alteration, adjustment, and settlement of any past due taxes, assessments and other municipal charges as it deems equitable and just and in the best interests of the municipality;

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township shall not assess a 6% default penalty on unpaid real estate taxes due as of December 31, 2020; provided, however, that interest shall continue to accrue at the statutory rate of 18% per annum and that the adoption of this Resolution shall not affect penalties which have previously been assessed or future penalties which shall be due with regard to failure to pay taxes in 2021 and any periods thereafter. A copy of this Resolution shall be forwarded by the Municipal Clerk to the Division of Local Government Services in the Department of Community Affairs.

Karen Carnevale, R.M.C.
Municipal Clerk

Cindy Matute-Brown
Council President

Adopted: January 26, 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.

WHEREAS, the Township by Resolution 7-21 dated January 5, 2021 adopted a Priority List of five projects for Program Year 2021; and

WEHREAS, subsequent to the adoption of the Priority List and prior to the filing deadline of January 8, 2021 with Essex County a sixth application was submitted; and

WHEREAS, the Township supports this application and desires to amend the Priority List for 2021.

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, revised January 20, 2021 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.
President
Municipal Clerk

Cindy Matute – Brown, Council

Adopted: January 26, 2021

TOWNSHIP OF WEST ORANGE
COMMUNITY DEVELOPMENT BLOCK GRANTS
APPLICATION FOR 2021
PRIORITY LIST - REVISED JANUARY 20, 2021

1	Main Street Counseling Center - Expanding Mental Health	\$ 25,000.00
2	Bethany Center for Champions - Outreach for At-Risk Youth	\$ 75,000.00
3	Joy of God Church, Building Rehabilitation 446 Northfield Avenue	\$ 60,000.00
4	Ashwood Terrace and William Street (Franklin Avenue to Edison Middle School) Road Reconstruction	\$ 143,000.00
5	Kingsley Street Road Reconstruction	\$ 114,000.00
6	Wheeler Street Road and Sanitary Sewer Reconstruction	\$ 345,000.00
TOTAL		\$762,000.00

29-Dec-20

RESOLUTION

WHEREAS, N.J.S.A. 40:8A-1, *et seq.* permits interlocal services agreements between government entities and encourages government entities to enter into contracts for the joint provision of services within their jurisdiction; and

WHEREAS, the Town of Dover (“Dover”) does not currently have a chief financial officer; and

WHEREAS, the current Chief Financial Officer for the Township of West Orange (“Township”), John Gross, possesses the requisite certification, skill and knowledge to perform such services; and

WHEREAS, Dover has requested that the Township permit Mr. Gross to provide certain CFO duties to Dover; and

WHEREAS, Dover has approved the Interlocal Services Agreement (“Agreement”) annexed hereto as **Exhibit “A”**; and

WHEREAS, pursuant to the Agreement, Dover shall pay the Township the sum of \$65,000 per annum with certain increases in the amount of two (2%) percent per annum for the length of this Agreement; and

WHEREAS, from the Dover stipend, the Township shall increase the CFO’s salary by \$40,000 per annum and keep the balance for administrative services; and

WHEREAS, Mr. Gross has indicated he will ensure that all of his responsibilities to the Township will continue to be performed diligently and without any sacrifice or compromise as a result of the proposed Agreement; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to enter into the Interlocal Services Agreement with the Town of Dover, annexed hereto as **Exhibit “A”**, and the Municipal Clerk be and is hereby authorized to attest to the Mayor’s signature; and

BE IT FURTHER RESOLVED that a copy of this Resolution and Interlocal Services Agreement shall be made available in the Municipal Clerk’s Office and provided to the Division of Local Government Services in the Department of Community Affairs.

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

Cindy Matute-Brown
Council President

Adopted: January 26, 2021

INTERLOCAL SERVICES AGREEMENT
BETWEEN
THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY
OF ESSEX, NEW JERSEY AND
THE TOWN OF DOVER, IN THE
COUNTY OF MORRIS, NEW JERSEY
PROVIDING FOR FINANCIAL SERVICES

Dated as of January 1, 2021

INTERLOCAL SERVICES AGREEMENT

This INTERLOCAL SERVICES AGREEMENT (this "Agreement") between the Township of West Orange, in the County of Essex, New Jersey, a municipal corporation of the State of New Jersey (the "Township"), and the Town of Dover in the County of Morris, New Jersey, a municipal corporation of the State of New Jersey ("Dover") with offices located at 37 North Sussex St., Dover, New Jersey, effective January 1, 2021.

WITNESSETH:

WHEREAS, the Township and Dover have determined that it is in the best interests of the Township, Dover and the residents thereof for the Township and Dover to jointly provide for certain Financial Services (the "Work"); and

WHEREAS, the cost of the work to Dover has been agreed upon to be \$65,000.00 annually; and

WHEREAS, the Township and Dover desire to set forth certain terms and conditions relating to the Work, the time frame, and the terms of payment by Dover for its cost of the Work; and

WHEREAS, the Interlocal Services Act, N.J.S.A. 40:8A-1, *et seq.* authorizes and encourages municipalities to enter into contracts for the joint provision within their jurisdiction of any service that either party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, municipalities are expressly authorized to work together for the provision of municipal services; and

WHEREAS, it is in the best interests of the citizens of the Township and Dover work together through this Interlocal Services Agreement to implement the Work for the benefit of each respective community; and

WHEREAS, the Township has approved the execution of this Agreement by resolution adopted on January __, 2021, and Dover has approved the execution of this Agreement by resolution adopted on January __, 2021;

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. The Township and Dover will act together in accordance with this Agreement to implement the Work for a total cost of \$65,000.00 to Dover for the first year and to be escalated by two percent (2%) annual per year that this agreement remains in effect. These payments from Dover will be due to the Township in four (4) equal payments one January 15th, April 15th, July 15th and October 15th of each year this agreement remains in force to finance the cost of the Work. In the event the 15th of the month shall fall on a weekend or Holiday, the payment shall be due on the next business day. Any payments made in accordance with this provision shall be deemed timely for the purposes of this Agreement.

Section 2. The Township will provide its Certified Municipal Finance Official and Chief Financial Officer to Dover for appointment as the Dover Chief Financial Officer/Treasurer to administer the responsibilities for Dover as specified in N.J.S.A. 40A:9-140.10 and Dover Code §2-14 to 15 through remote, virtual, or onsite means.

Section 3. The Work, as specified in Section 4 herein, will be performed by the Dover Finance Office staff as managed by the Chief Financial Officer and other professionals, such as Bond Counsel, Finance Advisors, Auditor, Budget Consultant, Forensic Auditor, and others. The Finance Office staff shall include, at the minimum, one (1) Assistant Finance Officer/Treasurer, one (1) Administrative Payroll Clerk and one (1) Accounts Payable Clerk. In the event an employee who holds any of those titles shall no longer be in the employ of Dover, Dover shall make every effort to fill the position as quickly as possible. While the search is active, Dover shall neither be required to hire an “interim” but may do so at its discretion. Dover shall not be deemed in breach of this provision in the event an employee leaves employment with Dover, provided that Dover is seeking a replacement in good faith.

Section 4. The Work to be performed by the Chief Financial Officer shall include the management of the Finance Department to accomplish the objectives specified in N.J.S.A. 40A:9-140.10 and Dover Code §2-14 to 15. The Chief Financial officer will also provide the necessary data, review for accuracy and execute statutory documents prepared by other professionals such as the Annual Finance Statement, Annual Debt Statement, Annual Municipal Budget Document, Annual Audit and others.

Section 5. Should Dover request work outside the scope of this agreement from the Chief Financial Officer provided by the Township, Dover shall contract directly with Chief Financial Officer for such work.

Section 6. The Township and Dover agree to investigate further areas of cooperation to expand shared services for additional budgetary savings for both the Township and Dover. The parties will give serious consideration to submitting applications to the newly revived Local Efficiency Achievement Program (LEAP) grants due by February 26, 2021. Challenge Grants for investigating sharing other municipal processes (such as the Finance, Purchasing, Health, Tax Collection or other Departments) and Implementation Grants to fund coordination of systems facilitating savings will be considered by the parties.

Section 7. The parties agree this is an exclusive service agreement. The Chief Financial Officer may not provide similar services to municipal entities that are not a part of this Agreement without the express written approval of the parties.

Section 8. This Agreement is intended to incorporate the entire Agreement of the parties relating to the subject matter hereof. There are no prior or contemporaneous agreements, written or oral, which relate to the subject matter hereof, or which modify any of the terms of this writing. This writing supersedes all prior negotiations or agreements. This Agreement may not be modified, amended or changed in any respect except in writing signed by both parties and approved by the respective governing bodies of both parties.

Section 9. The provisions of this Agreement are severable. If any article, sentence, clause, or phrase shall be adjudged by a court of competent jurisdiction to be invalid, the decision shall not affect the validity of the remaining portions of the Agreement.

Section 10. The Township and Dover shall hold each other harmless against claims, demands, liabilities, damages, losses, costs, charges and any and all expenses, (including but not limited to, reasonable attorneys' fees) that either may incur or be subject to as a consequence directly or indirectly of any breach or nonperformance by either party of its obligations under this Agreement or by the willful or negligent act of either party in connection with such performance or nonperformance.

Section 11. The rights and the obligations under this Agreement shall not be assigned by either party without the written consent of the other.

Section 12. This Agreement shall remain in effect from January 1, 2021 through December 31, 2023.

Section 13. This Agreement shall be governed by the laws of the State of New Jersey. If either party defaults on its obligations herein, the other party may take whatever action is necessary and available under the laws of the State of New Jersey to enforce specific performance.

Section 14. Pursuant to N.J.S.A. 40A:65-7(5)(c), the Township is hereby designated as the General Agent. The Township shall file a fully executed copy of this Agreement with the New Jersey Department of Community Affairs as required pursuant to N.J.S.A. 40A:65-4(b).

Section 15. The parties signing below have been authorized by resolution adopted by the governing bodies of the Township and Dover to enter into this Agreement and sign on behalf of the respective parties.

IN WITNESS WHEREOF, the Township has caused this Agreement to be executed in its corporate name by its duly Authorized Representative, and Dover has caused this Agreement to be executed in its name by its duly Authorized Representative, not as of the date first above written but, on the date, set forth below.

[SEAL]

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

ATTEST:

By: _____

Date: _____

[SEAL]

TOWN OF DOVER, IN THE COUNTY
OF MORRIS, NEW JERSEY

ATTEST:

By: _____

Date: _____

22-21
January 26, 2021

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO REBATE PAYMENT TO THE
LISTED TAXPAYER PURSUANT TO FINAL JUDGMENT BY THE
TAX COURT OF NEW JERSEY**

WHEREAS, final judgment on tax appeals has been rendered by the Tax Court of New Jersey on the petitions of the taxpayers listed on the attached schedule reducing the assessment for the years stated;

WHEREAS, such judgment by merit of N.J.S.A. 54:3-27.2 shall be conclusive and binding upon the municipal assessor and taxing district;

NOW, THEREFORE BE IT RESOLVED by the West Orange Township Council that the Collector of Taxes and Treasurer of West Orange, be and they are hereby authorized, empowered and directed to cause to be paid or applied to the said taxpayers the sums in full and final satisfaction to tax rebates due:

LIST
ATTACHED

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

Cindy Matute-Brown, Council President

Introduced: January 26, 2021

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

John Gross, Chief Financial Officer

**RESOLUTION AWARDING A CONTRACT TO FERNO WASHINGTON INC.
THROUGH THE USE OF THE NPPGOV NATIONAL COOPERATIVE PURSUANT TO
N.J.S.A. 52:34-6.2**

WHEREAS, three of the West Orange Fire Departments patient stretchers are obsolete according to Federal compliance regulations. The replacement of this equipment will increase the safety and wellbeing of our firefighters and community members who are served; and

WHEREAS, the purchase of these new power lift cots through a national cooperative will provide a cost effective way to increase the safety of our firefighters, reduce risk of injury, and offer a significant long term cost savings for the WOFD's budget; and

WHEREAS, N.J.S.A. 52:34-6.2 authorizes contracting units to purchase goods or to contract for services through the use of a nationally recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process by another contracting unit with the State of New Jersey or within any other state, when available; and

WHEREAS, Ferno Washington Inc. through contract with National Purchasing Partners Gov (NPPGov); and

WHEREAS, the Township of West Orange, membership No.1935 has been a member since 2005; and

WHEREAS, the Purchasing Agent published on January 13, 2021 a Notice of Intent, pursuant to the Local Finance Notice 2012-10 to utilize the NPPGov Cooperative Contract No. PS20170 to purchase three Air Lift Cots, and provided a comment period to allow vendors a mechanism to provide alternate proposals; and

WHEREAS, there were no responses from other vendors; and

WHEREAS, the Township's Fire Department did due diligence comparing multiple companies for said equipment and recommends Ferno Washington Inc., located s the VCI Emergency Vehicle Specialists Company, located 70 Well Way, Willington, Ohio 45177, as the best company to meet the Fire Departments needs and budget (see Exhibit "A").

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

1. The Township shall receive from Ferno Washington Inc. all supplemental documentation which complies with the laws of the State of New Jersey for entities awarded a contract by a public entity.
2. The Township Purchasing Agent shall be authorized to enter into a contract on behalf of the Township and a purchase order issued.
3. The Township's Chief Financial Officer certifies sufficient funds are available for said procurement in the amount of \$53,821.48

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

Cindy Matute-Brown, Council President

Adopted: January 26, 2021

**I hereby certify funds are available from: Capital Account No. 03-2544-18-0100-020/
\$53,821.48**

John Gross, Chief Financial Officer

“ EXHIBIT A”

**Quote Prepared For Our Valued Customer:****West Orange Fire Department**

Account ID:

Quote #: 6149

Customer Contact:

Steven Coponi
(973) 325-4180

Billing Address:

West Orange Fire Department

415 VALLEY RD

WEST ORANGE, NJ

07052

Shipping Address:

West Orange Fire Department

415 VALLEY RD

WEST ORANGE, NJ

07052

Terms:

Valid Until: Dec 31, 2020 Freight Quote #:

Carrier: Truck

FOB Origin: TBD

Your Sales Representative is:**Jihra Gavilanes****j.gavilanes@ferno.com****Your Customer Service Contact is:****Rhonda Woodgeard****r.woodgeard@ferno.com****(877) 733-0911**

Quantity	Item #	Product	Customer Price
2	0015807	POWER X1 POWER X1	\$ 25,185.60
2	1408003	OPTION, SURFACE EXTENDER OPTION, SURFACE EXTENDER	\$ 3,276.80
2	1408014	OPTION, SAE, WITH ICS OPTION, SAE, WITH ICS	\$ 2,311.20
2	1408015	OPTION, WHEEL LOCK OPTION, WHEEL LOCK	\$ 1,109.76
2	0822482	STO-NET, LOAD FRAME POWER X1 STO-NET, LOAD FRAME	\$ 205.36
2	1408036	OPTION, WITH HEAD END O2	\$ 266.56

Hard Copy PO Required? ☐ Yes ☐ No

Approval: _____

Printed Name

Signature

Credit Card: _____

Secure Code: _____

Exp: _____

Comments: ***Freight cost is an estimate amount***

Subtotal: \$ 32,355.28**Sales Tax: \$ 0.00****Shipping Quote: \$ 280.00****Your Price: \$ 32,635.28**



Quote Prepared For Our Valued Customer:
West Orange Fire Department

Account ID:

Quote #: 10136

Customer Contact:

Billing Address:

Shipping Address:

Steven Coponi
(973) 325-4180

West Orange Fire Department

West Orange Fire Department

415 Valley Road

415 Valley Road

West Orange, NJ

West Orange, NJ

07052

07052

Terms:

Valid Until: Feb 28, 2021 Freight Quote #:

Carrier: TBD

FOB Origin: TBD

Your Sales Representative is:**Jihra Gavilanes****j.gavilanes@ferno.com****Your Customer Service Contact is:****Rhonda Woodgeard****r.woodgeard@ferno.com****(877) 733-0911**

Quantity	Item #	Product	Customer Price
1	0015807	POWER X1 POWER X1	\$ 12,592.80
1	1408003	OPTION, SURFACE EXTENDER OPTION, SURFACE EXTENDER	\$ 1,638.40
1	1408014	OPTION, SAE, WITH ICS OPTION, SAE, WITH ICS	\$ 1,155.60
1	1408015	OPTION, WHEEL LOCK OPTION, WHEEL LOCK	\$ 554.88
1	0822482	STO-NET, LOAD FRAME POWER X1 STO-NET, LOAD FRAME	\$ 102.68
1	0822485	O2 BOTTLE HOLDER KIT, HEAD END O2 BOTTLE HOLDER KIT, HEAD END	\$ 133.28

Hard Copy PO Required? ☐ Yes ☐ No

Approval: _____

Printed Name

Signature

Credit Card: _____

Secure Code: _____

Exp: _____

Comments:

Subtotal: \$ 16,177.64**Sales Tax: \$ 0.00****Shipping Quote: \$ 180.00****Your Price: \$ 16,357.64**



Quote Prepared For Our Valued Customer:
West Orange Fire Department

Account ID:

Quote #: 10109

Customer Contact:

Steven Coponi
(973) 325-4180

Billing Address:

West Orange Fire Department

415 Valley Road

West Orange, NJ

07052

Shipping Address:

West Orange Fire Department

415 Valley Road

West Orange, NJ

07052

Terms:

Valid Until: Dec 31, 2020 Freight Quote #:

Carrier: TBD

FOB Origin: TBD

Your Sales Representative is:**Jihra Gavilanes****j.gavilanes@ferno.com****Your Customer Service Contact is:****Rhonda Woodgeard****r.woodgeard@ferno.com****(877) 733-0911**

Quantity	Item #	Product	Customer Price
1	PROF1UFP	PRO F1 W/UFP	\$ 3,021.84

Hard Copy PO Required? ☐ Yes ☐ No

Approval: _____

Printed Name

Signature

Credit Card: _____

Secure Code: _____ Exp: _____

Subtotal: \$ 3,021.84**Sales Tax: \$ 0.00****Shipping Quote: \$ 0.00****Your Price: \$ 3,021.84**

Comments: ***Shipping and taxes are calculated at the time of purchase***

**Quote Prepared For Our Valued Customer:****West Orange Fire Department**

Account ID:

Quote #: 10137

Customer Contact:

Steven Coponi
(973) 325-4180

Billing Address:

West Orange Fire Department

415 Valley Road

West Orange, NJ

07052

Shipping Address:

West Orange Fire Department

415 Valley Road

West Orange, NJ

07052

Terms:

Valid Until: Feb 28, 2021 Freight Quote #:

Carrier: TBD

FOB Origin: TBD

Your Sales Representative is:**Jihra Gavilanes****j.gavilanes@ferno.com****Your Customer Service Contact is:****Rhonda Woodgeard****r.woodgeard@ferno.com****(877) 733-0911****Item Number****Product Name****Customer Price****Quantity****Total**

0822484

ENDURACHARGE BATTERY LI-ION

\$479.00

2

\$958

0822463

US 24V/36V CHARGER

\$424.36

2

\$848.72

Hard Copy PO Required? ☐ Yes ☐ No

Approval: _____

Printed Name

Signature

Credit Card: _____

Secure Code: _____

Exp: _____

Subtotal: \$ 1,806.72**Sales Tax: \$ 0.00****Shipping Quote: \$ 0.00****Your Price: \$ 1,806.72**Comments: *** Freight cost will be calculated at the
time of purchase***

24-21
January 26, 2021

**RESOLUTION AUTHORIZING THE COMPETITIVE CONTRACTING PROCESS
FOR VEHICLE MAINTENANCE AND REPAIR SERVICES**

This resolution will allow the Township to prepare a request for proposal in which the Competitive contracting methodology will be used according to State Statute. The proposal will be prepared with the ranking of criteria so an award can be made based on multiple factors.

WHEREAS, the Township of West Orange (Township) is seeking a provider to maintain and repair its vehicle and truck fleet; and

WHEREAS, the cost of these services will exceed the Township bid threshold; and

WHEREAS, under the Local Public Contracts Law N.J.S.A. 40A:11-4.1 competitive contracting may be used by local contracting units in lieu of the standard public bidding process for procurement of specialized goods and services where the price exceeds the bid threshold; and

WHEREAS, the Township meets the criteria of Local Public Contracts Law N.J.S.A. 40a:11-4.1.3 that allows the use of a methodology to rank and evaluate proposals received to not only secure the best price but the best service to suit the Townships needs.

NOW HEREBY BE IT RESOLVED, by the Council of the Township of West Orange, that Competitive Contract Process shall be initiated for the purpose of receiving proposals for the Maintenance and Repair of the Township Vehicle and Truck Fleet implemented by the Purchasing Agent and a select committee pursuant to the local public contracts law.

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

Cindy Matute-Brown, Council President

Introduced: January 26, 2021

**RESOLUTION TO UPGRADE THE 800 MHz RADIO
COMMUNICATION EQUIPMENT**

WHEREAS, the Township needs to replace non serviceable radio equipment to allow us to continue operating on the proprietary EDACS system until the remainder of the phased purchases are completed; and

WHEREAS, this equipment will be used by all emergency services within West Orange and allow interoperability with other public safety and emergency service agencies; and

WHEREAS, this equipment will allow West Orange the latest in technology to support its First responders and emergency personnel; and

WHEREAS, Eastern Communications, LTD. is a New Jersey State Contract vendor who will be the supplier for the L3Harris proprietary equipment through contract No. A83932 (see "Exhibit A"; and

WHEREAS, the Township of West Orange as a Local Government Unit, may without advertising for bids, purchase any goods or services under any contract for such goods or services entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury pursuant to the provision of N.J.S.A. 40A: 11-12.

NOW, THEREFORE BE IT RESOLVED by the Township of West Orange Council that the award to upgrade the Radio Equipment go to **Eastern Communications Ltd. 48-14 36TH Street, Long Island City, NY 11101 in the amount of \$998,997.20.**

BE IT FURTHER RESOLVED, that the Purchasing Agent is hereby authorized to arrange to pay for the foregoing in accordance with the terms of the Purchase Order on behalf of the Township of West Orange with funds approved by the Chief Financial Officer.

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

Cindy Matute-Brown, Council President

Introduced: January 26, 2021

I hereby certify funds to be available:

Account # 03-2610-20-0300-110 \$995,896.00

Account # 03-2610-20-0300-120 \$ 3,101.20

John O. Gross, Chief Financial Officer

“ EXHIBIT A ”

To: Nick Allegrino
 Communications Manager
 Township of West Orange
 66 Main Street
 West Orange, NJ 07052
 973-325-4006
 nickallegrino@wopcd.org

Quote Date 1/14/2021
 Quote # ECLQ320-1488
 Revision 2
 Quote Validity 30 Days
 Estimated Lead-Time TBD
 Payment Terms Net 30

Project

Township of West Orange - P25 Radio System Refresh Budgetary Estimate

Quoted By

Justin Caballero

Item	Description	Est Price
1	P25 Trunked Core - High Availability VIDA Essentials Core - Host Intrusion Detection System (HIDS), Anti-Virus (AV) and Firewall - System Terminal with Monitor	\$ 223,200.82
2	Symphony Dispatch Consoles - Redundant Dispatch Router & Switch - QTY (4) - Symphony Dispatch Console with Foundation Feature Set configured with: - Symphony PC, 22" Monitor, (2) Speakers, Footswitch, Desktop Mic, and Wired Headset - AES Encryption & Dynamic Cross Mute feature sets	\$ 112,372.90
3	BeOn w/ Location Mapping - BeOn Premier Server License - supports up to 500 Client Devices - Through the BeOn windows Client, users can view real-time location mapping for other BeOn users or GPS Enabled Land Mobile Radios - QTY 4 - BeOn Windows Client Licenses with AES encryption - QTY (50) BeOn Client Licenses with AES encryption (iOS or Android)	\$ 35,397.00
4	In-Band GPS Situational Awareness Status Aware Server licensed for up to 100 radios	No Charge
5	P25 Phase 2 Trunked Simulcast Equipment - QTY (2) - 5 CH, 800 MHz, P25 Trunked Phase 2 Simulcast Sites - Distributed Control Point Software and Licensing - GPS Timing and Synchronization Equipment	\$ 511,993.75
6	EDACS Migration Gateway Enables voice calls with Radio IDs and Emergencies to pass between EDACS and P25 systems.	\$ 63,479.20
7	Interoperability Gateway QTY (1) 4 Channel, Interop Gateway for interface to legacy conventional systems.	\$ 27,375.60
L3Harris P25 Equipment - Total		\$ 973,819.27
8	Miscellaneous Site Materials	\$ 50,000.00
9	Trunked Logging Recorder	\$ 35,597.08
10	Microwave Equipment - QTY (2) Hops - Microwave includes IP Ethernet and T1 interfaces - Network Manager for alarm reporting	\$ 32,630.85
Other Infrastructure Upgrades Total		\$ 118,227.93
11	Technical Services - Equipment Configuration, Test and Staging at Eastern Communications in Queens, NYC - Delivery of P25 equipment to West Orange, NJ for temporary storage. - Installation of Microwave system.	\$ 226,500.00
Services Total		\$ 226,500.00
TOTAL		\$ 1,318,547.20
Winter Incentive (Incentive End Date : February 28, 2021)		\$ (319,550.00)
FINAL TOTAL		\$ 998,997.20

Project

Township of West Orange - P25 Radio System Refresh Budgetary Estimate

Quoted By

Justin Caballero

Item	Description	Est Price
Notes / Assumptions		
1) Pricing is based on NJ State Contract.		
2) Pricing is provided for budgetary planning purposes and may change based on final design requirements.		
3) Eastern assumes existing antenna systems and combiners will be reused.		
4) Pricing does not include any backup power systems, antenna systems, shelters, site improvements, grounding, electrical work or tower improvements. These services can be provided after assessment of site conditions.		



Thank you for your business!
www.easterncommunications.com
48-14 36th Street, Long Island City, NY 11101, 718-729-2044

Proprietary and Confidential

26-21
January 26, 2021

**RESOLUTION
2013 Janitorial Services**

This resolution requests approval to extend existing contract for the Janitorial Services for year 2021.

WHEREAS, the Township of West Orange the year 2018 publicly bid for janitorial services and awarded the contract through Resolution 282-18 to Excellent Building Services Corp. to provide janitorial services for the following buildings: (1) West Orange Town Hall; (2) West Orange Police Building (3) West Orange Senior Health; (4) Department of Public Works/Engineering; (5) Department of Recreation; (6) Police Valley Road Sub Station; and (7) Washington Street Police Sub Station (collectively, the “Buildings”); and

WHEREAS, the Township is satisfied with the services performed by Excellent Buildings Services Corp. and as they are in agreement to maintain existing contract pricing for the Buildings in the amount of \$44,376.00 annually; and

WHEREAS, pursuant to the Local Public Contract Laws 40A:11-15, the Township is allowed to extend the initial two-year contract for an additional one-year period, not to exceed 36 months.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the Township of West Orange that the Janitorial Services contract for the year 2021 to be extended to Excellent Building Services Corp. (“Excellent”) located at 70 South Jefferson Street, Orange, NJ 07050 for \$44,376.00.

BE IT FURTHER RESOLVED, that the Chief Financial Officer is hereby authorized to arrange to pay for the foregoing in accordance with the terms of said Purchase Order on behalf of the Township of West Orange, with funds certified available.

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

Cindy Matute-Brown, Council President

Adopted: January 26, 2021

I hereby certify funds to be available:

Account: 01-2010-00-7101-071
\$44,376.00
Subject to 2021 budget approval

John O. Gross, Chief Financial Officer

**Resolution Appointing Panayiota Reynolds as Temporary Qualified Purchasing Agent
from February 1, 2021 to January 31, 2022**

WHEREAS, N.J.S.A. 40A: 11-9g provides that in the event of a vacancy in the position of Qualified Purchasing Agent, the governing body may appoint a person who does not possess a Qualified Purchasing Agent certificate to serve as a Temporary Purchasing Agent for one year commencing from the date of the vacancy and that that person may be reappointed as a Temporary Purchasing Agent for one additional year following the end of the first temporary appointment; and

WHEREAS, the position of Qualified Purchasing Agent (QPA) will be vacant due to the retirement of Anne DeSantis as of February 1, 2021; and

WHEREAS, the current Assistant Purchasing Agent, Panayiota Reynolds, has successfully completed all the necessary coursed to qualify to sit or the QPA examination; and

WHEREAS, the current Assistant Purchasing Agent, Panayiota Reynolds, will sit for the QPA exam once it has been scheduled yet a third time since being twice cancelled because of the COVID-19 Pandemic; and

WHEREAS, the Mayor recommends the Township's current Assistant Purchasing Agent, Panayiota Reynolds, be appointed as the Temporary Qualified Purchasing Agent for a one-year term beginning on February 1, 2021 and expiring January 31, 2022; and

WHEREAS, as Temporary Qualified Purchasing Agent, Panayiota Reynolds will be compensated in accordance with the Township Salary Ordinance for the position of Purchasing Agent; and

NOW, THEREFORE BE IT RESOLVED by the West Orange Township Council, County of Essex, State of New Jersey that:

1. Pursuant to N.J.S.A. 40A:11-9g, Panayiota Reynolds be and hereby is appointed as Temporary Qualified Purchasing Agent for a one-year term beginning on February 1, 2021 and expiring January 31,2022; and
2. This appointment maintains the Township of West Orange's bid threshold at \$44,000.00.

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

Cindy Matute-Brown, Council President

Adopted: January 26, 2021

**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
<i>Forest Avenue</i>	<i>Eagle Rock Avenue and Woodland Avenue</i>
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

Cindy Matute-Brown, 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.

**AN ORDINANCE AUTHORIZING THE OFFER BY PRIVATE SALE OF THE
PROPERTY AT BLOCK 175.13, LOT 3 ON THE TOWNSHIP OF WEST ORANGE
TAX MAP TO THE ADJACENT PROPERTY OWNERS PURSUANT TO THE
LOCAL LANDS AND BUILDINGS LAW**

WHEREAS, the Township of West Orange (the “Township”) is the owner of certain real property known as Block 175.13, Lot 3 on the Township of West Orange Tax Map (the “Property”), an undeveloped, undersized lot with no structures or capital improvements, and

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

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

WHEREAS, the Contiguous Owners are: (i) Rodelio Pecson and Jinna R. Paayas who own the property at Block 175.13, Lot 1 on the Tax Map of the Township of West Orange; and (ii) Yaffa Liebman who owns the property at Block 175.13, Lot 10 on the Tax Map of the Township of West Orange; and

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

WHEREAS, the Legal Department has drafted a letter notice (the “Letter Offer”) to the Contiguous Owners which provides them nineteen (19) days to advise whether they wish to exercise their right to prior refusal for the purchase of the Property at the Estimated Value, annexed hereto as Exhibit “A.”

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

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

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

Robert D. Parisi, Mayor

Cindy Matute-Brown, Council President

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

Introduced: January 26, 2021

Adopted: February 9, 2021

Legislative History

This Ordinance is adopted pursuant to the requirements of N.J.S.A. 40A:12-13(b)(5) of the Local Lands and Buildings Law which governs the private sale of undersized and undeveloped real property with no capital improvements owned by a municipality. N.J.S.A. 40A:12-13.2 requires that a municipality provide to the owners of contiguous properties the right to prior refusal to purchase. Thus, this Ordinance authorizes the commencement of the private sale of the real property located at Block 175.13, Lot 3 on the Township of West Orange Tax Map (the “Property”) by first allowing the Township to issue a letter notice to the owners of the properties contiguous to the Property the right to prior refusal to purchase to be exercise no later than nineteen days (19) days from the issuance of the notice. In consultation with the Township’s appraiser, the estimate fair market value of the Property is \$5,000 which is reflected in the letter notices.

Writer's Direct Dial: (973) 721-5039

Writer's Direct Fax: (973) 681-7333

rtrenk@msbnj.com

Client No. 27-0444

February 10, 2021

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

Rodelio Pecson and Jinna R. Paayas
25 Garfield Avenue
West Orange, New Jersey 07052

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

Yaffa Liebman
42 Hoover Avenue
West Orange, New Jersey 07052

**Re: Property Located at Block 175.13, Lot 3 on the Tax Map of the Township of
West Orange
Right to Prior Refusal
Response Required No Later than: March 1, 2021**

Dear Mr. Pecson, Ms. Paayas, and Mr. Liebman:

This office represents the Township of West Orange (the "Township"). The Township has adopted an Ordinance authorizing the private sale of the undersized and undeveloped property located at Block 175.13, Lot 3 on the Tax Map of the Township of West Orange (the "Property") pursuant to N.J.S.A. 40A:12-13(b)(5) of the Local Lands and Buildings Law. As the owner of the property contiguous to the Property you have a right to prior refusal pursuant to N.J.S.A. 40A:12-13.2 of the Local Lands and Buildings Law.

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

No later than March 1, 2021, please advise whether you wish to exercise your right to prior refusal as to the purchase of the Property.

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

Very truly yours,

Richard D. Trenk, Esq.

Enclosure

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

Exhibit “A”

Homeowner Return Address:

DEED RESTRICTION

This agreement is made on the _____ day of the Month of _____, year _____ between _____ (the Homeowner(s) and the Township of West Orange (the "Township")).

The agreement is for the property located at Block 175.13, Lot 3 on the Township of West Orange Tax Map (the "Property"), regarding the requirements and conditions associated with the sale of the Property. The current deed is recorded in Book _____, Page _____ or Instrument Number _____. This Covenant is to be recorded in the Essex County Register of Deeds and Mortgages.

Be advised that the aforesaid Property was sold pursuant to N.J.S.A. 40A:12-13.2 by way of an Agreement of Sale which includes the following condition:

(1) The Property shall not be merged or consolidated with the adjacent lot currently located at Block 175.13, Lot 4.

Be advised that failure to abide by the aforementioned conditions shall result in the reversion of title back to the Township.

Be advised that this deed restriction shall run with the land and shall be binding upon the Homeowners, tenants and any subsequent owners and tenants, their successors, heirs or assigns. Any lease of said specific parcels shall be subject to this restriction.

Be advised that the above represents enforceable conditions intended to be complied with in perpetuity.

IN WITNESS WHEREOF; the parties hereto have set their hands and seals on the day first written above.

Homeowner Signature

Please PRINT Homeowner Name

Homeowner Signature

Please PRINT Homeowner Name

STATE: New Jersey

COUNTY: _____

BE IT REMEMBERED, that on this day _____ of _____ (month), _____ (year) before me, the subscriber, a notary public, personally appeared _____ (homeowner name(s), who I am satisfied is/are the person(s) who executed the within instrument, and thereupon (s)he acknowledged that (s)he signed, sealed, and delivered to me as his or her own voluntary act and deed for the uses and purposes therein expressed.

Notary Signature

Notary Stamp and Seal

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (this “Agreement”), made as of the _____ day of _____ 2021, by and between **THE TOWNSHIP OF WEST ORANGE**, (the “Seller” or the “Township”) and **[BUYER’S NAME]** (the “Buyer”).

W I T N E S S E T H:

WHEREAS, the Seller is the owner of certain real property known as Block 175.13, Lot 3 on the Township of West Orange Tax Map (the “Property”), an undeveloped and undersized lot; and

WHEREAS, on February 9, 2020, the Township Council for the Township of West Orange adopted Ordinance _____ authorizing the Township to sell the Property pursuant to N.J.S.A. 40A:12-13.2; and

WHEREAS, on _____, pursuant to N.J.S.A. 40A:12-13.2, the Township issued a letter to Buyer, the owner of the adjacent lot contiguous to the Property providing notice that the Township intended to sell the Property and that the Township was providing the Buyer, the right to prior refusal to purchase the Property; and

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

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

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

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

The Purchase Price shall be payable as follows:

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

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

3. CLOSING DOCUMENTS.

A. Prior to the Closing Date, Buyer shall prepare and provide to the Seller no later than forty-eight (48) hours from Closing Date, the Closing Documents including: (i) a Deed (the "Deed"), in proper form for recording with a legal description of the Property; and (ii) such other instruments as may be reasonably required by Buyer's attorney or Buyer's title insurance company to effectuate the within transaction, including an Affidavit of Title.

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

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

4. TITLE. The dimensions of the Property shall be set forth on a survey which shall be ordered by the Buyer at the Buyer's expense. The sale is subject to easements and restrictions of record, if any, and such state of facts as an accurate survey might disclose,

provided same do not render title uninsurable at regular rates. The sale is also subject to applicable zoning ordinances. The Seller shall provide title, free and clear of all mortgages, encumbrances and liens except as provided for in this Agreement.

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

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

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

title to the Property, insurable at regular rates by a title insurance company licensed to do business in New Jersey, chosen by Buyer, subject to the restrictions set forth herein.

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

9. DEED RESTRICTION AS CONDITION OF SALE. As a condition of Sale, Buyer agrees to the recording of a Deed Restriction that the Property shall not be merged or consolidated with the adjacent lot currently located at Block 175.13, Lot 4 in the form annexed hereto as Exhibit “A.”

10. CLOSING OF TITLE. The Closing shall take place within fourteen (14) days after the Township Council for the Township’s approval of the sale, **TIME BEING OF THE ESSENCE** (the “Closing Date”), at the offices of McManimon, Scotland and Baumann, LLC, 75 Livingston Avenue, Suite 201, Roseland, New Jersey 07068, or at such other location as may be mutually agreed by the parties, at a time mutually convenient for the parties.

11. TOWNSHIP COUNCIL APPROVAL. The parties' obligations set forth in this Agreement are expressly subject to final approval by the Township Council for the

Township of West Orange (the "Township Council") to be manifested in the adoption of a resolution authorizing the sale of the Property **and** the execution of this Agreement.

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

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

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

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

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

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

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

Mayor Robert D. Parisi
Township of West Orange

66 Main Street
West Orange, New Jersey 07052

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

With copy to:

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

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

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

With copy to:

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

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

18. REMEDIES. If Buyer defaults in its obligations hereunder, Buyer shall waive any and all rights to the funds held by the Township in escrow as liquidated damages and Seller shall keep the funds held in escrow and may sell the Property to another buyer. If the Seller defaults in its obligations hereunder or shall fail to close title hereunder for any reason, then Buyer, as its sole and exclusive remedy, shall be solely entitled to the rescission of this Agreement and return of the Purchase Price paid to the Seller.

19. WAIVER OF CONDITIONS.

A. Buyer and Seller each shall have the right to waive any of the terms or conditions of this Agreement which are strictly for their respective benefit and to complete the

Closing in accordance with the terms and conditions of this Agreement which have not been so waived. Any such waiver shall be effective and binding only if made in writing and signed by the party who benefits from the condition being waived.

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

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

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

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

23. MISCELLANEOUS.

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

WITNESS:

TOWNSHIP OF WEST ORANGE, *Seller*

By:_____

MAYOR ROBERT D. PARISI

WITNESS:

[BUYER'S NAME], *Buyer*

By:_____

[BUYER'S NAME]

**AN ORDINANCE AUTHORIZING THE OFFER BY PRIVATE SALE OF THE
PROPERTY AT BLOCK 175.13, LOT 4 ON THE TOWNSHIP OF WEST ORANGE
TAX MAP TO THE ADJACENT PROPERTY OWNERS PURSUANT TO THE
LOCAL LANDS AND BUILDINGS LAW**

WHEREAS, the Township of West Orange (the “Township”) is the owner of certain real property known as Block 175.13, Lot 4 on the Township of West Orange Tax Map (the “Property”), an undeveloped, undersized lot with no structures or capital improvements; and

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

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

WHEREAS, the Contiguous Owners of the Property are: (i) Brian and Marlena Lawrence who own the property Block 175.13, Lot 6 on the Tax Map of the Township of West Orange; and (ii) Steven and Channa Lundner who own the property located on Block 175.13, Lot 9 on the Tax Map of the Township of West Orange; and

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

WHEREAS, the Legal Department has drafted a letter notice (the “Letter Offer”) to the Contiguous Owners which provides them nineteen (19) days to advise whether they wish to exercise their right to prior refusal for the purchase of the Property at the Estimated Value, annexed hereto as Exhibit “A.”

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

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

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

Robert D. Parisi, Mayor

Cindy Matute-Brown, Council President

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

Introduced: January 26, 2021

Adopted: February 9, 2021

Legislative History

This Ordinance is adopted pursuant to the requirements of N.J.S.A. 40A:12-13(b)(5) of the Local Lands and Buildings Law which governs the private sale of undersized and undeveloped real property with no capital improvements owned by a municipality. N.J.S.A. 40A:12-13.2 requires that a municipality provide to the owners of contiguous properties the right to prior refusal to purchase. Thus, this Ordinance authorizes the commencement of the private sale of the real property located at Block 175.13, Lot 4 on the Township of West Orange Tax Map (the “Property”) by first allowing the Township to issue letter notices to the owners of the properties contiguous to the Property the right to prior refusal to purchase to be exercise no later than nineteen (19) days from the issuance of the notice. In consultation with the Township’s appraiser, the estimate fair market value of the Property is \$5,000 which is reflected in the letter notices.

Writer's Direct Dial: (973) 721-5039

Writer's Direct Fax: (973) 681-7333

rtrenk@msbnj.com

Client No. 27-0444

February 10, 2021

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

Brian and Marlena Lawrence
8 Cleveland Terrace
West Orange, New Jersey 07052

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

Steven and Channa Lundner
44 Hoover Lane
West Orange, New Jersey 07052

**Re: Property Located at Block 175.13, Lot 4 on the Tax Map of the Township of
West Orange
Right to Prior Refusal
Response Required No Later than: March 1, 2021**

Dear Mr. and Mrs. Lawrence and Mr. and Mrs. Lundner:

This office represents the Township of West Orange (the "Township"). The Township has adopted an Ordinance authorizing the private sale of the undersized and undeveloped property located at Block 175.13, Lot 4 on the Tax Map of the Township of West Orange (the "Property") pursuant to N.J.S.A. 40A:12-13(b)(5) of the Local Lands and Buildings Law. As the owner of the property contiguous to the Property you have a right to prior refusal pursuant to N.J.S.A. 40A:12-13.2 of the Local Lands and Buildings Law.

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

No later than March 1, 2021, please advise whether you wish to exercise your right to prior refusal as to the purchase of the Property.

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

Very truly yours,

Richard D. Trenk, Esq.

Enclosure

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

Exhibit “A”

Homeowner Return Address:

DEED RESTRICTION

This agreement is made on the _____ day of the Month of _____, year _____ between _____ (the Homeowner(s) and the Township of West Orange (the "Township")).

The agreement is for the property located at Block 175.13, Lot 4 on the Township of West Orange Tax Map (the "Property"), regarding the requirements and conditions associated with the sale of the Property. The current deed is recorded in Book _____, Page _____ or Instrument Number _____. This Covenant is to be recorded in the Essex County Register of Deeds and Mortgages.

Be advised that the aforesaid Property was sold pursuant to N.J.S.A. 40A:12-13.2 by way of an Agreement of Sale which includes the following condition:

- (1) The Property shall not be merged or consolidated with the adjacent lot currently located at Block 175.13, Lot 3.

Be advised that failure to abide by the aforementioned conditions shall result in the reversion of title back to the Township.

Be advised that this deed restriction shall run with the land and shall be binding upon the Homeowners, tenants and any subsequent owners and tenants, their successors, heirs or assigns. Any lease of said specific parcels shall be subject to this restriction.

Be advised that the above represents enforceable conditions intended to be complied with in perpetuity.

IN WITNESS WHEREOF; the parties hereto have set their hands and seals on the day first written above.

Homeowner Signature

Please PRINT Homeowner Name

Homeowner Signature

Please PRINT Homeowner Name

STATE: New Jersey

COUNTY: _____

BE IT REMEMBERED, that on this day _____ of _____ (month), _____ (year) before me, the subscriber, a notary public, personally appeared _____ (homeowner name(s), who I am satisfied is/are the person(s) who executed the within instrument, and thereupon (s)he acknowledged that (s)he signed, sealed, and delivered to me as his or her own voluntary act and deed for the uses and purposes therein expressed.

Notary Signature

Notary Stamp and Seal

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (this “Agreement”), made as of the _____ day of _____ 2021, by and between **THE TOWNSHIP OF WEST ORANGE**, (the “Seller” or the “Township”) and **[BUYER’S NAME]** (the “Buyer”).

W I T N E S S E T H:

WHEREAS, the Seller is the owner of certain real property known as Block 175.13, Lot 4 on the Township of West Orange Tax Map (the “Property”), an undeveloped and undersized lot; and

WHEREAS, on February 9, 2020, the Township Council for the Township of West Orange adopted Ordinance _____ authorizing the Township to sell the Property pursuant to N.J.S.A. 40A:12-13.2; and

WHEREAS, on _____, pursuant to N.J.S.A. 40A:12-13.2, the Township issued a letter to Buyer, the owner of the adjacent lot contiguous to the Property providing notice that the Township intended to sell the Property and that the Township was providing the Buyer, the right to prior refusal to purchase the Property; and

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

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

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

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

The Purchase Price shall be payable as follows:

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

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

3. CLOSING DOCUMENTS.

A. Prior to the Closing Date, Buyer shall prepare and provide to the Seller no later than forty-eight (48) hours from Closing Date, the Closing Documents including: (i) a Deed (the "Deed"), in proper form for recording with a legal description of the Property; and (ii) such other instruments as may be reasonably required by Buyer's attorney or Buyer's title insurance company to effectuate the within transaction, including an Affidavit of Title.

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

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

4. TITLE. The dimensions of the Property shall be set forth on a survey which shall be ordered by the Buyer at the Buyer's expense. The sale is subject to easements and restrictions of record, if any, and such state of facts as an accurate survey might disclose,

provided same do not render title uninsurable at regular rates. The sale is also subject to applicable zoning ordinances. The Seller shall provide title, free and clear of all mortgages, encumbrances and liens except as provided for in this Agreement.

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

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

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

title to the Property, insurable at regular rates by a title insurance company licensed to do business in New Jersey, chosen by Buyer, subject to the restrictions set forth herein.

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

9. DEED RESTRICTION AS CONDITION OF SALE. As a condition of Sale, Buyer agrees to execute and record a Deed Restriction that the Property shall not be merged or consolidated with the adjacent lot currently located at Block 175.13, Lot 3, in the form annexed hereto as Exhibit “A.”

10. CLOSING OF TITLE. The Closing shall take place within fourteen (14) days after the Township Council for the Township’s approval of the sale, **TIME BEING OF THE ESSENCE** (the “Closing Date”), at the offices of McManimon, Scotland and Baumann, LLC, 75 Livingston Avenue, Suite 201, Roseland, New Jersey 07068, or at such other location as may be mutually agreed by the parties, at a time mutually convenient for the parties.

11. TOWNSHIP COUNCIL APPROVAL. The parties' obligations set forth in this Agreement are expressly subject to final approval by the Township Council for the

Township of West Orange (the “Township Council”) to be manifested in the adoption of a resolution authorizing the sale of the Property **and** the execution of this Agreement.

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

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

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

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

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

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

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

Mayor Robert D. Parisi
Township of West Orange

66 Main Street
West Orange, New Jersey 07052

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

With copy to:

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

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

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

With copy to:

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

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

18. REMEDIES. If Buyer defaults in its obligations hereunder, Buyer shall waive any and all rights to the funds held by the Township in escrow as liquidated damages and Seller shall keep the funds held in escrow and may sell the Property to another buyer. If the Seller defaults in its obligations hereunder or shall fail to close title hereunder for any reason, then Buyer, as its sole and exclusive remedy, shall be solely entitled to the rescission of this Agreement and return of the Purchase Price paid to the Seller.

19. WAIVER OF CONDITIONS.

A. Buyer and Seller each shall have the right to waive any of the terms or conditions of this Agreement which are strictly for their respective benefit and to complete the

Closing in accordance with the terms and conditions of this Agreement which have not been so waived. Any such waiver shall be effective and binding only if made in writing and signed by the party who benefits from the condition being waived.

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

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

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

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

23. MISCELLANEOUS.

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

WITNESS:

TOWNSHIP OF WEST ORANGE, *Seller*

By: _____
MAYOR ROBERT D. PARISI

WITNESS:

[BUYER'S NAME], *Buyer*

By: _____
[BUYER'S NAME]

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-18.1, ONE WAY STREETS DESIGNATED, SUBSECTION 7-7.3, TEMPORARY PARKING PROHIBITED FOR SNOW PLOWING AND REMOVAL, SUBSECTION 7-11, PARKING TIME LIMITED ON CERTAIN STREETS DURING CERTAIN HOURS, SUBSECTION 7-12, PARKING PROHIBITED FOR STREET CLEANING AND MAINTENANCE, SUBSECTION 7-13, PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS, SUBSECTION 7-14.1c, NIGHT PARKING RESTRICTED, SUBSECTION 7-14.7, ALTERNATE SIDE PARKING AND SUBSECTION 7-25, LOADING ZONES, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE

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

Section 1. Subsection 7-18.1, One Way Streets, of the Revised General Ordinances of Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion, bold type denotes addition*):

Name of Street	Direction	Limits
<i>Ashland Avenue</i>	<i>North</i>	<i>White Street to Park Avenue</i>
Ashland Avenue	North	White Street to Lakeside Avenue

Section 2. Subsection 7-7.3, Temporary Parking Prohibited for Snow Plowing and Removal, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion, bold type denotes addition*):

Name of Street	Side	Limits
<i>Ashland Avenue</i>	<i>West only</i>	<i>White Street to Park Avenue</i>
Ashland Avenue	West	White Street to Lakeside Avenue

Section 3. Subsection 7-11, Parking Time Limited on Certain Streets During Certain

Hours, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion, bold type denotes addition*):

Name of Street	Side	Time Limit	Hours	Location
<i>Ashland Avenue</i>	<i>East</i>	<i>1 Hour</i>	<i>All Times</i>	<i>Beginning 35 feet south of Lakeside Avenue to a point 631.5 feet south thereof.</i>

Section 4. Subsection 7-12, Parking Prohibited for Street Cleaning and Maintenance, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion, bold type denotes addition*):

Name of Street	Side	Hours and Days	Location
<i>Ashland Avenue</i>	<i>East</i>	<i>Friday 8 A.M. to 12 Noon</i>	<i>White Street to Park Avenue</i>
<i>Ashland Avenue</i>	<i>West</i>	<i>Monday 8 A.M. to 12 Noon</i>	<i>White Street to Park Avenue</i>
Ashland Avenue	East	Friday 8 A.M. to 12 Noon	White Street to Lakeside Avenue
Ashland Avenue	West	Monday 8 A.M. to 12 Noon	White Street to Lakeside Avenue

Section 5. Subsection 7-13, Parking Prohibited at All Times on Certain Streets, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion, bold type denotes addition*):

Name of Street	Side	Location
<i>Ashland Avenue</i>	<i>West</i>	<i>Charles Street to Lakeside Avenue</i>

Section 6. Subsection 7-14.1c, Night Parking Restricted, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows:

(italic type denotes deletion, bold type denotes addition):

Exceptions:

Name of Street	Sides	Location
<i>Ashland Avenue</i>	<i>Both</i>	<i>White Street to Park Avenue</i>
Ashland Avenue	Both	White Street to Lakeside Avenue

Section 7. Subsection 7-14.7, Alternate Side Parking, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows:

(italic type denotes deletion, bold type denotes addition):

Name of Street	Column A	Column B	Location
<i>Ashland Avenue</i>	<i>West</i>	<i>East</i>	<i>Park Avenue to a point 648.5 feet from Lakeside Avenue</i>

Section 8. Subsection 7-25, Loading Zones, of the Revised General Ordinances of the Township of West Orange, Orange is hereby supplemented and amended as follows: *(italic type denotes deletion, bold type denotes addition):*

Name of Street	Hours/Days	Sides	Location
Ashland Avenue	All	West	Beginning 105 feet south of the southerly curbline of Lakeside Avenue extended and extending 151 feet southerly.

Section 9. 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 this Ordinance are severable.

Section 10. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 11. This Ordinance shall take effect upon final passage and publication in accordance with law.

Robert D. Parisi, Mayor

Cindy Matute-Brown, Council President

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

Introduced: January 26, 2021

Adopted: February 9, 2021

LEGISLATIVE HISTORY

Ashland Avenue, between Lakeside Avenue and Park Avenue has historically been a Two-Way traffic street with Alternate Side Parking adjoining the residential portion from Park Avenue to Charles Street, and a mix of No Parking and Loading Zones adjacent to the old Edison factory. Upon creation of the Edison Lofts development, these parking regulations are now outdated. Parking on both sides of the street is needed to meet the parking demand. To affectively allow parking on both sides the two-way traffic flow must be eliminated to avoid congestion.

To eliminate this hazard, the Township Engineer and the West Orange Police Department Traffic Division propose changing Ashland Avenue between Lakeside Avenue and Park Avenue to a one-way street flowing northbound. This will eliminate traffic congestion in the neighborhood, and allow street parking on both sides, except for street cleaning, snow control and a loading area at the entrance to the Edison Lofts. These ordinance amendments will allow these changes to be implemented and the one way and parking regulations will be consistent with the block of Ashland Avenue from White Street north to Park Avenue. This too is one way northbound with parking permitted on both sides except for street cleaning and snow control.

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

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

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

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

Residence Address	No. of Spaces	Location
571 Valley Road	1	Beginning 113 feet south of the southerly curbline of Hazel Avenue extended, and extending 15 feet south.
8 Cross Street	1	Starting at a point 101 feet south of the southerly curbline of Hazel Avenue extended, and extending 20 feet south.

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

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

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

Robert D. Parisi, Mayor

Cindy Matute-Brown, Council President

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

Introduced: January 26, 2021

Adopted: February 9, 2021

LEGISLATIVE HISTORY

This Ordinance is in response to requests from handicapped residents who reside at 571 Valley Road and at 8 Cross Street. By adopting this Ordinance, the Township will establish handicapped parking stalls adjacent to these addresses. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones.

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 2, SECTION 51 OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE, ENTITLED “HUMAN RELATIONS COMMISSION”

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex and State of New Jersey that Chapter 2 Section 59 of the Revised General Ordinances of the Township of West Orange is hereby amended and supplemented as follows:

I. PURPOSE

The purpose of this Ordinance is to amend the provision of the Township Code governing the Human Relations Commission to remove the Commission from the Mayor’s Office allowing the Commission to operate independently to raise and address community concerns and engagement with the Mayor and Township Council, to add the positions of a Treasurer and Secretary to the enumerated list of officers established in the Township Code, and the update and modernize the purpose and duties of the Commission.

II. CHAPTER 2, SECTION 51.1 SHALL BE AND HEREBY IS AMENDED AND SUPERSEDED TO READ AS FOLLOWS:

2-51.1 Purpose.

The Township recognizes and is committed to the values of diversity, equity, and inclusion within the Township community and seeks to promote these values through the Human Relations Commission (the "Commission"). The purpose of the Commission is to: (i) foster engagement among the diverse members of the Township community; (ii) offer meaningful educational programs to celebrate and preserve the cultural diversity of the Township community and to combat all types of discrimination; (iii) ensure and sustain safer and healthier relationships within the Township Community; (iv) promote the growth of local business through diversity, equity and inclusion; and (v) be responsive to the concerns of the diverse communities within the Township.

III. CHAPTER 2, SECTION 51.2 SHALL BE AND HEREBY IS AMENDED AND SUPERSEDED TO READ AS FOLLOWS:

2-51.2 Creation.

There is hereby created the West Orange Human Relations Commission.

IV. CHAPTER 2, SECTION 51.3 SHALL BE AND HEREBY IS AMENDED AND SUPERSEDED TO READ AS FOLLOWS:

2-51.3 Membership.

The Commission shall be comprised of 13 voting members, each of whom shall be a resident of the Township. The Mayor shall appoint three voting members and each member of the Township Council shall appoint two voting members. All voting members shall be known as Commissioners and the term of each Commissioner shall expire with the term of the elected official who appointed that Commissioner. Any subsequent appointments shall also expire with the term of the elected official who appointed that Commissioner. All vacancies shall be filled for the unexpired term only. The Township Council shall annually nominate and select by majority vote one of its members to serve as a Township Council Liaison to the Commission for the calendar year. The Township Council Liaison shall serve as a non-voting member of the Commission.

V. CHAPTER 2, SECTION 51.6 SHALL BE AND HEREBY IS AMENDED AND SUPERSEDED TO READ AS FOLLOWS:

2-51.6 Chairperson.

There shall be a Chairperson, Vice-Chairperson, Treasurer, and Secretary of the Commission who shall be designated for a term of one year by a vote of the Commissioners at the first meeting of the Commission in each calendar year. . All vacancies in the office of the Chairperson, Vice-Chairperson, Treasurer, and Secretary shall be filled for the remainder of the calendar year by a vote of the Commissioners.

VI. CHAPTER 2, SECTION 51.7 SHALL BE AND HEREBY IS AMENDED AND SUPERSEDED TO READ AS FOLLOWS:

2-51.7 Duties and Responsibilities.

The Commission shall develop and implement inclusive programs which encourage a positive, respectful, and constructive dialogue within the Township on diversity, equity and inclusion. Among other events and programs, the Commission shall plan and coordinate the annual Township-wide celebration to honor the Rev. Dr. Martin Luther King, Jr.'s birthday. The Commission shall encourage the inclusion of all residents of the Township in the leadership of civic and community issues and groups. The Commission shall be involved in community-building tasks and strategies to enhance and sustain respect, acceptance and inclusion of all of the diverse residents of the Township. The Commission shall develop formal and informal educational programs to: (i) work towards identifying, addressing, and dismantling discrimination, injustice and bias whether perceived or actual, based on race, color, creed, religion, national origin, ancestry, age, sex, marital status, physical or mental disability, sexual orientation or economic status; (ii) to promote the celebration and preservation of our residents' diverse cultural values and heritage; and (iii) to promote the acceptance and inclusion of all members of the diverse groups of residents of the Township. The Commission shall make recommendations to the Mayor and the Township Council regarding the

development and implementation of policies, procedures and programs to promote the elimination of discrimination within the Township community.

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

**CINDY MATUTE-BROWN
COUNCIL PRESIDENT**

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

INTRODUCED: January 26, 2021

ADOPTED: February 9, 2021

LEGISLATIVE HISTORY

This Ordinance is intended to amend the provision of the Township Code governing the Human Relations Commission to remove the Commission from the Mayor's Office allowing the Commission to operate independently to raise and address community concerns and engagement with the Mayor and Township Council, to add the positions of a Treasurer and Secretary to the enumerated list of officers established in the Township Code, and the update and modernize the purpose and duties of the Commission.

**ORDINANCE OF THE TOWNSHIP OF WEST ORANGE, IN THE
COUNTY OF ESSEX, STATE OF NEW JERSEY ADOPTING A
REDEVELOPMENT PLAN RELATING TO THE EXECUTIVE DRIVE –
ROONEY CIRCLE REDEVELOPMENT AREA**

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

WHEREAS, on September 22, 2020, by Resolution No. 178-20, and in accordance with the provisions of the Act, the Township Council of the Township of West Orange, in the County of Essex, New Jersey (the “**Township Council**”) authorized and directed the Planning Board of the Township of West Orange (the “**Planning Board**”) to conduct an investigation of the properties identified on the tax maps of the Township of West Orange (the “**Township**”) as Block 155, Lots 40.02 (100 Executive Drive), 41.02 (10 Rooney Circle), and 42.02 (200 Executive Drive), inclusive of any and all streets, “paper” streets, private drives and right of ways (collectively, the “**Study Area**”), and to determine whether all or a portion of the Study Area meets the criteria set forth in the Act, *N.J.S.A. 40A:12A-5*, and whether the Study Area should be designated as a non-condemnation area in need of redevelopment; and

WHEREAS, the Planning Board received a report setting forth the basis for the investigation and a map depicting the Study Area prepared by Susan S. Gruel, P.P., of Heyer Gruel & Associates (the “**Planning Consultant**”), entitled, “Executive Drive Redevelopment Study” dated October 29, 2020, concerning the determination of the Study Area as an area in need of redevelopment (the “**Study**”); and

WHEREAS, the Planning Consultant concluded in the Study and testified to the Planning Board on November 18, 2020 and November 19, 2020 that the Study Area satisfies the criterion for a redevelopment area designation as set forth in the Act pursuant to *N.J.S.A. 40A:12A-5(b)* and (d); and

WHEREAS, the Planning Board conducted public, duly noticed hearings on November 18, 2020 and November 19, 2020 to review the Study and recommended that the Study Area be designated as an area in need of redevelopment; and

WHEREAS, the Township Council adopted Resolution 249-20 on December 15, 2020 designating the Study Area as an area in need of redevelopment pursuant to the Act; and

WHEREAS, the Planning Consultant prepared a redevelopment plan for the Study Area entitled “Executive Drive – Rooney Circle Redevelopment Plan”, dated January 18, 2021 (the “**Plan**”); and

WHEREAS, on January 20, 2021, the Planning Board conducted a public meeting regarding the Plan, found that the Plan is substantially consistent with and/or designed to effectuate the goals and objectives of the Master Plan, developed recommendations concerning the Plan (the “**Board Recommendations**”), recommended adoption of the Plan, and adopted a resolution memorializing its findings (the “**Board Resolution**”); and

WHEREAS, the Board Recommendations were incorporated into a revised version of the Plan dated January 25, 2021 (the “**Revised Plan**”); and

WHEREAS, the Mayor and Council received a copy of the Board Resolution and the Revised Plan and reviewed both at its regular meeting of January 26, 2021; and

WHEREAS, the Township desires to adopt the Revised Plan,

NOW, THEREFORE, BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE AS FOLLOWS:

I. GENERAL

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

II. ADOPTION OF REVISED PLAN

The Revised Plan, attached hereto as Exhibit A, is hereby approved.

III. AMENDMENT OF ZONING ORDINANCE

The zoning map and zoning ordinances of the Township are hereby amended to incorporate the provisions of the Revised Plan.

IV. SEVERABILITY

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

V. AVAILABILITY OF THE ORDINANCE

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

VI. EFFECTIVE DATE

This Ordinance shall take effect as provided by law.

Robert D. Parisi, Mayor

Cindy Matute-Brown, Council President

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

**Introduced: January 26, 2021
Adopted: February 9, 2021**

Exhibit A

Plan



EXECUTIVE DRIVE – ROONEY CIRCLE REDEVELOPMENT PLAN JANUARY 25, 2021



Prepared By:
Heyer, Gruel & Associates

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Heyer, Gruel & Associates
Community Planning Consultants
236 Broad Street
Red Bank, NJ 07701
732-741-2900

The original of this report was signed and
sealed in accordance with N.J.S.A. 45:14A-12.

Susan S. Gruel, P.P. #1955

John Barree, AICP, P.P. #6270, LEED Green Associate

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INTRODUCTION AND PROCESS

The Executive Drive – Rooney Circle Redevelopment Area consists of three parcels totaling approximately 23.5 acres in area including Block 155, Lots 40.02, 41.02, and 42.02 (the “Area”). Each of the parcels is developed with an office building built in the 1970s.

On September 22, 2020, the Township Council adopted Resolution 178-20 directing the West Orange Township Planning Board to investigate Block 155, Lots 40.02, 41.02, and 42.02 to determine if they qualify as a non-condemnation area in need of redevelopment per the statutory criteria of the Local Redevelopment and Housing Law (LHRL) *N.J.S.A. 40A:12A, et seq.*

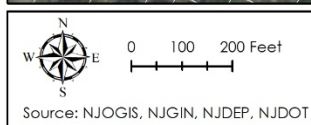
Susan Gruel, PP, of the firm Heyer, Gruel, and Associates, prepared a preliminary investigation report entitled, “Executive Drive Redevelopment Study”, dated October 29, 2020 (the “Study”). The Township Planning Board held public hearings on the Study on November 18, 2020 and November 19, 2020. On December 2, 2020, the Planning Board adopted Resolution 20-09, which recommended that the properties be designated as a non-condemnation area in need of redevelopment.

The Township Council took action at its December 15, 2020 meeting, designating the Area as in need of redevelopment and directing the Planning Board to prepare a Redevelopment

Plan through resolution 1249-20. At the same meeting, Heyer, Gruel and Associates was retained by the Township Council via Resolution 254-20 to work with the Township Planning Board to prepare a Redevelopment Plan for the Area.

The Redevelopment Plan dated January 18, 2021 was presented to the Township Planning Board on January 20, 2021. The Board referred the Plan to the Township Council with the additional recommendation that the Plan incorporate specific sustainability and green building requirements.

The Plan contains the elements required by the LRHL, sets forth goals and objectives for the area, and provides use and design standards to govern the redevelopment of the Area in a manner consistent with the Township's goals and objectives.



Executive Drive - Rooney Circle Area in Need of Redevelopment
West Orange, NJ

STATUTORY REQUIREMENTS

The Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1, et seq.), requires that a redevelopment plan include an outline for the planning, development, redevelopment or rehabilitation of the project area sufficient to indicate:

1. Its relationship to definite local objectives as to appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements;
2. Proposed land uses and building requirements in the project area;
3. Adequate provision for the temporary and permanent relocation as necessary of residents in the project area including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market;
4. An identification of any property within the redevelopment area proposed to be acquired in accordance with the redevelopment plan;
5. Any significant relationship of the redevelopment plan to:
 - a. The Master Plans of contiguous municipalities;
 - b. The Master Plan of the County in which the municipality is located; and
 - c. The State Development and Redevelopment Plan adopted pursuant to the "State Planning Act" P.L. 1985, C398 (C52:18A-196 et al.).
6. As of the date of the adoption of the resolution finding the area to be in need of redevelopment, an inventory of all housing units affordable to low and moderate income households, as defined pursuant to section 4 of P.L. 1985 c.222 (C.52:27D-304), that are to be removed as a result of implementation of the redevelopment plan, whether as a result of subsidies or market conditions listed by affordability level, number of bedrooms, and tenure.
7. A plan for the provision, through new construction or substantial rehabilitation of one comparable, affordable replacement housing unit for each affordable housing unit that has been occupied at any time within the last 18 months, that is subject to affordability controls and that is identified as to be removed as a result of implementation of the redevelopment plan.
8. Proposed locations for public electric vehicle charging infrastructure within the project area in a manner that appropriately connects with an essential public charging network.

This redevelopment plan includes each of these required sections, as applicable, serving as a guide for the redevelopment of the Executive Drive – Rooney Circle Redevelopment Area in the Township of West Orange.

EXISTING CONDITIONS

Location and Description

The Area consists of three tax parcels in West Orange Township: Block 155, Lot 40.02; Block 155, 41.02; and Block 155, 42.02. Current property records indicate that Block 155 Lots 40.02, 41.02, and 42.02 are owned by West Orange Office Executive Park. The parcels total approximately 23.5 acres in land area.

The Area is bound by I-280 to the north; Rooney Circle, Block 155, Lots 40.01, 40.03, and 40.04 to the east; Block 155 Lot 26.01 to the south; and Block 155 lot 42.01 (300 Executive Drive) to the west. The I-280 and Prospect Avenue interchange provides regional highway access near the Area.

Like much of West Orange Township, the Area is encumbered by steep slopes. The buildings that occupy the properties are built into the hills that define the topography of the Area.

Regional Context

The Township is in central Essex County and is bisected by the Interstate 280 corridor, which runs east to west. The Garden State Parkway is several miles to the east and is the major north-south highway in the region.

The Township is bordered by several municipalities. Livingston, Roseland, and Essex Fells are located to the west, Verona and Montclair are located to the north, the City of Orange is located to the east, and Millburn, Maplewood, and South Orange are located to the South.

The Township is developed with a mix of uses. Residential neighborhoods exist in a mix of densities with single-family homes, townhouse developments, condominium developments, and multi-family developments located in the Township.

Commercial development in the Township includes highway-oriented shopping centers, campus style office parks, and Main Street and neighborhood business districts. Public land and sensitive environmental features, particularly areas with steep slopes are also important to land use patterns in the Township. Turtleback Zoo, the Orange Reservoir, and Eagle Rock Reservation are some of the most prominent open space and recreation areas in the Township.

Existing Land Use

The Area is currently developed with office buildings and accessory surface parking lots.

100 Executive Drive (Block 155, Lot 40.02) is a three-story office building constructed in 1977. The building is built into the topography of the site. The main entrance from the parking lot enters the lobby on the middle of the three floors. A parking field with approximately 418 spaces is split into several sections. Executive Drive wraps around the north and west sides of the property with the main driveway entering the site at a perpendicular to Executive Drive.

200 Executive Drive (Block 155, Lot 42.02) is a four-story office building constructed in 1978. The lowest floor of the building occupies less than a third of the main level floor plate and is partially below grade. The main entrance is on the south side of the building which accesses the building lobby on the second of four floors. The parking lot contains approximately 320 parking spaces and wraps around the building on three sides. The north side of the property abuts the pond and parking lot at 100 Executive Drive, the south side borders PSE&G transmission lines on Block 155, Lot 26.01, the west side borders 300 Executive Drive, and the east side abuts the rear of adjacent Lot 40.03, a vacant lot up the hill from the Area.

10 Rooney Circle (Block 155, Lot 41.02) is a three-story office building constructed in 1971. The building is built into the topography of the property on which it sits. The main entrance is on the southwest façade of the building's middle floor. The upper parking lot wraps around the southwest and southeast sides of the building. A lower parking field is at the same approximate grade of the lowest floor along the northwest side of the building. There is a total of approximately 301 parking spaces on the property. A secondary lobby entrance is located on the lower level along the northeast façade of the building.

Existing Zoning

The Area is located in the OB-1 Office Buildings Zone. The following are the standards for the OB-1 District:

Permitted Principal Uses

- One-Family, Detached Dwelling
- Water Reservoir, Well Tower, Filter Bed
- Federal, State, County or Township Building
- Golf Course or Golf Course House
- Farm, Nursery, Greenhouse and Similar Uses
- Hospital
- Office Buildings

Permitted Accessory Uses

- Required Accessory Parking
- Signs

Permitted Conditional Uses

- Commercial Recreation
- Public School
- Private School
- Library
- Museum
- Park or Playground
- Public Utility Building or Structure
- Telephone Exchange
- Private Club, Other than a Golf Club
- House of Worship
- Nursing Home
- Long-term Care Residential Health Care Facility
- Congregate Care Facility
- Assisted Living
- Commercial Antenna
- Check Cashing Facility

OB-1 District Bulk Requirements

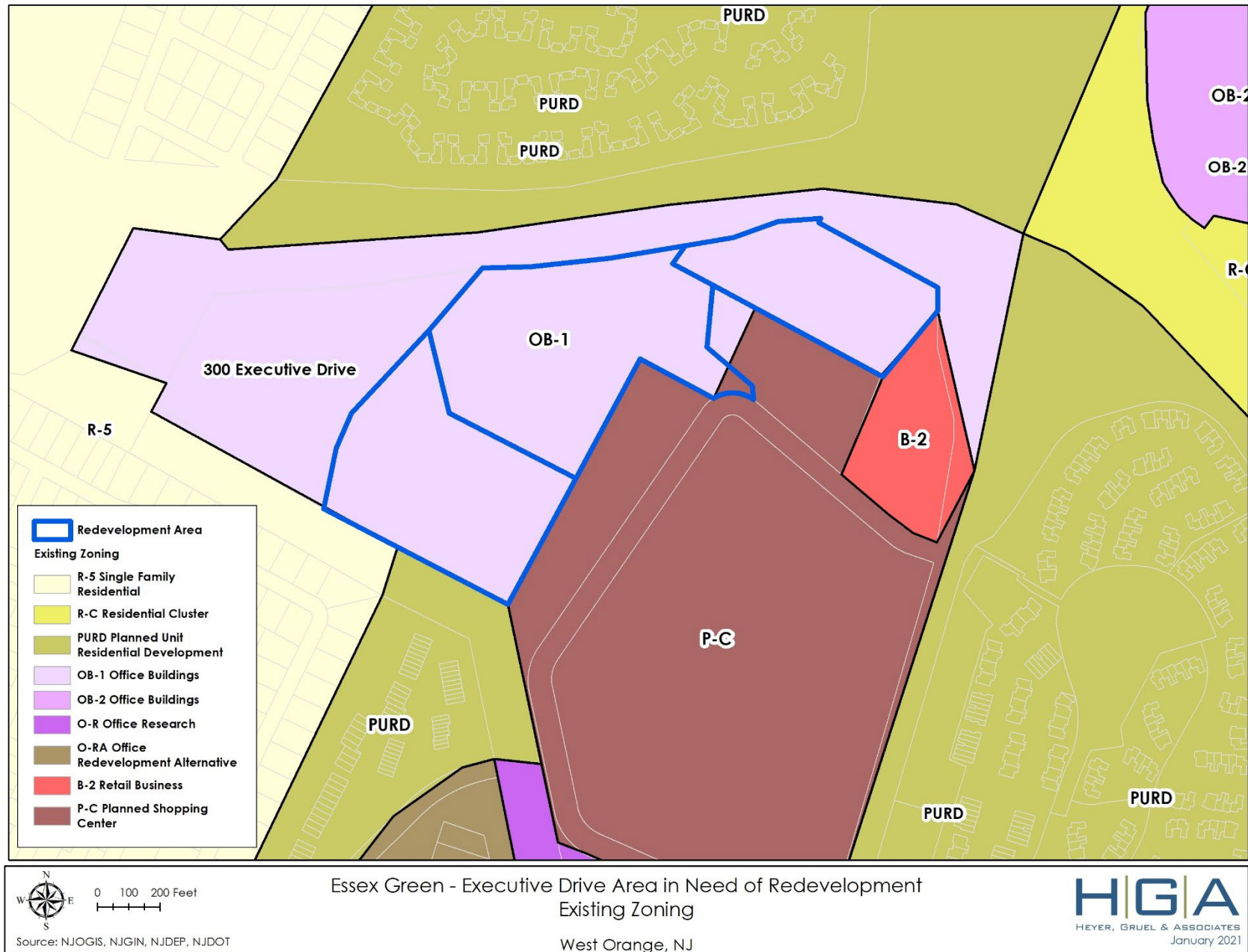
Bulk Standard	Requirement
Minimum lot area	10,000 SF
Minimum lot area / unit	6,000 SF
Minimum lot width	60 feet
Minimum front yard	30 feet
Minimum side yards	10 feet + 8 feet
Minimum rear yard	30 feet
Maximum building coverage	40%
Maximum lot coverage	50%

Additional Standards

- Retail sales or service permitted as an accessory use in the OB-1 District shall be an integral part of the permitted building, shall be limited to sales or services designed for the convenience of the employees, visitors and tenants of the permitted building and no goods, advertisements or other evidence of such sales or services shall be visible from the street. Such use shall not consist of more than

15 percent of the total first floor area in the OB-1 District and shall be designated on the preliminary site plan.

- In the OB-1 District, one square foot of open space shall be provided for each square foot of building area except that no more than 40 percent of the lot in the OB-1 District may be covered by buildings or structures. Off-street parking areas are not permitted within open space areas, except for "overflow" parking spaces that are specifically approved by the Planning or Zoning Board and are constructed in a manner acceptable to the Township Engineer. Furthermore, no accessory structure of off-site parking area shall be located within the required front yard no closer than 25 feet to the side or rear property lines in the OB-1 District.



REDEVELOPMENT CONTEXT

SUBURBAN OFFICE MARKET

For several decades, New Jersey's economy and employment base grew substantially through the construction of suburban office parks. The majority of these facilities, built during the 1980s and 1990s predate modern technological and infrastructure needs. Facilities of this vintage are often physically outdated and located in suburban communities near highway interchanges or along highway corridors.

A Rutgers Regional Report, dated October 2017, written by James Hughes and Will Irving, outlines ongoing trends in the New Jersey economy. The report discusses the change over the last 10 to 15 years of increased development in the metropolitan cores and contraction in suburban areas. Demographic changes, consumer preferences, and the nature of many industries have changed and reduced the demand for suburban office corridors and their aging infrastructure. In order to stay competitive, office buildings that were built for a singular narrow focus need to become more flexible and attractive to the modern economy and its new generation of employees.¹

As businesses left their suburban office headquarters for downtown locations, the tenant spaces that were left unfilled

created a palpable sense of emptiness. The term “Stranded Asset” was used in the bill Governor Murphy signed into law in 2019, amending the Local Redevelopment and Housing Law to provide an additional tool to New Jersey municipalities attempting to revitalize their vacant and abandoned commercial complexes.

IMPLICATIONS OF COVID-19 ON OFFICE LAND USE

In early 2020, the Covid-19 Pandemic hit the United States east coast in full force. Overnight people saw a dramatic shift in their day-to-day lives as lockdown orders took effect. One of the most profound changes triggered by the pandemic has been new work-from-home policies for offices across the spectrum of industries. The pandemic pushed workers out of office spaces and into new work-from-home arrangements. Employees were suddenly instructed to set up remote logins so that work could continue, but in a way that safely distanced workers from each other – at each worker's individual home.

As it became clear the US and the world would not eradicate Covid-19 overnight, work-from-home policies have continued, either in full or as a hybrid model, allowing employees to come back to the office but in staggered shifts.

¹ “Rutgers Regional Report – Issue Paper No. 38 “New Jersey's Economic Roller Coaster” p.20-25
<https://rucore.libraries.rutgers.edu/rutgers-lib/54266/PDF/1/play/>

Many businesses acknowledge that a full return to the traditional office environment will probably never happen.²

The existing office buildings located at 100 and 200 Executive Drive and 10 Rooney Circle were all built between 1971 and 1978. While the Office Building Class rating system is subjective, the buildings are likely considered “Class C” space in the market. The buildings are examples of stranded assets and have experienced significant vacancies and are not well positioned to compete in the oversaturated office market described in the Rutgers report.

Office Building Class Definitions: Office space is grouped into three classes ranked A through C. The rating system looks at factors including rent, building finishes, system standards and efficiency, building amenities, location/accessibility, and market perception. The scale is a subjective system that is meant to rate the competitiveness and desirability of the space in question.

- Class A buildings have the highest rents, are geographically accessible, and have state of the art systems, modern amenities, and high-quality finishes. These are new or recently upgraded facilities.
- Class B buildings are generally fair to good for the area and have adequate building systems. The rents for these buildings are generally in the average range.
- Class C buildings are identified as merely functional space that can secure below average rents in the area.

(Source: BOMA International
www.boma.org/research/pages/building-class-definitions.aspx)

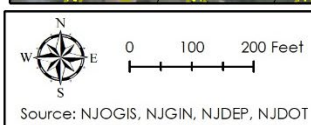
² Here's When Major Companies Plan to go Back to the Office
<https://www.forbes.com/sites/rachelsandler/2020/08/27/heres-when-major-companies-plan-to-go-back-to-the-office/#1ebe155361c5>

and White-Collar Companies Race to Be Last to Return to the Office
<https://www.nytimes.com/2020/05/08/technology/coronavirus-work-from-home.html>

STEEP SLOPES

The principal environmental constraint to development in the Area is the presence of steep slopes. The properties have been previously developed and portions of those properties have been re-graded. The Township Land Use Regulations are explicit about seeking to minimize disturbance within steeply sloped areas. A goal of any redevelopment project undertaken as part of this Plan is to focus development within areas that have been previously disturbed and to avoid additional disturbance within the most steeply sloped portions of the Area. Protection of these sensitive environmental areas is an objective of the Township's planning documents that this Plan seeks to reinforce.

The figure on the following page shows areas that have slopes that have been calculated to be in excess of 15%. Future applications for site plan approval will be required to quantify the steeply sloped areas on site, indicate if disturbance is proposed, and attempt to limit and mitigate the impacts of any disturbance that is deemed necessary.



Executive Drive - Rooney Circle Area in Need of Redevelopment
Environmental Constraints
West Orange, NJ

PLAN PRINCIPLES, GOALS, AND OBJECTIVES

PRINCIPLES

The Township seeks to utilize the tools offered through the LRHL to enter a partnership with one or more designated redevelopers to successfully reimagine the Area and provide an opportunity to repurpose stranded assets as new residences and municipal services in an integrated setting.

GOALS

The overall goal of the Plan is to develop the two districts with a complementary blend of uses in a well-integrated manner.

The existing office buildings at 100 and 200 Executive Drive are anticipated to be redeveloped into a multifamily residential development, with a percentage of units set aside to meet a portion of the Township's affordable housing obligation. As part of the redevelopment of the Executive Drive portion of the Area, it is anticipated that a dog park will be constructed for public use.

The office building at 10 Rooney Circle is intended to remain in its current form, with modifications and upgrades to accommodate new uses, with the long-term goal of blending office space with a mix of municipal services within the building and on the site.

OBJECTIVES

- Promote a mix of housing options accessible to households of all income levels through the construction of new multifamily units.
- Improve the viability and utilization of the land with a mix of multifamily housing, office, and municipal uses while also considering the environmental constraints of the site.
- Enhance Township services by providing new facilities into which departments may relocate or expand.
- Provide a public amenity in the form of a public dog park.
- Provide internal pedestrian and bicycle paths and sidewalks as a recreational amenity and a practical link throughout the development and to the adjacent properties and public rights-of-way.
- Promote pedestrian safety through the application of complete streets principles and well-designed crossings and sidewalks.
- Encourage links to transit by capitalizing on the existing bus service and providing a flexible shuttle service.
- Focus on the protection and preservation of sensitive steep slopes and existing wooded areas to maximize the natural beauty of the site and prevent environmental degradation.

- Reduce impervious coverage to allow for a reduction of stormwater runoff and increased groundwater recharge.
- Encourage sustainable development practices through incorporation of green infrastructure and other stormwater management BMPs.
- Promote sustainable and efficient energy usage through the use of renewable energy and green building techniques.
- Incorporate electric vehicle charging stations and infrastructure to support the modernization and electrification of public and private vehicles.

RELATIONSHIP OF THE PLAN TO TOWNSHIP LAND DEVELOPMENT REGULATIONS

This Plan shall constitute an overlay zoning district for the Area. At the time of development application, the developer may opt to utilize either the standards contained in this plan or the standards of the applicable underlying OB-1 Zone.

When utilizing the standards in this redevelopment plan, Township regulations affecting development that are in conflict are superseded by this Plan. Existing engineering standards, performance standards, and definitions shall apply. At the time of site plan application, Environmental Impact, Community Impact, and Traffic Impact Statements shall be required.

No deviations from the overlay standards may be granted which will result in permitting a use that is not a permitted use within this Redevelopment Plan. Any deviation from standards of this Plan that results in a “d” variance pursuant to N.J.S.A. 40:55D-70d shall be addressed as an amendment to the Plan rather than via variance relief through the Township’s Zoning Board of Adjustment.

Any deviations from bulk and other specific standards shall require “c” variance relief. The Planning Board shall have the power to grant relief to the same extent as the Board may grant relief from bulk and dimensional requirements pursuant to N.J.S.A. 40:55D-70.c.

An application requesting a deviation from the requirements of this Redevelopment Plan shall provide public notice of such application in accordance with the public notice requirement set forth in N.J.S.A. 40:55D-12a.&b.

The Planning Board may grant exceptions or waivers from design standards for site plan or subdivision approval as may be reasonable and within the general purpose and intent of the provisions for site plan review and/or subdivision approval within the Plan. The Board may grant exceptions or waivers if it is determined that the literal enforcement of one or more provisions of the Plan is impracticable or would exact undue hardship because of peculiar conditions pertaining to the site. No deviations may be granted under the terms of this section unless such deviations can be granted without resulting in substantial detriment to the public good and will not substantially impair the intent and purpose of the Redevelopment Plan and Master Plan.

All development must be approved by the Planning Board and shall be submitted through the normal site plan and subdivision procedures as identified in the Township Ordinance and by N.J.S.A. 40:55D-1, et seq.

Final adoption of this Redevelopment Plan by the Township Council shall be considered an amendment to the Township Zoning Ordinance and Official Zoning Map.



LAND USE PLAN

The Plan proposes the following land use districts:

- Executive Drive Multifamily Residential
- 10 Rooney Circle Office / Municipal Use

Each of the land use districts and their standards are described in detail in the following pages.

Executive Drive Multi-Family Residential District

Purpose:

The purpose of the Executive Drive Multi-Family Residential District is to permit the redevelopment of the existing office buildings at 100 and 200 Executive Drive into a multi-family residential development. The district is approximately 18.3 acres in area. The envisioned development will consist of one or more types of multi-family housing in multiple buildings with an affordable set-aside. The redevelopment is also intended to include the provision of a public dog park as an amenity for the neighborhood and community at large.

Principal Permitted Uses

- Multifamily residential dwellings
- Townhouse residential dwellings
- Public Dog Park

Permitted Accessory Uses

- Parking, including parking structures
- Signage

- Uses customarily incidental to the principal use
- Electric vehicle charging stations
- Photovoltaic (solar) panels in ground-mounted arrays over parking lots, parking structure-mounted arrays, also referred to as “solar canopies” and roof-mounted photovoltaic panels. Ground mounted arrays shall not be permitted over landscaped or otherwise pervious surfaces.

Bulk Standards

Minimum Lot Area	80,000 SF
Minimum Setback to Block 155, Lot 26.01 (PSE&G Property)	15 feet
Min. Setback to Block 155, Lot 40.03	15 feet
Min. Setback to Block 155 Lot 40.04	75 feet
Min. Setback to all other lots / rights-of-way	0 feet
Maximum Building Height*	Four (4) Habitable Stories (Parking structures and Garages are excluded from the calculation of habitable stories, but in no case may any parking structure exceed the height of the principal structure to which it is adjacent or attached)**
Maximum Residential Gross Density (Entire District)	24 Units per Acre
Maximum Lot (Impervious) Coverage	65%***

*A structure sub-divided by firewalls shall be considered separate independent buildings, consistent with the National Fire Prevention Association (NFPA 221) codes and

standards. The maximum height shall be determined for each building individually.

****Architectural features** such as pitched roofs, gables, domes, steeples, etc. shall be permitted. Projections for roof equipment shall be permitted provided they are screened with a solid or decorative shield and do not exceed fifteen (15') feet in height above the roof deck.

*****Where permeable paving systems are proposed**, subject to the approval of the Township Engineer, the areas with permeable paving shall be calculated as 75% impervious. For instance, a parking area and plaza paved with a permeable paving system that equals 20% of the lot area shall be calculated as 15% impervious coverage for purposes of the maximum coverage calculation as it pertains to these district standards.

Affordable Housing

To further the Township's Master Plan goals, and to comply with the spirit of the Fair Housing Act and ongoing affordable housing settlement negotiations, all residential developments within the Redevelopment Area shall provide a set-aside of affordable housing units in accordance with the following standards and the administrative requirements outlined in the Administrative and Procedural Requirements Section of this Plan.

- 15% of rental units shall be affordable family rentals, with a bedroom mix and affordability mix consistent with those mandated by the Uniform Housing Affordability Controls (UHAC).

- 20% of for-sale units shall be affordable with a bedroom mix and affordability mix consistent with UHAC.

Residential Unit Mix

- Studios, One-Bedroom, Two-Bedroom, and Three-Bedroom units shall be permitted. No unit shall have more than three bedrooms.
- The number of market rate three-bedroom units in any residential development shall not exceed 20% of the total number of market rate units in the development.

Minimum Residential Floor Area

- Studio / Efficiency – 500 square feet
- One Bedroom – 650 square feet
- Two Bedroom – 900 square feet
- Three Bedroom – 1,000 square feet

Minimum Parking Requirements

- Residential – All residential parking shall be provided in accordance with the Residential Site Improvement Standards (RSIS N.J.A.C. 5:21):

Townhouse	1 BR – 1.8 / dwelling unit (DU) 2 BR – 2.3 / DU 3 BR – 2.4 / DU
Low-Rise / Mid-Rise	Studio / 1 BR – 1.8 / DU 2 BR – 2.0 / DU 3 BR – 2.1 / DU

- ADA accessible parking including van accessible spaces shall be provided in compliance with ADA standards.

Additional Standards

- Area for a public dog park shall be provided within the district, either as a standalone lot or as part of a development site. The lot area devoted to the dog park, inclusive of parking, landscaping, buffer areas, and surrounding natural features, shall consist of a minimum of 80,000 square feet and shall be constructed by the redeveloper at its sole cost and expense. The design of the dog park shall be reviewed and approved by the Planning Board and Township Council.
 - A subdivision may be necessary to create a lot for the development of the dog park.
 - The dog park shall include sufficient areas to accommodate large and small dogs.
 - The dog park area shall include a minimum of forty (40) parking spaces.
 - “Blue Light” emergency call station(s) shall be provided in the vicinity of the dog park to enhance public safety.
- Applications for development shall provide topographic data, the location of existing trees, and demonstrate compliance with the Township's Steep Slope and

Natural Features Ordinance (Section 25-28) and the Tree Protection and Removal Ordinance (Section 25-27).

- The existing retention basin shall be upgraded and



Dog Park in Essex County Brookdale Park

improved to provide an on-site amenity in addition to its function as a storm water management structure.

- Amenities including but not limited to one or more community rooms, fitness centers, pools, and outdoor seating areas shall be provided for the use and enjoyment of the residents. At the time of site plan application, details regarding the amenity package shall be presented for review and approval.

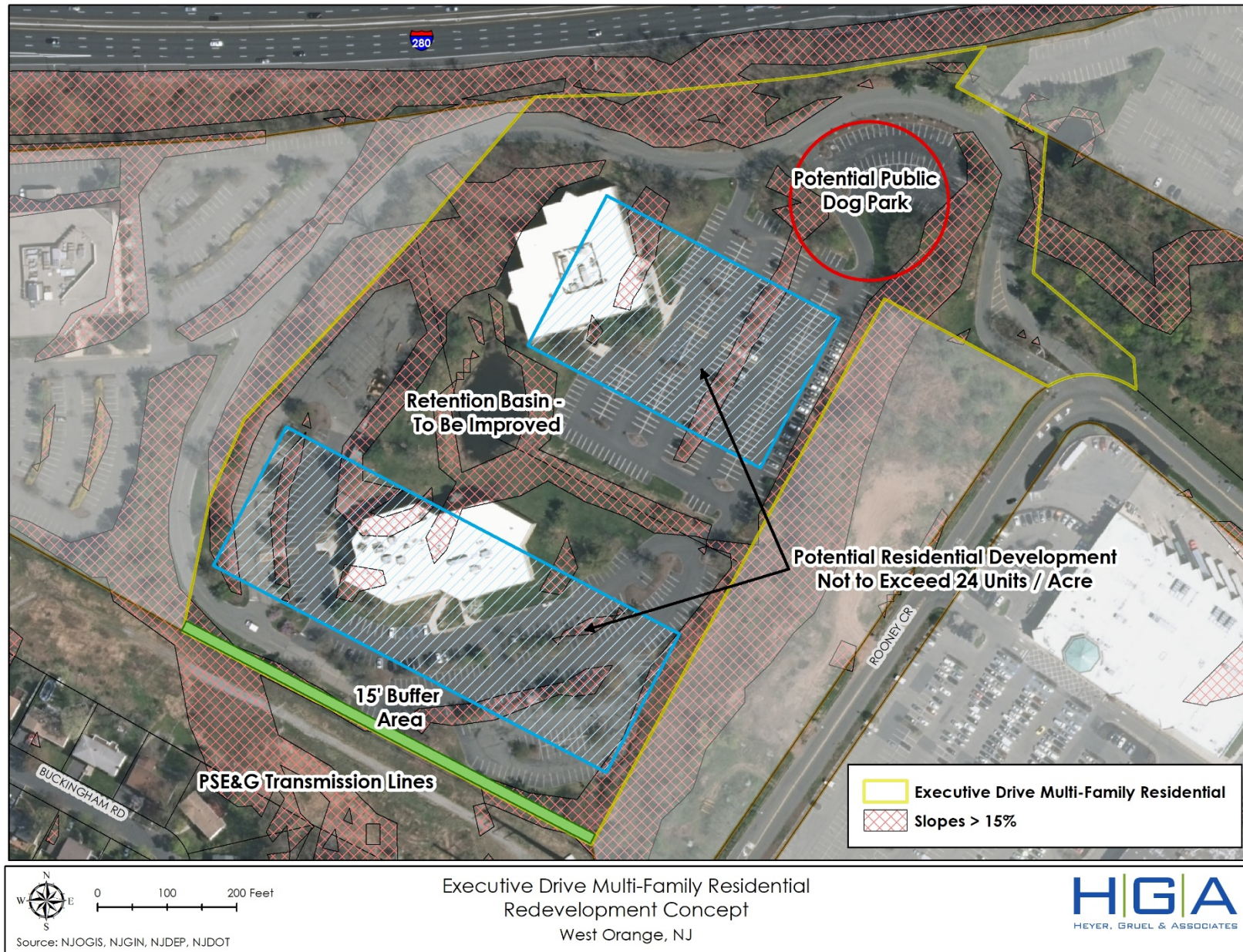
- A 15 foot buffer area consisting of a mix of deciduous and evergreen plantings and a six (6') foot tall fence shall be provided along the property line adjacent to Block 155, Lot 26.01.
- Structured parking shall be designed using compatible or complementary materials to the principal building(s). All voids in the structures shall be screened using architectural elements, green screens, scrims or other features so that lights and vehicles are not individually visible.
- The internal circulation for the district is shared with the adjacent 300 Executive Drive and 10 Rooney Circle properties. Modifications to the driveways and internal circulation system may be necessary. The existing access easements shall be preserved and/or updated as needed.
- The West Orange Jitney shuttle service provides a commuter link to the Orange, Mountain, and South Orange Train Stations. As part of the redevelopment of the site the Redeveloper shall work with the Township to supplement or expand the Jitney service if necessary. In addition, a shuttle from within the development to the Essex Green Bus Stop shall be provided to coordinate with the Jitney and to provide access to the shopping center and bus at other times of the day.



West Orange Jitney Shuttle Bus

Concept

The figure on the following page provides a rough conceptual layout of the potential redevelopment scenario overlaid on the existing conditions. Future redevelopment on the site is intended within the previously developed portion of the site, to the extent feasible, in order to minimize the disturbance of steeply sloped areas. The concept illustrates the buffer area, potential building footprints, and the area that may be allocated for the construction of a public dog park. The concept is not binding for the Township or a potential developer, it is merely intended to provide an example of the possible redevelopment outcome.



10 Rooney Circle Office / Municipal Use District*Purpose:*

To allow for the continuation of office uses and provide a future opportunity to relocate or expand municipal services to the area. A mix of leasable office space, municipal office space, and other municipal or public uses is anticipated. The district is approximately 5.2 acres in area.

Principal Permitted Uses:

- Offices
- Public / Municipal facilities
- Libraries
- Billboards subject to the following:
 - Compliance with the State Roadside Sign Control and Outdoor Advertising standards at N.J.A.C. 16:41C.
 - Billboards shall be located as close as possible to the property line abutting Interstate 280
 - Billboards shall be oriented to limit views from residential properties. Applicants shall prepare photo-simulations depicting the proposed billboard with a reasonable degree of accuracy from any residential properties within 500 feet of the proposed location and any other locations requested by the Board.
- Billboard operators shall work with the Township to provide an opportunity to display public service messages to the extent feasible
- Wireless telecommunications antennas subject to the following:
 - Wireless telecommunications antennas shall be permitted to be installed on existing buildings. Freestanding monopoles, towers, or similar structures shall not be permitted.
 - Wireless telecommunications antennas shall not be mounted on a building façade.
 - Antennas and other typical accessory components (i.e. equipment shelters, generators, etc.) shall be located on the building roof setback from the edge of the roof a distance equal to the height of the installation or obscured from view by a parapet wall or similar shielding installation that is designed to match the style and color of the building.
 - The height of a wireless communications antenna shall not extend more than ten (10') feet from roof level.
 - Small cell node antennas may be mounted on utility or light poles provided the design blends

with the aesthetic of the pole and is not visually intrusive, similar to the example below:



Permitted Accessory Uses

- Parking
- Equipment and material storage areas associated with municipal facilities and services
- Fuel pumps associated with municipal facilities and services that are not open to the public
- Signage
- Electric vehicle charging stations
- Photovoltaic (solar) panels in ground mounted arrays within existing impervious areas, also referred to as "solar canopies" and roof-mounted photovoltaic panels

Bulk Standards

Minimum Setback for Principal Structure (all lot lines)	80 feet
Minimum Setback for Accessory Structures	20 feet to I-280 ROW 50 feet to all other property lines
Maximum Building height	4 stories / 50 feet*
Maximum Lot (Impervious) Coverage	80%

*Building height shall be measured from the mean finished grade around the building to the roof deck in the case of a flat roof or to the midpoint of the roof in the case of a sloped roof. Projections for roof equipment shall be permitted provided they are screened with a solid or decorative shield and do not exceed fifteen (15') feet in height above the roof deck.

Minimum Parking Requirements

- Non-Residential – Parking for non-residential uses shall be provided based on Parking Schedule II in Section 25-12.2.b of the Township Ordinance, unless otherwise indicated in this Plan.
- ADA accessible parking including van accessible spaces shall be provided in compliance with ADA standards.

Additional Standards:

- Outdoor storage of materials, equipment or vehicles shall take place in designated areas. Where possible,

materials and equipment should be stored within structures and/or screened from public view.

- To the extent feasible, electric vehicle charging stations should be provided in parking areas accessible to the public.
- Electric charging infrastructure for municipal vehicles and equipment should be provided and designed to be adaptable to scale with future fleet electrification.

Design Standards

The following are site plan design standards. The standard for relief for any deviations from these standards shall be consistent with the MLUL requirements at N.J.S.A 40:55D-51. The design standards are intended to reinforce the physical, visual, and spatial characteristics of the Redevelopment Area. Any elements not covered by these standards shall be subject to the appropriate provisions of the West Orange Land Use Regulations.

Architectural Design

- Each building shall have a cohesive architectural design that provides an attractive view from all vantage points. The topography of the Area creates a unique challenge with regard to building design and material choice.
- Exterior walls of buildings shall not have large blank or featureless expanses. Building facades shall be articulated with changes in depth, porches and/or balconies, recessed windows or window bays, and decorative elements.
- All building mechanical equipment and rooftop appurtenances shall be screened in an attractive manner that is consistent with the overall architectural design of the development. Consideration should be given to screening rooftops at lower elevations that may be viewed from above.

- Building facades shall be finished with durable material that differentiates between ground floors and upper floors and provides complementary variation along the façade. EIFS and vinyl siding shall be prohibited.

Fences and Walls

- Fences shall not exceed four (4') feet in height in any required setback area abutting a public street.
- Fences shall not exceed six (6') feet in height anywhere else in the Area.
- The finished side of any fence shall face away from the applicant's property.
- Chain link fence (unless vinyl coated), barbed wire, razor wire, and electrical wire fence shall be prohibited.
- Walls shall not exceed four (4') feet in height, except for retaining walls required as part of an approved grading plan, subject to review by the Township Engineer and Planning Board.

Landscaping

- Maximum effort should be made to preserve and incorporate into the landscaping plan all existing trees and vegetation within the Area.
- All open space areas shall be landscaped and maintained in an attractive condition with appropriate plant materials.

- Best management practices are encouraged to reduce stormwater runoff and improve groundwater recharge.
- Native species shall be utilized for plantings to the extent feasible. Native plant species can be found at: http://www.npsnj.org/pages/nativeplants_Plant_Lists.html and other similar sources.
- Invasive species shall be prohibited. A list of invasive species and non-invasive alternatives can be found at: <https://www.invasive.org/alien/pubs/midatlantic/midatlantic.pdf>
- Landscaping shall be provided around the perimeter of parking areas and within islands and rows separating parking spaces. One (1) tree plus ground level plantings shall be provided for each ten (10) surface parking stalls proposed.

Lighting

- A lighting plan shall be provided for review by the Planning Board. The proposed level of illumination shall be shown for all areas of the site in either lux or foot-candles.
- Minimum Illumination Levels shall be as follows:
 - Pedestrian Walkways – 5 lux / 0.5 foot-candles
 - Parking Areas – 11 lux / 1.0 foot-candles
 - Streets / Driveways – 5 lux / 0.5 foot-candles
 - Parking Garages – 30 lux / 3.0 foot-candles

- Details shall be provided for all light poles and fixtures.
- All light fixtures shall be LEDs
- All light fixtures shall be shielded to prevent off-site spillage and glare.
- Light poles shall not exceed twenty (20') feet in height or the height of the principal building, whichever is lesser.

Parking and Loading

The design of off-street parking and loading areas shall comply with the standards in Township Ordinance Section 25-12.1, 25-12.3, and 25-12.4 except as noted below or elsewhere in this Plan:

- Parking spaces shall be setback a minimum of ten (10) feet from the Rooney Circle or I-280 right-of-way.
- There shall be no required setback for parking spaces adjacent to other properties in the Area or private roadways.
- Bicycle racks shall be provided near the entrances of non-residential and municipal uses.
- Bicycle storage / parking areas shall be provided as an amenity in residential developments.
- Parking structures shall be constructed of compatible and/or complementary materials to the surrounding buildings to blend architecturally with the remainder of the development.

- The provision of electric vehicle charging stations and spaces is encouraged within structured parking facilities and surface lots. Where demand is uncertain, providing adaptable electrical infrastructure to allow for the installation of charging stations in the future is preferred.



Electric Vehicle Charging Station

Recycling and Refuse

- All developments shall have appropriately sized recycling and refuse enclosures that comply with Township Ordinance section 25-8.14.
- All recycling and refuse enclosures shall be constructed of durable fencing and/or masonry block, a minimum of six (6') feet in height, which provides visual screening.
- Landscaping consisting of evergreen plantings shall supplement the screening.

Signage

- A system of wayfinding signage shall be permitted throughout the Area. The wayfinding signage shall be a comprehensive coordinated system with uniform style and color that is designed to direct motorists and pedestrians to destinations within the Area. There shall be no specific limit to the number of wayfinding sign, but their placement shall be subject to the Planning Board's review and approval.
 - Location Requirement – Shall not be placed in a location that obstructs or interferes with a sight triangle or any traffic control measures.
 - Height Requirement – Shall not exceed four (4') feet in height.
 - Size Requirement – Shall not exceed six (6) square feet in area per side.

- Except as noted in this Plan, signage in the Executive Drive Multifamily Residential District shall comply with Township Ordinance Section 25-15.3.b.
- Except as noted in this Plan, signage Standards in the 10 Rooney Circle Office / Municipal District shall comply with Township Ordinance Section 25-15.3.c.2.

Stormwater Management

- All development shall comply with Section 25-29 "Stormwater Control" of the Township Ordinance.
- Site design within the Area shall adhere to the New Jersey Stormwater Management Best Management Practices.
- To the extent feasible, development within the Executive Drive - Rooney Circle Redevelopment Area should utilize green infrastructure techniques including, but not limited to the following:
 - Rain gardens/bioswales: Landscaped areas with native vegetation that capture, filter, and retain rainwater and allow to be absorbed back into the groundwater system, reducing the amount of runoff flowing to the municipal sewers.
 - Green roofs: Roofs partially or completely covered with vegetation, soil beds, drainage layer, and a water-proofing medium. Benefits include retention and filtration of rainwater,

reduction of urban height island effect and insulation, creation of habitats for wildlife, and a more aesthetically pleasing landscape.

- Permeable pavement: Surface layer that allows for the infiltration of water back into the ground instead of into the sewers. Permeable pavement can be used for sidewalks as well as other hardscaped surfaces such as parking stalls and driving aisles.

Utilities

- All utilities shall be installed underground.
- Building mounted utility meters shall be placed in enclosures, rooms, alcoves or otherwise integrated within the design of the building and screened from public view.
- Utility boxes and ground level utility structures shall be screened on at least three (3) sides by landscaping that will conceal the box throughout the year while permitting access by the utility company.

SUSTAINABILITY PLAN

- *Master Plan Sustainability Plan* – New development and improvements to the site and buildings under the Executive Drive - Rooney Circle Redevelopment Plan shall be guided by the Goals, Principles, and Actions of the most recent version of the Township of West Orange Sustainability Plan Element, adopted in the 2010 Master Plan Update.

In addition to the specific District Standards and Design Standards in the Plan, all redevelopment projects shall comply with the following Green Building Standards:

- *Green Building Standards* – New development and site improvements shall follow the Sustainable Building and Design Standards and checklist in Section 25-51.16 of the Township Ordinance. The Redeveloper is encouraged, but not required to, register the buildings in the Area in the USGBC LEED certification program. In addition, a minimum of 20 of the following 29 sustainability actions shall be included in the redevelopment project:

1. Passive Solar, Ventilation & Shading Design

Passive Solar - The basic natural processes used in passive solar energy are the thermal energy flows associated with radiation, conduction and natural convection. When sunlight strikes a building, the building

materials can reflect, transmit or absorb the solar radiation. These basic responses to solar heat lead to design elements, material choices and placements that can provide heating and cooling effects in a home. Passive solar energy means that mechanical means are not employed to utilize solar energy.

Solar Photovoltaic Readiness – Roofs should be constructed to accommodate a future solar PV system. This includes ensuring that the roofing structure and finish material can bear the structure required to add a solar PV array. In addition, there must be a 2" (minimum) conduit run that provides roof-to-electrical panel room connectivity.

Passive Ventilation & Shading – Buildings and windows should be oriented to resist cold northern winds and lack of sun in the winter and open to warmer southern breezes in the summer. Apply suitable roof overhangs, awnings and/or deciduous trees.

2. Pedestrian Paths (Sidewalks)

Build sidewalks that are wide, pleasant, and buffered from automobile traffic. Create pleasant walkways and bikeways through site to community areas, between buildings, surrounding neighborhoods, and parking.

3. Ducts and HVAC protected from dust during construction and/or cleaned prior to occupancy

Completely seal duct and HVAC equipment openings with plastic film and tape, or other suitable material, until after final cleaning of unit. If system is used during construction, install MERV 8 filters on all return grills. In addition (or as an alternative), thoroughly flush and vacuum all ducts prior to system startup and upon completion of all construction and finish work.

4. Low VOC Interior Paints and Finishes

Follow VOC limits for all paints.

5. Low VOC Adhesives and Sealants

Follow VOC limits for all adhesives and sealants.

6. MERV 8 (or higher) air filters in ducted forced air systems

Install pleated furnace filters, minimum MERV 8, during testing and balanced of HVAC system and for the life of the system. If running ducted forced air system during construction, use MERV 8 filters during construction, replace regularly, and prior to system testing and balancing.

7. Combustion Devices Directly Vented or Sealed

With the exception of gas stoves, all combustion devices must be power vented or sealed combustion.

8. Automatic Bathroom Ventilation

Install fans that directly vent to the outside in bathroom with automatic timer control. This is also a minimum requirement for ENERGY STAR Certification. Fans shall have a maximum of 1.5 sones (noise level).

9. Direct Vent of Kitchen

All kitchen exhausts shall be directly vented to the outside.

10. Encapsulation of non-UF (Urea Formaldehyde) free composite cabinets

If Urea Formaldehyde is in any particleboard or other composite wood product incorporated into the interior of the project (cabinetry, countertops, etc.), all exposed edges (those not covered by another, sealing material – including backs) must be coated and sealed with water-based polyurethane or approved paint to slow the out-gassing rate of harmful toxins. Sealing can be done in shop, before delivery, however, if the cabinetry is cut on-site, the cut faces must be resealed prior to installation.

11. Insulation with Low Formaldehyde Content

The most common form of insulation in homes today is fiberglass, fabricated primarily from silica sand, which is spun into glass fibers and held together with an acrylic phenol-formaldehyde binder. There are brands of fiberglass insulation that do not contain phenol-formaldehyde binding agents and are an unfaced white batt insulation bonded with a formaldehyde free thermosetting resin. The Uniform Construction Code prohibits urea-formaldehyde foam insulation. The binder used in batt insulation should be phenol-formaldehyde-free.

One of the more reasonable priced alternatives to fiberglass insulation is cellulose spray-in insulation; of which recycled newspaper is a major component. Other alternative insulation systems to consider are soy foam, recycled denim, and oyster shell insulation.

12. Operable Windows

Choose windows that can be opened. Operable windows provide opportunities for natural heating, cooling, and ventilation as well as providing a direct connection to the outdoors and the neighborhood. Also, ensure that the window is easily operable. For example, if the window is too heavy to lift and does not

have a lip to grab then it is not readily operable; this could really be an issue for frail or elderly residents, who would have to call for assistance.

13. Smoke-Free Building

Implement and enforce a “no smoking” policy in all common and individual living areas of all buildings. Common areas include rental or sales offices, entrances, hallways, resident services areas and laundry rooms.

14. Exterior Wall Drainage Plane

Provide exterior wall drainage plane using building paper, housewrap or layered water-resistant sheathings (rigid insulation or a foil covered structural sheathing) with seams taped or sealed.

15. Window Flashing Details

All windows and exterior openings must demonstrate best practices for flashing details in order to create a weather resistant barrier. Details must be developed to meet the intent for both the window and wall system manufacturer's products. Window details will show pan and sill flashing, damming the edges of the bottom sill flashing, and location of weep holes to exterior facade.

16. Roof

Roof warranty should be 30 years for pitched roofs and 20 years for flat roofs.

17. All Units ENERGY STAR Certified

All Projects are required to be Energy Star Certified or Equivalent as a threshold.

18. ENERGY STAR Appliances

Refrigerator, clothes washer, and dishwasher must be ENERGY STAR rated.

19. ENERGY STAR Lighting Fixtures

Install ENERGY STAR labeled lighting fixtures or the ENERGY STAR Advanced Lighting Package in all interior units, and use ENERGY STAR or high-efficiency commercial grade fixtures in all common areas and outdoors. Also, install ENERGY STAR or equivalent energy efficient lamps in all fixtures.

20. Windows with Low-E coating

All windows installed should meet ENERGY STAR guidelines and have a low-E coating.

21. Occupancy and Daylighting Controls

Lighting in community and meeting rooms, laundry, and other common spaces, must have occupancy and

automatic daylight controls to reduce energy use when unoccupied. Common space does not include hallways, stairwells and any means of egress. For example, exterior porch and site lighting has daylight sensors and controls.

22. High Energy Factor Water Heaters beyond ENERGY STAR Requirements

Install water heater with energy factor greater than 60% AFUE for gas fired units and 0.95 for electric. For unit-by-unit water heaters, use electric water heater (tank type) of 0.91 EF (efficiency) or greater; a natural gas water heater (tank type) of 0.60 or greater for 50-gallon, 0.62 EF or greater for 40-gallon, or 0.65 EF or greater for an instantaneous model (tankless).

23. Easy to Use Programmable Thermostats

Provide a seven-day, digital programmable thermostat that runs on 24volts of the HVAC system, with battery backup, and no mercury. Make buttons large and system easy to use.

24. Recycle or salvage construction and demolition debris

Develop plan and protocol to properly sort and dispose of construction waste material separate from recycled

material. Establish a system for daily collection and separation of materials designated to be recycled including concrete, metals, wood, recyclable plastics, bottles and cardboard, at a minimum.

25. Recycling Centers in Common Areas

Design buildings with easy access to recycling stations that are well marked, easy to understand and accessible and compatible with county or municipal recycling programs

26. Low-Flow Fixtures

Faucets shall be a maximum of 1.5 gpm in the kitchen, and 0.5 gpm for the bathroom. Showerheads shall be a maximum of 2 gpm.

27. High Efficiency Toilets

Toilets shall have an efficiency of 1.3 gallons per flush, or better (less). Dual-flush toilets can also be used with a maximum flush of 1.3 gallons.

28. Green Roofs

Green roofs (roofs with a vegetative surface and substrate) provide for better stormwater management, better regulation of building temperatures, and reduced heat island effect. An additional benefit of green roofs is that they have been shown to increase the marketability

of a building and provide a significant aesthetic benefit to building occupants.

29. Pursue LEED Certification (Leadership in Energy and Environmental Design)

This certification program is a nationally accepted benchmark for the design, construction, and operation of high-performance green buildings.

- *Storm Water Best Management Practices (BMPs)* – The Redeveloper is encouraged to utilize BMPs, including but not limited to rain gardens, bioswales, green roofs, and permeable pavement, to reduce stormwater runoff and improve groundwater recharge on the site.



Bioswale example of stormwater best management practice

- *Steep Slopes* – Development shall comply with the Township's Steep Slope and Natural Features Ordinance (Section 25-28) and Tree Protection and Removal Ordinance (Section 25-27) in order to minimize disturbance of any slopes greater than 15% grade and preserve existing trees.
- *Electric Vehicle Charging* – Electric vehicle charging stations shall be incorporated throughout the Redevelopment Area. Office developments shall offer designated spaces as an amenity to employees, customers, and visitors. The Township shall include EV infrastructure as part of any municipal / public uses that are developed in the Area. Multi-family residential developments shall include charging stations and infrastructure that is adaptable to accommodate additional stations in the future.
- *Renewable Energy* – Redevelopment projects shall explore the feasibility of incorporating renewable energy, particularly photovoltaic solar panels, into the design of projects. Roof mounted systems on office and municipal buildings or canopy systems on the top floor of structured parking or over surface parking lots are encouraged.

CIRCULATION PLAN

- *Master Plan Circulation Plan* – Improvements to the site under this Plan shall be guided by the general goals and objectives of the 2019 Master Plan Circulation Plan Update and the 2016 “Complete Streets” update to create a comprehensive, integrated, connected street network that safely accommodates all users.
- *Site Circulation Standards* – Site circulation improvements shall include provision of sidewalks or similar pedestrian pathways, protections for pedestrians at crosswalks and sidewalks, bicycle paths and routes, bicycle racks, and other site circulation best practices for multi-family residential, commercial, and office sites.
- *Walking Path* - A walking path shall be constructed throughout the Area, connecting the multifamily residential housing with the dog park, Essex Green shopping center, potential future municipal uses at 10 Rooney Circle and the jitney bus stop at Essex Green.
- Executive Drive is a private road, which provides access to 100, 200, 300 Executive Drive and 10 Rooney Circle. During the course of the redevelopment project, it may be necessary to modify or realign portions of Executive Drive. There is an existing access easement in place that

shall remain and be modified during the course of the redevelopment project if necessary.

- *Transit*
 - NJ Transit Bus Route 71 stops at the Essex Green Mall. The bus route runs through Essex County and terminates at Newark Penn Station. Wayfinding signage including route information, schedules, and other pertinent details should be provided at key points throughout the Area.
 - NJ Transit Rail Service with Mid-Town direct and Hoboken bound trains is available from three nearby stations. The Orange Train Station, the Mountain Station and the South Orange Station are approximately 3, 3.5 and 4.5 miles from the Redevelopment Area, respectively. The West Orange Jitney offers connecting service that stops at Essex Green in the morning and evening peaks. A shuttle within the redevelopment area shall be provided in coordination between the Township and Redeveloper(s) that links the Jitney service to the potential residential, office, and municipal users throughout the Area.

CONFORMANCE WITH TOWNSHIP OBJECTIVES

The Township's most recent comprehensive Master Plan was adopted in 1989. Since that time, three Reexamination Reports and updates to several Plan Elements have been prepared. The most recent Reexamination Report was adopted in 2019, which includes updates to the Land Use, Economic Development, Historic Preservation, Community Facilities, Utilities and Recycling, Circulation, Housing, Open Space and Recreation, and Sustainability Elements. the 2016 Circulation Element update includes a subsection of the recommendations section that incorporates a Complete Streets policy.

Master Plan Reexamination Report and Update (2019)

The Township adopted a Master Plan Reexamination Report and Update in 2019. The following goals, objectives, and policies in the Plan are relevant to the Area and the formulation of this Redevelopment Plan:

2019 Master Plan Objectives

- Guide appropriate long-range development of lands within the Township through a continual planning process.
- Encourage coordination of public development with land use policies.
- Provide sufficient space for balanced growth and development.

- Encourage economic development, redevelopment, and rehabilitation in Downtown and other commercial areas that is compatible with the character of the Township.
- Provide for the housing needs of senior citizens and low- and moderate-income households.
- Coordinate public and private procedures and activities.

Land Use Plan

- The Land Use Plan identifies the Essex Green / Executive Drive Area, of which the Redevelopment Area is a part, as a "Focus Area" with the following recommendations:
 - Allow for a broader mix of uses.
 - Better integrate the mix of uses in this area.
 - Provide connectivity between commercial and office uses, as well as with surrounding residential areas.

Economic Development Recommendations

- The 2010 Economic Development Element recognizes the existing office / commercial developments clustered at I-280 and Prospect Avenue and recommends that the Township continue to maintain a mix of land uses.
- The 2010 Plan continues the recommendation from 2004 that states: "development that generates employment opportunities and beneficial commercial/retail activity

should continue to be encouraged where it is compatible with adjacent land uses, and sensitive natural and environmental features, and should be balanced by the need to maintain adequate public infrastructure and facilities, services and pedestrian and vehicular circulation patterns.

Community Facilities Plan

- The Plan recognizes that there is a possibility of relocating the library to a new facility within West Orange.

Sustainability Plan

- Reduce the use of fossil fuels
- Implement energy efficiency measures
- Increase the use of renewable energy alternatives
- Identify opportunities to reduce energy consumption in municipal operational sectors including buildings, vehicle fleets, outdoor lighting, and water and wastewater treatment facilities
- Encourage improved energy efficiency in existing commercial buildings.

Circulation Plan Element

- The Township offers commuter shuttle routes (West Orange Jitney) that connect the nearby train stations to neighborhoods and commuter lots. This Plan seeks to

integrate the Jitney service with new development and enhance it as necessary.

- This 2019 Plan promotes pedestrian connections throughout the development and requires design improvements to the circulation system that are consistent with the 2016 Complete Streets Plan Element.

RELATIONSHIP TO OTHER PLANS

State Development and Redevelopment Plan (SDRP)

In 2001, the State Planning Commission adopted the State Development and Redevelopment Plan (SDRP). The SDRP is a document that, while not binding, guides State-level development and redevelopment policy as well as local and regional planning efforts. Eight statewide goals are articulated in the Plan, along with dozens of corresponding implantation policies. The goals are as follows:

1. Revitalize the State's cities and towns.
2. Conserve the State's natural resources and systems.
3. Promote beneficial economic growth, development and renewal for all New Jersey residents.
4. Protect the environment, prevent and clean up pollution.
5. Provide adequate public facilities and services at a reasonable cost.
6. Provide adequate housing at a reasonable cost.

7. Preserve and enhance areas with historic, cultural, scenic, open space, and recreational value.
8. Ensure sound and integrated planning and implementation statewide.

This Plan meets stated goals 1, 2, 3, 5, 6, and 8 of the SDRP.

- The intended redevelopment of the outdated and underutilized office buildings into multi-family residential housing will bring a productive use to the site for the future.
- The Plan intends to minimize environmental disturbance by using existing infrastructure and building with respect to the sensitive environmental features on the site.
- Revitalizing and redeveloping the surplus of suburban office space to restore its economic benefit is a State-wide challenge that this Plan seeks to address.
- Relocating the Department of Public Works or Library to the office building at 10 Rooney Circle expands the Township's ability to provide municipal services.
- Constructing affordable, family rental housing fulfills the Township's affordable housing requirements while also providing housing for families of all income groups.
- The Redevelopment Area is located in PA-1 and is in close proximity to major highways. Redevelopment of the site is consistent with good planning principals and integrated land use planning and implementation.

The SDRP also includes a State Plan Policy Map, which divides the state into regions known as Planning Areas. This Redevelopment Area is located in the Metropolitan Planning Area (PA-1), which is characterized by intensive existing development and is the target for redevelopment efforts. The goals for PA-1 include the following:

1. Provide for much of the state's future redevelopment.
2. Revitalize cities and towns.
3. Promote growth in compact forms.
4. Stabilize older suburbs.
5. Redesign areas of sprawl.
6. Protect the character of existing stable communities.

This Plan meets stated goals 1, 3, 4, and 5 for Planning Area 1.

- The redevelopment project promotes the reuse and revitalization of a parcel whose current improvements are outdated.
- The redevelopment of a previously disturbed and developed site is consistent with concept of promoting growth in compact forms.
- The suburban office park model has declined in viability; this plan seeks to stabilize the Area's economic future by building more affordable housing options and promoting mixed-use development.

- Suburban office parks are a symbol of sprawling development patterns. This Plan seeks to develop buildings that were built during a period of suburban expansion and is currently outdated, and construct in their place new, affordable, multi-family housing.

State Strategic Plan

The final draft of the State Strategic Plan was released in 2012. While the State Strategic Plan has not been officially adopted, and the SDRP is still the official State Plan, it is still prudent to review the relationship between this Plan and the State Strategic Plan Draft. This Plan is consistent with the stated goals of the State Strategic Plan. This Plan exemplifies the guiding principle of “Spatial Efficiency”, where new development is encouraged to be located in areas where infrastructure is already in place to support growth.

This Plan meets the following “Garden State Values” of the State Strategic Plan:

- Prioritize Redevelopment, infill, and existing infrastructure
- Create high-quality, livable places

Essex County Plans

The only recent county-wide planning document adopted by Essex County is the 2013 Comprehensive Transportation Plan. The County also has a Park, Recreation, and Open Space Master Plan that dates to 2003.

Essex County Comprehensive Transportation Plan (2013)

The County Comprehensive Transportation Plan's vision is to “Develop a safe coordinated and integrated multimodal transportation system that provides accessibility for all users while promoting connectivity, economic vitality and productivity, our communities' livability, and our ecosystem's viability.”

- The West Orange Jitney System, which stops at Essex Green, is identified in the Transportation Plan as a link to the Orange and South Orange Train Stations, which offer Midtown-Direct train service.
- The Prospect Avenue corridor is identified as a location with a high percentage of auto trips with potential to be diverted to transit.

Master Plans of Adjacent Municipalities

The Redevelopment Area is centrally located within West Orange Township and does not border or impact any of the adjacent municipalities.

ADMINISTRATIVE AND PROCEDURAL REQUIREMENTS

Redevelopment Entity

The Township Council shall serve as the Redevelopment Entity to implement this Redevelopment Plan. The Redevelopment Entity must designate a redeveloper prior to the submission of an application for any approval to the Planning Board.

Property to be Acquired

The Area has been designated as a non-condemnation redevelopment area. No property acquisition using eminent domain is authorized or anticipated as a part of this Plan.

Relocation Assistance

Eminent domain is not authorized as part of this plan and any transfer of property and subsequent relocation requirements are purely voluntary so no plan for relocation assistance is necessary.

Affordable Housing

There are no housing units in the Area, so there are no affordable housing units identified for removal as part of the implementation of this redevelopment Plan.

Provision of New Affordable Housing Units

Redevelopment Plans are permitted to require the provision of affordable housing units per the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-7.b).

A minimum of 15% of new housing units shall be set aside as affordable family rental units. Residential units shall be developed in conformance with the Uniform Housing Affordability Controls (UHAC, N.J.A.C 5:80-26:1 et seq. or any successor legislation, with the exception that in lieu of 10% of the affordable units in rental projects being required to be affordable to households earning at or below 35% of the regional median income, 13% of the affordable units in such projects shall be affordable to households earning at or below 30% of the regional median income, consistent with and as required by the Fair Housing Act.

Deed Restrictions shall be filed ensuring that the affordability controls remain in place for at least 30 years pursuant to UHAC.

Amending the Redevelopment Plan

Upon compliance with the requirements of applicable law, the West Orange Township Council may amend, revise or modify this Redevelopment Plan, as circumstances may make such changes appropriate.

Duration of the Redevelopment Plan

This Redevelopment Plan shall be in full force and effect for a period of thirty (30) years from the date of approval of this Plan by the Township Council.

IMPLEMENTATION OF REDEVELOPMENT PLAN**Redevelopment Agreements**

The following restrictions and controls on redevelopment are statutorily imposed by the Local Redevelopment and Housing Law, in connection with the selection of a redeveloper or redevelopers and shall apply notwithstanding the provisions of any zoning or building ordinance or other regulations now or hereafter in force. The restrictions and restraints shall be implemented by appropriate covenants or other provisions in redeveloper agreements and/or disposition instruments.

- The redeveloper(s) will be obligated to carry out the specified improvements in accordance with the Redevelopment Area Plan.
- The redeveloper(s), its successors or assigns shall devote land within the Redevelopment Area to the uses specified in this Redevelopment Plan.
- The redeveloper(s) shall begin the development of said land for the use(s) required in this Redevelopment Plan within a period of time that the Township Council fixes as reasonable.
- Until the redeveloper(s) completes construction of the improvements, the redeveloper(s) will not be permitted to sell, lease, or otherwise transfer or dispose of property within the Redevelopment Area without prior written consent of the Township.
- Upon completion of the required improvements, the conditions determined to exist at the time the Redevelopment Area was determined to be in need of redevelopment shall be deemed to no longer exist.
- No covenant, agreement, lease, conveyance or other instrument shall be effected or executed by the redeveloper(s), the Township Council, or the successors, lessees, or assigns of either of them, by which land in the Redevelopment Area is restricted as to sale, lease, or occupancy upon the basis of race, color, creed, religion, ancestry, national origin, sex or marital status.
- Neither the redeveloper(s) nor the Township Council, nor the successors, lessees, or assigns shall discriminate upon the basis of race, creed, religion, ancestry, national origin, sex or marital status in the sale, lease or rental or in the use and occupancy of land or improvements erected or to be erected thereon, or any part therein.

AN ORDINANCE AMENDING CHAPTER 15, “RENT CONTROL”, SECTION 15-3, “RENT LEVELING BOARD”; SUBSECTION 15-3.1, “RENT LEVELING BOARD; CREATION; ORGANIZATION”, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE, TO ADD A COUNCIL LIAISON TO THE RENT LEVELING BOARD’S MEMBERSHIP

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 15, “Rent Control”, of the Revised General Ordinances of the Township of West Orange be and is hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to add the position of Council Liaison to the membership of the Rent Leveling Board.

II. CHAPTER 15, “RENT CONTROL”, SECTION 15-3, “RENT LEVELING BOARD”; SUBSECTION 15-3.1, “RENT LEVELING BOARD; CREATION; ORGANIZATION”, SHALL BE AND HEREBY ARE AMENDED TO INCORPORATE THE FOLLOWING:

§ 15-3.1 Rent Leveling Board; Creation; Organization.

[1972 Code § 17-3.1; Ord. No. 318-74 § 1; Ord. No. 632-81 § 1; Ord. No. 645-82 § 1; Ord. No. 1030-90 § 1]

- a. There is hereby created a West Orange Rent Leveling Board (Board) which shall consist of seven members appointed as hereinafter set forth. All members must be bona fide residents of the Township and shall serve without compensation except as otherwise provided by ordinance.
- b. Each member of the Township Council shall appoint one member of the Board who shall serve coterminous with the Council member making the appointment.
- c. In addition to those Board members appointed by each Council member there shall be two Board members appointed by majority vote of the Township Council, each of whom shall be appointed for a two-year term except that the terms of these members first appointed shall be as follows:
 1. One member shall be appointed for a term of one year.
 2. One member shall be appointed for a term of two years.

Thereafter the successor of each member appointed by a majority vote of the Council shall be appointed for a term of two years and until the appointment and qualification of a successor.
- d. A vacancy during the term of any member shall be filled for the unexpired portion thereof only.

e. The Township Council may remove any regular member of the Board for cause upon written charges served upon the member and after a hearing thereon at which the members shall be entitled to be heard and represented by counsel.

f. A member shall not be permitted to act on any matter in which he/she has either directly or indirectly any personal or financial interest.

g. All appointments to the Board shall be by resolution of the Township Council.

h. The Township Council shall annually nominate and select by majority vote one of its members to be Council Liaison to the Rent Leveling Board for the calendar year. The Council Liaison shall be a non-voting member of the Board.

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

Cindy Matute-Brown, Council President

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

Introduced: January 26, 2021

Adopted: February 9, 2021

Legislative History

The purpose of this ordinance is to add a member of the Township Council as Council Liaison to the Rent Leveling Board. The Council Liaison shall be a non-voting member of the Board.

AN ORDINANCE AMENDING CHAPTER 2, "ADMINISTRATION", SECTION 2-47, "ENVIRONMENTAL COMMISSION", SUBSECTION 2-47.2, "MEMBERSHIP", OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE, TO ADD A COUNCIL LIAISON TO THE COMMISSION'S MEMBERSHIP

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 2, Administration, 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 add the position of Council Liaison to the membership of the Environmental Commission.

II. CHAPTER 2-47, "ENVIRONMENTAL COMMISSION", SUB-SECTION 2-47.2, "MEMBERSHIP", SHALL BE AND HEREBY ARE AMENDED TO INCORPORATE THE FOLLOWING:

The Commission shall consist of seven members appointed by the Mayor, one of whom shall also be a member of the Planning Board and all of whom shall be residents of West Orange. The members shall serve without compensation. The Mayor shall designate one of the members to serve as Chairman and presiding officer of the Commission. The terms of the office of the first commissioners shall be for one, two or three years, to be designated by the Mayor in making his appointments and their successors shall be appointed for terms of three years and until the appointment and qualification of their successors. The first members of the Commission shall be appointed for the following terms:

Two members for the one-year term expiring December 31, 2014

Two members for the two-year term expiring December 31, 2015

Three members for the three-year term expiring December 31, 2016.

The Mayor or Township Council may remove any member of the Commission for cause, on written charges served upon the member and after the hearing thereon at which the member shall be entitled to be heard in person or by counsel. A vacancy on the Commission occurring otherwise than expiration of a term shall be filled for the unexpired term in the same manner as an original appointment.

The Township Council shall annually nominate and select by majority vote one of its members to be Council Liaison to the Environmental Commission for the calendar year. The Council Liaison shall be a non-voting member of the Commission.

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

Cindy Matute-Brown, Council President

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

Introduced: January 26, 2021

Adopted: February 9, 2021

Legislative History

The purpose of this ordinance is to add a member of the Township Council as Council Liaison to the Environmental Commission, the Council Liaison to be a non-voting member of the Commission.

AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER 20, STREETS AND SIDEWALKS, AND
SUBSECTIONS 20-1 ET SEQ
OF THE REVISED GENERAL ORDINANCES OF
THE TOWNSHIP OF WEST ORANGE

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the county of Essex, State of New Jersey as follows (*italic type denotes deletion, bold type denotes addition*):

Section 1. Subsection 20-1.1. Permit Required.

No person shall open, dig up, or excavate any street or sidewalk, or any portion thereof for the purpose of connecting any pipe or conduit pipe with a water or gas main, or for any other purpose whatsoever, unless the applicant shall first obtain a permit from the Township Engineer. **In the event that an emergency condition exists.**

- 1. In the event that an emergency condition exists requiring immediate action by any person, utility or corporation requested to obtain a permit pursuant to this section, the person may immediately cause the roadway to be entered and emergency measures taken without first obtaining a permit, provided that:**
 - a. A true emergency exists and the person has notified the Township of West Orange Police Department prior to the start of work, who shall log the emergency.**
 - b. A permit is applied for within 24 hours of the road opening or on the next business day, whichever is more practical.**
 - c. All work is performed in accordance with the provisions of this Chapter.**

Section 2. Subsection 20-1.2. Provisions of Permit; Fee.

The permit shall be in writing, signed by the Township Engineer or his/her representative and shall state, as nearly as practicable, where the opening, digging up or excavating is to be done. The permit shall contain the further stipulation that it is issued with the express understanding and agreement that the applicant theretofore shall pay the expense of repairing and replacing the street or part thereof, so

opened, dug up or excavated, to the satisfaction of the Township Engineer. Upon issuance of the permit, the applicant shall pay to the Township a fee, in accordance with the following schedule, for the cost and expense of issuance and inspection.

Fee Schedule		
Road Opening Permit		
Area of Opening		Fee
Less than or 50 square feet	<i>(\$25.00)</i>	\$50.00
More than 50 square feet	<i>(\$0.50) per square foot</i>	\$1.00 per square foot
Minimum Fee	<i>(\$25.00)</i>	\$50.00
Maximum Fee	<i>(\$500.00)</i>	\$1,000.00

Section 3. Subsection 20-1.3. Deposit to Cover Cost of Replacement; Bond.

The applicant shall upon receiving the permit, in order to secure the Township, deposit with the Township a sum to be determined by the Township Engineer, based on the area of the excavation and twice the prevailing cost of replacement, for such excavation. The minimum bond shall be *(\$500.00)* **\$1,500.00** cash. The deposit shall be forwarded to the township Treasurer, who shall use it to defray the expense of the Township in maintaining and completing the work of repairing or replacing the street or road or part thereof, if the permittee has not maintained or completed it to the satisfaction of the Engineer. In Lieu of the deposit, the applicant may, at the Township's option, give bond to the Township in the sum of *(\$10,000.00)* **\$50,000.00** with the surety or sureties as the Township Council shall approve, conditioned for the payment from time to time of the expenses of repairing or replacing any and all streets or roads or parts thereof, so torn up or excavated upon permits issued therefor.

Section 4. Subsection 20-1.4. Deposit; Payment of Additional Sum.

The deposit of any surplus after the completion of the work shall be returned to the applicant within 180 days, upon written authorization of the Township Engineer. If any additional sup is required, it shall be paid by the applicant upon receiving written notice to that effect from the Township Engineer.

Section 5. Subsection 20-1.5. Fence or Railing Required.

Every person engaged in the digging of any street, in the paving of any street or section of a street, building any sewer or drain, digging any trench for gas pipes or other pipes, or in digging and building any manhole in any public street, or in the placing of any obstruction in any public street, where the work, if left exposed, would be dangerous to persons who might be passing by, shall erect a fence or railing at such excavations or work. The fence or railing shall be erected in a manner to prevent danger to persons who are traveling on the street or highways. The person shall maintain the railing or fence until the work shall be completed or the obstruction or danger removed.

Section 6. Subsection 20-1.6. Lighting.

It shall be the duty of each person who erects a railing or fence, in accordance with subsection 20-1.5., to place upon the railing or fence, at sundown of each evening, suitable and sufficient lights, and to keep the lights burning throughout the night during the performance of the work.

Section 7. Subsection 20-1.7. Filling In.

The Department of Public Works shall not approve any work of filling in any excavation, unless the same is pounded, and the macadam or pavement and other surface material, over and around the excavation, are left in as good condition as they were before the excavation.

Section 8. Subsection 20-1.8. Insurance.

As a condition of the issuance of a permit, the applicant shall provide the Township with evidence of General Liability, General Comprehensive and Vehicular Insurance in an amount not less than \$1,000,000.00. Such insurance policy must also name the Township of West Orange as an additional insured and be issued by a company licensed by the State of New Jersey.

Section 9. Subsection 20-1.5. Road Opening, Construction and Restoration Requirements

a. General

The New Jersey State Department of Transportation 1989 Standard Specifications for Road and

Bridge Construction, or latest revision, shall govern all of the work performed under Township of

West Orange road opening permits, except as supplemented below:

- 1. No Township road shall be closed to traffic without prior written consent of the Township of West Orange Police Department. In the event that a road is closed and/or traffic is impeded, uniformed policemen or flagmen may be required to act as traffic directors, and the proper traffic control devices shall be erected and maintained in accordance with standards described in the Manual of Uniform Traffic Control Devices. All costs of providing uniformed police or flagmen shall be the responsibility of the permittee or the owner(s). In the event that a detour is deemed necessary by the permittee, application shall be made to the Police Chief or his/her designee, who shall determine the necessity for such detour and the route to be followed. In emergency situations, notification by phone to the Police Desk shall be done prior to the start of work.**
- 2. Any work under an issued permit must be commenced within three (3) months from the date of issue, and completed forty five (45) days from commencement, or said permit shall be deemed void and reapplication shall be required, unless previously approved by the Township Engineer.**
- 3. The applicant shall notify the Township Engineer forty eight (48) hours, not including weekends and holidays, in advance of the actual commencement of any work under a permit.**

b. Protection of Excavation

Every person, utility or corporation engaged in the digging of any street, in the paving of any street or section of a street, building any sewer or drain, digging any trench for gas, water or other pipes, or in digging and building any manhole or valve box in any public street, or in the placing of any obstruction in any public street, where the work, if left exposed would be dangerous to vehicles or passersby, shall erect a fence or railing at such excavations or work. The fence or railing shall be erected in a manner to prevent danger to persons travelling on the street or sidewalk. The person shall maintain the railing or fence until the work shall be completed or the obstruction or danger is removed. It shall be the duty of each person, utility or corporation who erect a railing or fence, to place upon the railing or fence at sundown of each evening, suitable and sufficient lighting and to keep the lights burning throughout the night during the performance of the work.

c. Protection of Existing Structures

It shall be the responsibility of the permittee to give proper notice of the proposed street opening to any person, firm, or corporation whose pipes, conduits, or other structures are laid in the portion of the street to be opened. Said notice shall be given, in writing, a minimum of seventy two (72) hours before commencement of said opening, and the permittee shall, at his own expense, carefully support, maintain in operation and protect from damage such pipes, conduits, or other structures. If any damage is caused to such pipes, conduits, or other structures, the permittee shall restore the same, at his own expense, to the condition they were prior to the commencement of work, except that gas facilities must be repaired by Public Service Electric and Gas Company and water main facilities must be repaired by the New Jersey American Water Company.

d. Backfill

All excavations shall be completely backfilled at the end of each working day, unless it would constitute a hardship to the permittee or where the size of the excavation makes it impossible to backfill at the end of each working day, in which a waiver may be granted by the Township Engineer. In the event that a waiver is granted, the contractor or owner shall cover the excavation with heavy one (1) inch thick plates secured to the pavement to prevent rattles and movement, and erect appropriate barriers and lights around the entire excavation and arrange to provide appropriate security protection, if such security is necessary, at his own cost and such other safeguards as may be needed to protect the public from an open excavation. If plates are placed for over a weekend or for an extended period, all edges are to be macadam sealed and sloped. In no event shall an excavation be left open for more than seventy two (72) hours, unless an emergency exists and permission has been secured from the West Orange Police Department, the Township Engineer, or their designated representative. Plates left in the roadway between November 15 and April 1 shall be recessed to allow for snowplowing, should it be necessary.

e. Paving

No road opening shall be permanently paved until a final inspection has been made by the Township Engineer or his representative and final approval given.

For all openings:

1. The paved roadway surfaces shall be saw cut or blade cut vertically on a straight line before excavating.
2. The material excavated from the trench opening shall not be replaced as backfill. Excavated materials must be removed from the work site on the day of excavation.
3. The backfill will be comprised of Dense Graded Aggregate (DGA) or other

material approved by the Township Engineer.

4. All backfill shall be placed in twelve (12) inch layers, with each layer thoroughly compacted by mechanical means to the satisfaction of the Engineer. The Engineer reserves the right to require a compaction test to be performed by an independent laboratory at the expense of the permittee.
5. After proper settlement and cutback, for any portion of the road, the entire width of the trench, plus a four (4) inch overlap, shall be overlaid with a two (2) inch minimum thickness of bituminous concrete surface course (Mix I-5, or Superpave equivalent) pavement applied to the entire length of the disturbed area and rolled in place to obtain a smooth pavement surface and sealed at all edges.

Asphalt pavement openings; backfilling; restoration of surface.

1. The permittee shall assume all responsibility and hold the Township harmless for any property damage or bodily injury which may occur as a result of the work performed from the time the work commences until the permanent restoration has been completed to the Engineer's satisfaction. The permittee shall immediately backfill the opening with an approved material in layers not exceeding one (1) foot in thickness. This fill shall be brought to an elevation of six (6) inches below pavement surface.
2. Once the excavation work area has been properly saw cut, and the backfill tamped and compacted, the permittee shall install no less than six (6) inches of bituminous stabilized base course to the trench surface. If the distance from the edge of the excavation work area to the existing curb is less than two feet, the permittee shall be required to excavate

to the curb and evenly install six (6) inches of bituminous stabilized base course in the entire area.

3. The partially restored pavement shall be allowed to settle for no less than ninety (90) and no more than one hundred eighty (180) days. If, at any time during the settlement period, the trench becomes unacceptable as determined by the Township Engineer or his representative, the permittee shall be notified of the condition requiring repair, and such repair shall be performed within twenty four (24) hours of such notification. If the repair is not made in the time specified, the Township may make the repair, and any costs thereof will be charged against the permittee's cash repair deposit and/or maintenance bond. At the end of the time of settlement required by the Township Engineer, an inspection will be made by the Engineer or his representative.
4. After the Township Engineer's inspection, the permittee shall be required to mill the excavation work area surface to a width equal to one (1) foot wider on each side of the initial repair and install no less than two (2) inches of bituminous concrete surface course, Mix I-5 or Superpave equivalent. The permittee shall also be required to provide a tack coat on all existing bituminous and concrete surfaces and a hot poured, rubber asphalt joint sealer (per Section 908 of DOT Standard Specifications for Roads and Bridges).
5. Unless authorized by the Township Engineer, any excavation less than ten (10) square yards shall require milling and restoration of the excavation work area extending a minimum of one (1) foot beyond the edge of excavation to the nearest curb. Any excavation equal to or greater than ten (10) square yards shall require milling and restoration of the excavation work area extending from the center line of the road to the curb and extending a minimum of one (1) foot beyond the outer edges of the excavation. If the excavation work area will be within one hundred (100) feet or less of previous

excavations occurring within one (1) year of the subject excavation (by the same permittee along the same side of the road), the permittee shall be required to mill and restore the roadway between the outermost excavations.

6. The permittee shall be required to replace any facilities, including, but not limited to, curb, pavement, sidewalk, line striping, etc., that are affected by the excavation and restoration work, at the permittee's expense. Such work shall be performed according to the Township's standards.
7. Non-paved areas. All grass or graveled area or sidewalk areas disturbed within the Township right-of-way shall be reconstructed, top soiled, seeded, and mulched within fourteen (14) days of completion of excavation. All concrete areas will be thoroughly compacted before restoration. These limits may be waived by the Engineer only when abnormal temperatures or inclement weather necessitates the same.
8. All work, including grassy areas, shall be guaranteed for a period of sixty (60) months.

Section 10. Subsection 20-1.6. Insurance

As a condition of the issuance of a permit, the applicant shall provide the Township with evidence of General Liability, General Comprehensive and Vehicular Insurance and Worker's Compensation Insurance in an amount not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. Such insurance policy must also name the Township of West Orange as an additional insured and be issued by a company licensed by the State of New Jersey.

Robert D. Parisi, Mayor

Cindy Matute-Brown, Council President

Introduced:

Adopted:

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

AN ORDINANCE CREATING A RECLASSIFICATION AND SALARY SCHEDULE OF CERTAIN TOWNSHIP OF WEST ORANGE EMPLOYEES SETTING FORTH THEIR TITLES, CLASSIFICATION AND SALARY RANGES AND ADOPTING A SALARY GUIDE AND ESTABLISHING THE EMPLOYEE'S STATUS AS A TOWNSHIP EMPLOYEE AND UNDER THE GUIDELINES OF THE NEW JERSEY DEPARTMENT OF PERSONNEL.

AN ORDINANCE CREATING A RECLASSIFICATION AND SALARY SCHEDULE OF CERTAIN TOWNSHIP OF WEST ORANGE EMPLOYEES SETTING FORTH THEIR TITLES, CLASSIFICATION AND SALARY RANGES AND ADOPTING A SALARY GUIDE AND ESTABLISHING THE EMPLOYEE'S STATUS AS A TOWNSHIP EMPLOYEE AND UNDER THE GUIDELINES OF THE NEW JERSEY DEPARTMENT OF PERSONNEL.

BE IT ORDAINED by the Township Council of the Township of West Orange as follows:

SECTION 1. That: an ordinance adopting and creating the reclassification and salary schedules of certain Township of West Orange Municipal employees, setting a salary guide and establishing the employee's status as a Township employee and under the guidelines of the New Jersey Department of Personnel as filed in the office of the Municipal Clerk for the following positions:

SEE	APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME
SEE	APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES
SEE	APPENDIX 3 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER SUPERVISORS
SEE	APPENDIX 4 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER COMMUNICATIONS
SEE	APPENDIX 5 - SALARY RANGES - NON UNIFORM TITLES-HOURLY
SEE	APPENDIX 6 - SALARY RANGES - STIPENDS
SEE	APPENDIX 7 - SALARY RANGES - UNIFORM TITLES - FIRE SUPERIORS
SEE	APPENDIX 8 - SALARY RANGES - UNIFORM TITLES - FIREFIGHTERS
SEE	APPENDIX 9 - SALARY RANGES - UNIFORM TITLES - POLICE SUPERIORS
SEE	APPENDIX 10 - SALARY RANGES - UNIFORM TITLES - POLICE

SECTION 2. All terms and conditions included in any authorized collective bargaining agreements and/or employment contracts or other agreements impacting employment terms and conditions are hereby included in SECTION 1 above.

SECTION 3. All part time employee hourly rates are determined by dividing the Minimum and Maximum rates by the # of annual hours a full time employee would work for that position using the salaries identified in Section 1 above.

SECTION 4. Part time employees have no annual increment for their hourly rate in Section 1 above.

SECTION 5. This ordinance and the titles and salary ranges herein provided shall become effective on the dates specified and as indicated above in SECTION 1. Where the specified timeframes have expired, the salary range specified in the latest timeframe will remain in effect until a new range is adopted by Ordinance.

SECTION 6. Effective as of the date of adoption of this salary ordinance, the Mayor is hereby authorized to enter into acknowledgement agreements with employees identifying, specifying and memorializing the limitations of both pre and post-retirement benefits provided by the Township. Specifically included, but not limited to, is the provision of fully paid post-employment family health benefits to employees upon retirement shall be strictly limited to employees hired prior to the date of adoption of this Ordinance. This section shall not impact employees covered under a separate Collective Bargaining Agreement. As part of entering into such acknowledgement agreements, a master list of all active employees, retiree and their surviving spouses eligible to receive limited post-employment health benefits shall be maintained.

SECTION 7. All ordinances and parts of ordinances heretofore enacted which are inconsistent with any provision of this ordinance are, to the extent of such inconsistency, hereby repealed.

SECTION 8. This ordinance shall take effect upon final passage and publication in accordance with the laws of the state of New Jersey.

ROBERT D. PARISI, MAYOR

CINDY MATUTE-BROWN, COUNCIL PRESIDENT

Introduced: January 26, 2021

Adopted: February 9, 2021

Approved as to form and legality on the basis of the facts set forth.

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

LEGISLATIVE HISTORY

Added Chief Financial Officer - West Orange and Dover