

1. Conference Meeting Agenda

Documents:

[CA 2.9.21.PDF](#)

2. Public Meeting Agenda Recessed From 12/5/2020

Documents:

[PM 12.15.20 RECESSED - CONTINUED 2.9.21.PDF](#)

2.I. 261-20

Documents:

[261-20 CANCELLATION AND TRANSFER RESOLUTION 2020.PDF](#)
[261-20- ATTACHMENT-CANCELLATION AND TRANSFER 2020.PDF](#)

2.II. 262-20

Documents:

[262-20 TRANSFERS BETWEEN 2020 BUDGET APPROPRIATIONS.PDF](#)
[262-20 ATTACHMENT - TRANSFERS BETWEEN 2020 BUDGET APPROPRIATIONS.PDF](#)

3. Public Meeting Agenda-Revised

Documents:

[PM 2.9.21.PDF](#)

4. Reading Of Petitions And Communications And Bids

4.I. Planning Board Resolution 21-02

Documents:

[2PB 21-01 EXECUTIVE DRIVE ROONEY CIRCLE PLAN-EXECUTED 1.20.21.PDF](#)

5. Resolution(S)

5.I. 29-21

Documents:

[29-21 RAFFLE LICENSES 2.9.21.PDF](#)

5.II. 30-21

Documents:

[30-21 AUTHORIZING RETENTION OF MATRIX TO REMOVE THE](#)

UNDERGROUND STORAGE TANKS 1.28.PDF
30-21 EXHIBITS - AUTHORIZING RETENTION OF MATRIX TO REMOVE THE
UNDERGROUND STORAGE TANKS 1.28.PDF

5.III. 31-21

Documents:

31-21 AUTHORIZING RETENTION OF MATRIX TO IMPLEMENT REMEDIAL
INVESTIGATION WORK PLAN FOR THE BIDDLEMAN PROPERTY 2.1.PDF
31-21 EXHIBIT - AUTHORIZING RETENTION OF MATRIX TO IMPLEMENT
REMEDIAL INVESTIGATION WORK PLAN FOR THE BIDDLEMAN
PROPERTY.PDF

5.IV. 32-21

Documents:

32-21 HPC GRANT APPLICATION FFY2021 - 2.1.PDF

5.V. 33-21

Documents:

33-21 AUTHORIZING SALE OF THE PROPERTY AT 20 TOMPKINS STREET
TO AFFORDABLE HOUSING DEVELOPMENT 2.3.PDF
33-21 EXHIBIT-AUTHORIZING EXECUTION OF AGREEMENT OF SALE FOR
20 TOMPKINS STREET FOR AFFORDABLE HOUSING 2.3.21.PDF

5.VI. 34-21

Documents:

34-21 RESOLUTION AUTHORIZING SUBORDINATION OF MORTGAGE RE
17 PHYLLIS ROAD.PDF
34-21 EXHIBIT - AUTHORIZING SUBORDINATION OF MORTGAGE RE 17
PHYLLIS ROAD.PDF

5.VII. 35-21

Documents:

35-21 AUTHORIZING EXECUTION OF SUBORDINATION AGREEMENT WITH
WALKER DUNLOP LLC.PDF
35-21 EXHIBIT - AUTHORIZING EXECUTION OF SUBORDINATION
AGREEMENT WITH WALKER DUNLOP LLC.PDF

6. Ordinance(S) On Second And Final Reading

6.I. 2627-21

Documents:

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

6.II. 2628-21

Documents:

[2628-21 ORDINANCE AUTHORIZING SALE OF PROPERTY AT BLOCK 175.13 LOT 4.PDF](#)
[2628-21 AGREEMENT OF SALE - BLOCK 175.13 LOT 4.PDF](#)
[2628-21 DEED RESTRICTION - BLOCK 175.13 LOT 4.PDF](#)
[2628-21 LETTER TO BRIAN MARLENA LAWRENCE AND STEVEN CHANNA LUNDNER AS TO RIGHT TO PRIOR REFUSAL - BLOCK 175.13 LOT 4.PDF](#)

6.III. 2629-21 Tabled - To Be Heard On 2.23.21

Documents:

[2629-21 ASHLAND AVENUE ONE WAY ORDINANCE CHANGES 1.26.21.PDF](#)

6.IV. 2630-21

Documents:

[2630-21 HC SPACES 571 VALLEY RD 8 CROSS ST 1.26.21.PDF](#)

6.V. 2631-21 Tabled

Documents:

[2631-21 ORDINANCE REVISING THE PROVISION GOVERNING THE HUMAN RELATIONS COMMISSION - REDLINED.PDF](#)

6.VI. 2632-21

Documents:

[2632-21 ORDINANCE ADOPTING EXECUTIVE DRIVE ROONEY CIRCLE REDEVELOPMENT PLAN 1.26.21.PDF](#)
[2632-21 ATTACHMENT - EXECUTIVE DRIVE_ROONEY CIRCLE PLAN.PDF](#)

6.VII. 2633-21

Documents:

[2633-21 ORDINANCE AMENDING RENT LEVELING BOARD 1.26.21.PDF](#)

6.VIII. 2634-21

Documents:

[2634-21 ORDINANCE ENVIRONMENTAL COMM - COUNCIL LIAISON 1.26.21.PDF](#)

6.IX. 2635-21

Documents:

[2635-21 AMENDING AND SUPPLEMENTING CHAPTER 20 STREETS AND SIDEWALKS-REVISED.PDF](#)

6.X. 2636-21

Documents:

[2636-21 SALARY ORDINANCE 1.26.21.PDF](#)

7. Ordinance(S) On First Reading

7.I. 2637-21 Amended

Documents:

[2637-21 ORDINANCE AMENDING COUNCIL RULES 2.3.PDF](#)

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, February 9, 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

- **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 (February 9, 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. *Resolutions

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

2. 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.

261-20

December 15, 2020

**RESOLUTION-APPROPRIATION CANCELLATION
PURSUANT TO N.J.S.A 40A:4-60**

WHEREAS , N.J.S.A. 40A:4-60 provides for the cancellation of unexpended balances;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the attached unexpended balances be cancelled:

Cindy Matute-Brown
Council President

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

Adopted: For December 15, 2020 meeting recessed until February 9, 2021

Date	Acct #	Debit	Credit	Account Name	Reason
12/31/2020	001-2999- - -	-	3,086,195.82	Operations	
12/31/2020	001-2010-00-5001-999	1,543,300.41	-	POLICE S&W	Excess Due to COVID Grant
12/31/2020	001-2010-00-6001-999	493,654.26	-	FIRE S&W	Excess Due to COVID Grant
12/31/2020	001-2010-00-7401-999	287,249.50	-	PUBLIC WORKS S&W	Excess Due to COVID Grant
12/31/2020	001-2010-00-8051-999	148,775.91	-	GENERAL HEALTH SERVICES S&W	Excess Due to COVID Grant
12/31/2020	001-2010-00-8761-999	119,952.00	-	RETIRED CITIZENS PROGRAM S&W	Excess Due to COVID Grant
12/31/2020	001-2010-00-9101-999	100,616.42	-	PARKS & PLAYGROUNDS S&W	Excess Due to COVID Grant
12/31/2020	001-2010-00-7001-999	74,456.99	-	ENGINEERING S&W	Excess Due to COVID Grant
12/31/2020	001-2010-00-9401-999	66,427.69	-	CONSTRUCTION S&W	Excess Due to COVID Grant
12/31/2020	001-2010-00-3001-999	50,263.18	-	PLANNING & DEV S&W	Excess Due to COVID Grant
12/31/2020	001-2010-00-3101-999	34,733.60	-	HOUSING CODE S&W	Excess Due to COVID Grant
12/31/2020	001-2010-00-6101-999	28,250.00	-	UNIFORM FIRE SAFETY S&W	Excess Due to COVID Grant
12/31/2020	001-2010-00-2001-999	27,966.56	-	BUSINESS ADMIN S&W	Excess Due to COVID Grant
12/31/2020	001-2010-00-8101-999	24,694.24	-	SENIOR BUSING S&W	Excess Due to COVID Grant
12/31/2020	001-2010-00-1941-999	16,281.41	-	MUNICIPAL COURT S&W	Excess Due to COVID Grant
12/31/2020	001-2010-00-1501-999	15,718.76	-	TOWNSHIP CLERK S&W	Excess Due to COVID Grant
12/31/2020	001-2010-07-1005-999	14,354.39	-	DEBT SERVICE O/E -BAN INTEREST	Over Budget
12/31/2020	001-2010-07-1007-999	13,554.51	-	DEBT SERVICE O/E -NJEIT INTEREST	Over Budget
12/31/2020	001-2010-00-2301-999	10,141.60	-	INFORMATION TECHNOLOGY S&W	Excess Due to COVID Grant
12/31/2020	001-2010-07-1006-999	8,931.90	-	DEBT SERVICE O/E -NJEIT PRINCIPAL	Over Budget
12/31/2020	001-2010-00-6201-999	5,445.00	-	EMERGENCY MGT S&W	Excess Due to COVID Grant
12/31/2020	001-2010-00-2951-999	905.78	-	COMPTROLLER S&W	Excess Due to COVID Grant
12/31/2020	001-2010-00-2801-999	521.70	-	COLLECTORS OF S&W	Excess Due to COVID Grant
12/31/2020	001-2010-07-1004-999	0.01	-	DEBT SERVICE O/E -BOND INTEREST	Over Budget

'RESOLUTION-APPROPRIATION TRANSFER
PURSUANT TO N.J.S.A 40A:4-58

WHEREAS , N.J.S. 40A:4-58 provides for transfers between budget appropriations during the last two months of the fiscal year;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange (not less than two thirds of the governing body affirmatively concurring) that transfers between Budget Appropriations be made as attached:

Cindy Matute-Brown
Council President

Karen Carnevale
Municipal Clerk

Adopted: For December 15, 2020 meeting recessed until February 9, 2021

Date	Acct #	Debit	Credit	Account Name	Reason
12/31/2020	2001-2010-02-1008-200	24,090.73	-	TAX APPEALS PENDING O/E	Needed for Transfer
12/31/2020	2001-2010-00-8051-900	289,225.39	-	GENERAL HEALTH SERVICES S&W	Covid Savings
12/31/2020	2001-2010-00-9505-150	-	9,524.50	FIRE HYDRANT SERVICE O/E	Under Budgeted
12/31/2020	2001-2010-00-9504-150	-	20,788.16	WATER- O/E	Under Budgeted
12/31/2020	2001-2010-00-9501-148	-	40,327.65	STREET LIGHTING - IN C O/E	Under Budgeted
12/31/2020	2001-2010-00-7202-200	-	89,780.67	SHADE TREE O/E	Under Budgeted
12/31/2020	2001-2010-00-2534-050	-	31,084.10	CENTRAL INSURANCE- LIABILITY	Additional Assessment
12/31/2020	2001-2010-00-1402-062	-	97,720.31	TOWNSHIP LITIGATION O/E	Primarily Labor Issues
12/31/2020	2001-2010-02-1006-130	-	24,090.73	JOINT OUTLET SEWER M O/E	Additional Assessment

261-20

December 15, 2020

**RESOLUTION-APPROPRIATION CANCELLATION
PURSUANT TO N.J.S.A 40A:4-60**

WHEREAS , N.J.S.A. 40A:4-60 provides for the cancellation of unexpended balances;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the attached unexpended balances be cancelled:

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12/31/2020	01-2010-00-6001-999	493,654.26	-	FIRE S&W	Excess Due to COVID Grant
12/31/2020	01-2010-00-7401-999	287,249.50	-	PUBLIC WORKS S&W	Excess Due to COVID Grant
12/31/2020	01-2010-00-8051-999	148,775.91	-	GENERAL HEALTH SERVICES S&W	Excess Due to COVID Grant
12/31/2020	01-2010-00-8761-999	119,952.00	-	RETIRED CITIZENS PROGRAM S&W	Excess Due to COVID Grant
12/31/2020	01-2010-00-9101-999	100,616.42	-	PARKS & PLAYGROUNDS S&W	Excess Due to COVID Grant
12/31/2020	01-2010-00-7001-999	74,456.99	-	ENGINEERING S&W	Excess Due to COVID Grant
12/31/2020	01-2010-00-9401-999	66,427.69	-	CONSTRUCTION S&W	Excess Due to COVID Grant
12/31/2020	01-2010-00-3001-999	50,263.18	-	PLANNING & DEV S&W	Excess Due to COVID Grant
12/31/2020	01-2010-00-3101-999	34,733.60	-	HOUSING CODE S&W	Excess Due to COVID Grant
12/31/2020	01-2010-00-6101-999	28,250.00	-	UNIFORM FIRE SAFETY S&W	Excess Due to COVID Grant
12/31/2020	01-2010-00-2001-999	27,966.56	-	BUSINESS ADMI S&W	Excess Due to COVID Grant
12/31/2020	01-2010-00-8101-999	24,694.24	-	SENIOR BUSING S&W	Excess Due to COVID Grant
12/31/2020	01-2010-00-1941-999	16,281.41	-	MUNICIPAL COURT S&W	Excess Due to COVID Grant
12/31/2020	01-2010-00-1501-999	15,718.76	-	TOWNSHIP CLERK S&W	Excess Due to COVID Grant
12/31/2020	01-2010-07-1005-999	14,354.39	-	DEBT SERVICE O/E -BAN INTEREST	Over Budgeted
12/31/2020	01-2010-07-1007-999	13,554.51	-	DEBT SERVICE O/E -NJEIT INTEREST	Over Budgeted
12/31/2020	01-2010-00-2301-999	10,141.60	-	INFORMATION TECHNOLOGY S&W	Excess Due to COVID Grant
12/31/2020	01-2010-07-1006-999	8,931.90	-	DEBT SERVICE O/E -NJEIT PRINCIPAL	Over Budgeted
12/31/2020	01-2010-00-6201-999	5,445.00	-	EMERGENCY MGT S&W	Excess Due to COVID Grant
12/31/2020	01-2010-00-2951-999	905.78	-	COMPTROLLER S&W	Excess Due to COVID Grant
12/31/2020	01-2010-00-2801-999	521.70	-	COLLECTORS OF S&W	Excess Due to COVID Grant
12/31/2020	01-2010-07-1004-999	0.01	-	DEBT SERVICE O/E -BOND INTEREST	Over Budgeted

'RESOLUTION-APPROPRIATION TRANSFER
PURSUANT TO N.J.S.A 40A:4-58

WHEREAS , N.J.S. 40A:4-58 provides for transfers between budget appropriations during the last two months of the fiscal year;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange (not less than two thirds of the governing body affirmatively concurring) that transfers between Budget Appropriations be made as attached:

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Council President

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Municipal Clerk

Adopted: For December 15, 2020 meeting recessed until February 9, 2021

Date	Acct #	Debit	Credit	Account Name	Reason
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12/31/2020	2001-2010-00-8051-900	289,225.39	-	GENERAL HEALTH SERVICES S&W	Covid Savings
12/31/2020	2001-2010-00-9505-150	-	9,524.50	FIRE HYDRANT SERVICE O/E	Under Budgeted
12/31/2020	2001-2010-00-9504-150	-	20,788.16	WATER- O/E	Under Budgeted
12/31/2020	2001-2010-00-9501-148	-	40,327.65	STREET LIGHTING - IN C O/E	Under Budgeted
12/31/2020	2001-2010-00-7202-200	-	89,780.67	SHADE TREE O/E	Under Budgeted
12/31/2020	2001-2010-00-2534-050	-	31,084.10	CENTRAL INSURANCE- LIABILITY	Additional Assessment
12/31/2020	2001-2010-00-1402-062	-	97,720.31	TOWNSHIP LITIGATION O/E	Primarily Labor Issues
12/31/2020	2001-2010-02-1006-130	-	24,090.73	JOINT OUTLET SEWER M O/E	Additional Assessment

261-20

December 15, 2020

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12/31/2020	01-2010-00-8051-999	148,775.91	-	GENERAL HEALTH SERVICES S&W	Excess Due to COVID Grant
12/31/2020	01-2010-00-8761-999	119,952.00	-	RETIRED CITIZENS PROGRAM S&W	Excess Due to COVID Grant
12/31/2020	01-2010-00-9101-999	100,616.42	-	PARKS & PLAYGROUNDS S&W	Excess Due to COVID Grant
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12/31/2020	01-2010-00-3001-999	50,263.18	-	PLANNING & DEV S&W	Excess Due to COVID Grant
12/31/2020	01-2010-00-3101-999	34,733.60	-	HOUSING CODE S&W	Excess Due to COVID Grant
12/31/2020	01-2010-00-6101-999	28,250.00	-	UNIFORM FIRE SAFETY S&W	Excess Due to COVID Grant
12/31/2020	01-2010-00-2001-999	27,966.56	-	BUSINESS ADMI S&W	Excess Due to COVID Grant
12/31/2020	01-2010-00-8101-999	24,694.24	-	SENIOR BUSING S&W	Excess Due to COVID Grant
12/31/2020	01-2010-00-1941-999	16,281.41	-	MUNICIPAL COURT S&W	Excess Due to COVID Grant
12/31/2020	01-2010-00-1501-999	15,718.76	-	TOWNSHIP CLERK S&W	Excess Due to COVID Grant
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12/31/2020	01-2010-00-2301-999	10,141.60	-	INFORMATION TECHNOLOGY S&W	Excess Due to COVID Grant
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PURSUANT TO N.J.S.A 40A:4-58

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261-20

December 15, 2020

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PURSUANT TO N.J.S.A 40A:4-60**

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12/31/2020	01-2010-00-3001-999	50,263.18	-	PLANNING & DEV S&W	Excess Due to COVID Grant
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12/31/2020	01-2010-00-1941-999	16,281.41	-	MUNICIPAL COURT S&W	Excess Due to COVID Grant
12/31/2020	01-2010-00-1501-999	15,718.76	-	TOWNSHIP CLERK S&W	Excess Due to COVID Grant
12/31/2020	01-2010-07-1005-999	14,354.39	-	DEBT SERVICE O/E -BAN INTEREST	Over Budgeted
12/31/2020	01-2010-07-1007-999	13,554.51	-	DEBT SERVICE O/E -NJEIT INTEREST	Over Budgeted
12/31/2020	01-2010-00-2301-999	10,141.60	-	INFORMATION TECHNOLOGY S&W	Excess Due to COVID Grant
12/31/2020	01-2010-07-1006-999	8,931.90	-	DEBT SERVICE O/E -NJEIT PRINCIPAL	Over Budgeted
12/31/2020	01-2010-00-6201-999	5,445.00	-	EMERGENCY MGT S&W	Excess Due to COVID Grant
12/31/2020	01-2010-00-2951-999	905.78	-	COMPTROLLER S&W	Excess Due to COVID Grant
12/31/2020	01-2010-00-2801-999	521.70	-	COLLECTORS OF S&W	Excess Due to COVID Grant
12/31/2020	01-2010-07-1004-999	0.01	-	DEBT SERVICE O/E -BOND INTEREST	Over Budgeted

'RESOLUTION-APPROPRIATION TRANSFER
PURSUANT TO N.J.S.A 40A:4-58

WHEREAS , N.J.S. 40A:4-58 provides for transfers between budget appropriations during the last two months of the fiscal year;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange (not less than two thirds of the governing body affirmatively concurring) that transfers between Budget Appropriations be made as attached:

Cindy Matute-Brown
Council President

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

Adopted: For December 15, 2020 meeting recessed until February 9, 2021

Date	Acct #	Debit	Credit	Account Name	Reason
12/31/2020	01-2010-02-1008-200	24,090.73	-	TAX APPEALS PENDING O/E	Needed for Transfer
12/31/2020	01-2010-00-8051-900	289,225.39	-	GENERAL HEALTH SERVICES S&W	Covid Savings
12/31/2020	01-2010-00-9505-150	-	9,524.50	FIRE HYDRANT SERVICE O/E	Under Budgeted
12/31/2020	01-2010-00-9504-150	-	20,788.16	WATER- O/E	Under Budgeted
12/31/2020	01-2010-00-9501-148	-	40,327.65	STREET LIGHTING - IN C O/E	Under Budgeted
12/31/2020	01-2010-00-7202-200	-	89,780.67	SHADE TREE O/E	Under Budgeted
12/31/2020	01-2010-00-2534-050	-	31,084.10	CENTRAL INSURANCE- LIABILITY	Additional Assessment
12/31/2020	01-2010-00-1402-062	-	97,720.31	TOWNSHIP LITIGATION O/E	Primarily Labor Issues
12/31/2020	01-2010-02-1006-130	-	24,090.73	JOINT OUTLET SEWER M O/E	Additional Assessment

PUBLIC MEETING AGENDA-REVISED

**Township of West Orange
66 Main Street – 7:00 p.m.
February 9, 2021**

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 30, 2020, and published in the West Orange Chronicle on December 10, 2020.

Statement of Decorum

In all matters not provided for in subsection 3-15.1 and except upon consent of the Council President, each person addressing the Council pursuant to this subsection shall be required to limit his or her remarks to five (5) minutes, and shall at no time engage in any personally offensive or abusive remarks. The chair shall call any speaker to order who violates any provision of this rule.

(1972 Code § 3-15.2)

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

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting – Public Meeting January 26, 2021**
- 5. *Report of Township Officers – None**
- 6. Reading of Petitions and Communications and Bids**
 - a. Planning Board Resolution 21-02** Recommending that the Township Council Adopt the “Executive Drive-Rooney Circle Non-Condensation Redevelopment Plan Dated February 1, 2021, for Block 155, Lot 40.02, Block 155, Lot 42.02 and Block 155, Lot 41.02 (McPherson)
- 7. *Bills-None**
- 8. *Resolutions**
 - b. 29-21** Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
 - c. 30-21** Resolution Authorizing the Township to Retain Matrix New World to Perform Remediation Efforts on the Property at 18 Central Avenue Utilizing Partial Grant Funding from the HDSRF Grant Fund from the Department of Environmental Protection (Legal-Moon)
 - d. 31-21** Resolution Authorizing the Retention of Matrix New World to Perform a Remedial Investigation and to Prepare a Remedial Action Work Plan for the Property at 8-10 Central Avenue Utilizing HDSRF Grant Funds Awarded by the Department of Environmental Protection (Legal-Moon)
 - e. 32-21** Resolution of the Township of West Orange, in the County of Essex, State of New Jersey, Authorizing Application for a Historic Preservation Fund Certified Local Government Grant-In-Aid FFY 2021, and Acceptance of Same in the Event Awarded (Legal-Kayser)
 - f. 33-21** Resolution Authorizing the Execution of an Agreement of Sale and Purchase for the Township to Sell the Sole Developing 17 Units of Affordable Housing on the Property (Legal-Moon)

- g. **34-21** Resolution Authorizing a Subordination of Mortgage for Property at 17 Phyllis Road, West Orange, Block 154.05, Lot 11 (Legal-Moon)
- h. **35-21** Resolution Authorizing Execution of Subordination Agreement with Walker & Dunlop, LLC Regarding Valley Road Residential Urban Renewal, LLC (Legal-Trenk)

9. Ordinances on Second and Final 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. **TABLED 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. **TABLED 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)
- i. **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)

10. Ordinances on First Reading

- a. **AMENDED-2637-21** An Ordinance Amending and Supplementing Chapter 3, “Rules of Council”, of the Revised General Ordinances of the Township of West Orange, to Comport with Current Practice and Increase Efficiency and Effectiveness of Council Meetings (Legal-Kayser)

11. Pending Matters/New Matters/Council Discussion

- a. Rent Leveling Board – Consensus Appointment of the Council

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 23, 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)			✓			

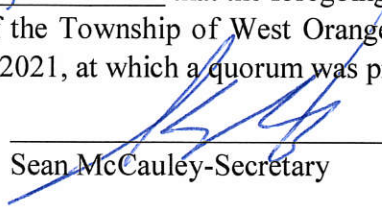
The undersigned, Secretary to the Planning Board of the Township of West Orange, hereby certifies that the above is a true copy of a Resolution memorialized by said Board on January 20, 2021, on the following vote:

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

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

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

<u>Organization</u>	<u>Date/Type of Event</u>	<u>Place</u>	<u>RL No.</u>
Seton Hall Prep Fathers Club	Off Premise Merchandise April 24, 2021	120 Northfield Rd.	7697
BPOE Lodge #1590 West Orange	Pull Tabs 2/20/21-2/20/22	424 Main Street	7698
RENEW International	Off Premise 50/50 June 10, 2021	757 Pleasant Valley Way	7699
Seton Hall Prep	Tricky Tray April 24, 2021	120 Northfield Avenue	7700

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

Cindy Matute-Brown
Council President

Adopted: February 9, 2021

RESOLUTION

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

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

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

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

WHEREAS, the Preliminary Assessment and Site Investigation on the Properties identified the existence of an underground storage tank in 18 Central (the “18 Central UST”) and an underground storage tank in 4 Tompkins (the “4 Tompkins UST”) (collectively the “USTs”); and

WHEREAS, on April 10, 2018, the Township adopted resolution 102-18 authoring Matrix to submit to the DEP a supplemental application to the HDSRF Program which included an application for additional grant funding for the preparation of a Remedial Investigation Workplan for the Properties and for the implementation of the closure of the USTs and related remediations; and

WHEREAS, the Township’s application for supplemental HDSRF Grant funds would provide 75% of the funding for the implementation of the closure of the USTs and related remediations for removal of the USTs; and

WHEREAS, the DEP required that a separate application be filed for each of the USTs; and

WHEREAS, on December 11, 2018, the Township adopted resolution 270-18 authoring the Township to enter into a Second Amendment to the Interim Redevelopment Agreement with the Alpert Group (the “Interim Redeveloper”) whereby the Interim Redeveloper agreed to provide the remaining 25% funding for the removal of the 18 Central UST, a copy of the Second Amendment to the Interim Redevelopment Agreement is annexed hereto as Exhibit “A;” and

WHEREAS, by letter dated April 5, 2019, the DEP through the New Jersey Economic Development Authority (the “EDA”) notified the Township that it has approved the supplemental application for additional grant funding for the implementation of the closure of the 18 Central UST and related remediations for removal of the 18 Central UST in the amount of \$41,934 representing 75% of the costs for closure and removal of the 18 Central UST; and

WHEREAS, on May 14, 2019, the Township adopted Resolution 132-19 which authorized the Township to accept the supplement HDSRF grant funding and execution of the Grant Letter Agreement provided by the DEP and EDA; and

WHEREAS, the DEP and EDA require that the Township enter into an agreement for the implementation of the closure of the 18 Central UST and related remediations for removal of the 18 Central UST to finalize the award of the supplemental HDSRF grant funding to fund the removal and related remediation for the 18 Central UST; and

WHEREAS, Matrix has submitted a proposal for the for the implementation of the closure of the USTs and related remediations for removal of the USTs, annexed hereto as Exhibit “B” (the “Proposal”) consistent with the requirements of the award of the supplemental grant funding and consistent with the amount of the supplemental grant award.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township be and is hereby authorized to retain Matrix to for the implementation of the closure of the 18 Central UST and related remediations for removal of the 18 Central UST consistent with the requirements of the DEP and EDA’s award of supplemental grant funds through the HDSRF Program; and be it further

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

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

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

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

Cindy Matute-Brown
Council President

Adopted: February 9, 2021

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

John Gross, Chief Financial Officer

Exhibit “A”

**SECOND AMENDMENT TO INTERIM REDEVELOPMENT AGREEMENT
BETWEEN TOWNSHIP OF WEST ORANGE AND THE ALPERT GROUP, LLC.**

WHEREAS, on March 7, 2017, the West Orange Township Council (the "Council") adopted Resolution 74-17 which authorized the Mayor to execute an Interim Redevelopment Agreement between the Township of West Orange (the "Township") and the Alpert Group, LLC ("Alpert" or "Interim Redeveloper"); and

WHEREAS, on March 7, 2017, the Township and Interim Redeveloper entered into the Interim Redevelopment Agreement (the "Agreement"); and

WHEREAS, on September 4, 2018, the Council adopted Resolution 192-18 which authorized the Mayor to execute a First Amendment to Interim Redevelopment Agreement between Township of West Orange and the Alpert Group, LLC (the "First Amendment"); and

WHEREAS, on September 4, 2018, the Township and Interim Redeveloper executed the Agreement to incorporate the First Amendment; and

WHEREAS, the Agreement and First Amendment remain in full force and effect; and

WHEREAS, the Agreement and First Amendment involve certain Parcels as defined in the Interim Redevelopment Agreement, including the vacant lot known as Block 7, Lot 22 (the "Selecto-Flash Vacant Lot"), and Block 9, Lot 36 (the "Selecto-Flash Building Property") (collectively the "Selecto-Flash Property"); and

WHEREAS, Section 2.05 of the Agreement, captioned "Reimbursement of Demolition Costs" provides that the Interim Redeveloper shall be entitled to reimbursement of all Demolition Costs from any subsequent designated redeveloper or any subsequent owner of the Selecto-Flash Building Property in the event that the Agreement is terminated by either Party; and

WHEREAS, Section 2.07 of the Agreement, captioned "Environmental Remediation" references the Township's ongoing efforts to remediate the Selecto-Flash Building Property, including the Township's pursuit of funding from the New Jersey Department of Environment

Protection (the "NJDEP") under the Hazardous Discharge Site Remediation Program (the "HDSRP"); and

WHEREAS, Section 2.09 of the Agreement, captioned "Redevelopment Proposal" includes a provision that provides Interim Redeveloper a right to purchase the Select-Flash Building Property; and

WHEREAS, the Township has retained and designated Matrix New World ("Matrix") as its Licensed Site Remediation Professional ("LSRP") ; and

WHEREAS, Matrix, as LSRP, is preparing a supplemental grant application with the NJDEP through the HDSRP to partially fund its proposed Remedial Action Workplan ("RAWP"); and

WHEREAS, the HDSRP provides 75% funding of costs for a municipality's RAWP and requires that the municipality fund the remaining 25% of costs for the RAWP; and

WHEREAS, the HDSRP requires affirmative confirmation that the Township will fund the remaining 25% of the costs for the RAWP; and

WHEREAS, the proposed RAWP is annexed hereto as Exhibit "A;"

WHEREAS, the Township and Interim Redeveloper agree to the terms and conditions set forth in this Second Amendment to Interim Redevelopment Agreement between Township of West Orange and the Alpert Group, LLC (the "Second Amendment"); and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, and for the benefit of the parties hereto and general public, and, further to implement the purposes of the Local Redevelopment and Housing Law and the Redevelopment Plan, the parties hereto agree as follows:

1. The parties reaffirm all terms and conditions of the Agreement and First Amendment which remain in full force and effect.

2. The Interim Redeveloper agrees to fund the remaining 25% of the RAWP ("Partial Remediation Costs") annexed hereto as Exhibit "A," conditioned upon the NJDEP's approval and grant of the HDSRP funds for 75% of the funding of costs for the RAWP.

3. The Township and Interim Redeveloper agree that Section 2.05 of the Agreement and the First Amendment shall be amended to provide that the Interim Redeveloper shall be entitled to reimbursement for the Partial Remediation Costs incurred pursuant to Paragraph 2 of this Second Amendment in addition to the Demolition Costs stated therein with the same terms and conditions applied thereto.

4. The Township and Interim Redeveloper agree that Section 2.09 of the Agreement and the First Amendment shall be amended to provide that the Interim Redeveloper shall be entitled to reduce the Purchase Price, as defined therein, by the Partial Remediation Costs incurred pursuant to Paragraph 2 of this Second Amendment.

5. This Second Amendment constitutes the entire agreement of the parties and supersedes the prior or contemporaneous writings, discussions, or agreements between the parties with respect to the subject matter hereof (except the Agreement and First Amendment, which both parties agree remain in full force and affect) and may not be further modified or further amended except by a subsequent written agreement specifically referring to this Second Amendment signed by all the parties hereto.

6. Any titles of the several Parts and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions. The Section headings contained in this Agreement are inserted for reference purposes only and shall be given no weight in the construction of this Agreement. None of the headings or titles of Articles and Sections are intended to limit or define the contents of the Sections and Articles.

7. This Agreement is executed in several counterparts, each of which shall constitute one and the same instrument.

8. If any provision of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and any legal or remedial action taken hereunder shall be in the Superior Court of the State of New Jersey; Essex County.

10. **WAIVER OF JURY.** EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR HERewith, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

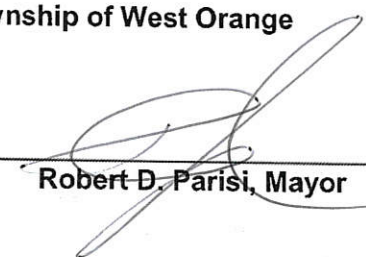
IN WITNESS WHEREOF, the Township has caused this Second Amendment to be duly executed in its name and behalf by the Mayor, and its seal to be hereunto duly affixed and attested by the Township Clerk, and the Interim Redeveloper has caused this Second Amendment to be duly executed in its name and on its behalf by its sole member, on or as of the day first above written.

ATTEST:

Township of West Orange

By: 

Karen Carnevale, Township Clerk

By: 

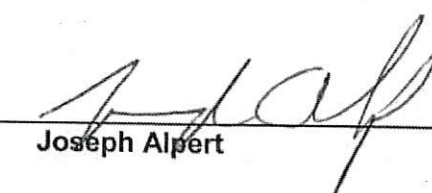
Robert D. Parisi, Mayor

ATTEST:

The Alpert Group, LLC

By: 

Fran Lacatena

By: 

Joseph Alpert

Exhibit “A”



New Jersey Department of Environmental Protection
 Site Remediation Program

HDSRF APPLICATION - COST ESTIMATE - SECTION I

Activity	Rate	Unit	Quantity	Total
Task No.1 - REMEDIAL ACTION - UST REMOVAL - 18 Central Ave. (Bl. 9, Lot 36)				
Task No. 1A - UST Removal Contractor				
UST Removal	\$7,475.00	per day	2	\$14,950.00
Liquid removal/disposal	\$1.05	gallon	120	\$126.00
Non-Haz. petroleum Soil disposal	\$60.00	ton	100	\$6,000.00
Soil Approval (Material Characterization Report)	\$175.00	approval	1	\$175.00
Machine for soil load out	\$2,127.00	day	1	\$2,127.00
Vac Truck	\$115.00	hour	2	\$230.00
Certified Clean Backfill material	\$41.00	ton	180	\$7,380.00
Task No. 1A- UST Removal Costs				\$30,988.00
Task No. 1B - Analysis (Lab Service)				
EPH Cat 2- soil	\$160.00	per sample	13	\$2,080.00
PAHs - soil contingent	\$135.00	per sample	5	\$675.00
Waste Class - TCL/TAL, EPH, RCRA and TCLP Metals	\$1,048.80	per sample	1	\$1,048.80
Task No. 1B - Analysis (Lab Service)				\$3,803.80
RA - UST SUBTOTAL				\$34,791.80
Task No. 2- Consulting/Engineering Costs				
RA Report Preparation	\$100.00	hour	59	\$5,900.00
CADD	\$78.00	hour	16	\$1,248.00
HASP	\$250.00	document	1	\$250.00
Field Sampling Plan	\$100.00	hour	2	\$200.00
UST Closure Plan	\$100.00	hour	8	\$800.00
LSRP	\$158.00	hour	12	\$1,896.00
Field Equipment	\$250.00	day	2	\$500.00
Field Activities	\$100.00	hour	24	\$2,400.00
UST Facility Questionnaire Update	\$100.00	hour	2	\$200.00
NJDEP forms	\$100.00	hour	8	\$800.00
Travel	\$30.00	day	3	\$90.00
EDDs	\$20.00	CD	2	\$40.00
Update CID	\$100.00	hour	4	\$400.00
RAO - 4 Tompkins Street - Entire Site	\$158.00	hour	12	\$1,896.00
Project Management	\$125.00	hour	36	\$4,500.00
Task No. 2- Consulting/Engineering Costs				\$21,120.00
RA SUBTOTAL				\$55,911.80
75% REMEDIAL ACTION COSTS				\$41,933.85
25% OF REMEDIAL ACTION COSTS TO BE CONTRIBUTED BY THE TOWNSHIP				\$13,977.95
TOTAL GRANT REQUESTED AMOUNT				\$41,933.85

Exhibit “B”

Via Email (JSayers@westorange.org)

June 13, 2019

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

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

Dear Mr. Sayers:

As requested, Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C. (Matrix) is pleased to submit this proposal for environmental services for the removal of a 10,000 gallon underground storage tank at the Selecto Flash property located at 18 Central Avenue, West Orange, New Jersey (Block 9; Lot 36). The Township of West Orange (Township) has previously prepared and submitted a Hazardous Discharge Site Remediation Fund (HDSRF) grant to the New Jersey Economic Development Authority (NJEDA) and New Jersey Department of Environmental Protection (NJDEP) for this work. This grant application has been approved by the NJEDA and the monies to complete the remediation are available.

The scope of this project includes the removal and potential soil remediation of a 10,000-gallon fuel oil UST at the Selecto Flash property. The RA is scoped to comply with the Site Remediation Reform Act (SRRA), N.J.S.A 58:10C-1 et seq., the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS), N.J.A.C. 7:26C, the Technical Requirements for Site Remediation (TRSR), N.J.A.C. 7:26E, and applicable NJDEP Guidance Documents. Oversight of remedial activities will be conducted by a Matrix Licensed Site Remediation Professional (LSRP).

The objective of this Scope of Work is for the removal of one 10,000-gallon Number 4 fuel oil UST, prepare a Remedial Action Report documenting the closure of the UST, and issue the final remedial document, if remediation is complete, for this Area of Concern.

SCOPE OF SERVICES

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

Task 1: UST Closures

As part of this task, Matrix and its subcontractors will complete the removal and decommissioning of the existing 10,000-gallon Number 4 heating oil UST located at 18 Central Avenue. Although it is uncertain at this time if the UST has impacted subsurface soil and/or groundwater, Matrix has budgeted for the removal of up to 100 tons of soil from the excavation once the UST has been removed. During decommissioning activities, costs for oily water/sludge disposal is also budgeted. Following the closure of the 10,000-gallon UST, Matrix will prepare the NJDEP UST Facility Registration Form delisting the UST from the NJDEP's UST database. Once the UST has been removed, the excavation will be backfilled with certified clean fill, which will meet the current NJDEP *Fill Material Guidance for SRP Sites*.

Following the removal of the UST, Matrix will collect post excavation soil samples to document the condition of the soils surrounding the UST. If soil sample analysis confirms that UST has caused a discharge, Matrix will notify the Township and discuss procedures for the notification of the NJDEP Spill Hotline.

Task 2: Remedial Action Report

Following the removal of the UST and a review the analytical results, Matrix will prepare the *Remedial Action Report* (RAR). The report will be prepared in accordance with N.J.A.C. 7:26E-4.8. The RAR will discuss the results of the sampling and will include the following:

- A summary of all remediation performed, including the closure of the UST, associated disposal documentation, and clean fill certification.
- Results of all analyses required, copies of laboratory data sheets and conversion of the laboratory deliverable to the required electronic data deliverables pursuant to N.J.A.C. 7:26E-2.1.
- A summary table of analytical methods and quality assurance indicators pursuant to N.J.A.C. 7:26E-2.2.
- Sample summary tables of all analyses, including sample location, media, sample depth and field and lab identification numbers pursuant to N.J.A.C. 7:26E-3.13(c)3. The summary tables will identify contaminant concentrations exceeding the applicable remediation standards, samples with elevated method detection limits (MDLs) exceeding their applicable remediation standard will be identified and explained, and the remaining requirements pursuant to N.J.A.C. 7:26E-3.13(c)3 will be met.
- Field data from each sampling point, including field instrument readings for each sample will be generated and presented in the Summary Report.
- A figure will be prepared indicating the results of the scope of any required remediation area and any necessary post excavation samples. This figure will identify contaminant exceedances above their respective remedial standard by contaminant and depth.
- Submit a completed case inventory document worksheet and all other NJDEP required forms.

COSTS

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

Task 1 – UST Closures	\$34,791.80
Task 2 – Remedial Action Report	<u>\$21,120.00</u>
Total Fixed Fee Cost for Scope of Work	\$55,911.80
 75% of Remedial Action Cost Covered by Grant	\$41,933.85
 25% of Remedial Action Costs to be Contributed by the Township.....	\$13,977.95

CLOSING

Any item listed above which is not ordered will not be billed. Separate authorization from the client will be requested prior to commencing services outside the scope of this proposal.

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

unless specifically noted within the scope of this proposal.

The terms and conditions of this proposal are subject to the attached Matrix Terms and Conditions for Professional Services.

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

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

PAYMENT SCHEDULE

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

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

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

Sincerely,



Thomas DeMichele, LSRP
Senior Project Manager



Robert Meisner, P.E., LSRP
Director, LSRP Services

Authorization to Proceed: _____
Name/Title

Date: _____

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

**ATTACHMENT 1
TERMS AND CONDITIONS**

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES
Matrix New World Engineering, Land Surveying and Landscape Architecture, PC

Section 1: SERVICES

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

Section 2: COMPENSATION

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

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

Section 3: CLIENT'S OBLIGATIONS

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

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

Section 4: INVOICE PROCEDURE AND PAYMENT

Matrix will submit invoices to the CLIENT monthly and a final bill upon completion of the Services. Payment is due thirty (30) days from invoice date. CLIENT agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law on past due accounts. CLIENT will be liable for all court costs, disbursements, and attorney's fees incurred in the collection of any outstanding invoices.

Section 5: OWNERSHIP OF DOCUMENTS

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

Section 6: CONFIDENTIALITY

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

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

Section 7: BURIED UTILITIES

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

Section 8: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

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

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

Section 9: STANDARD OF CARE

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

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

Section 10: INDEPENDENT CONTRACTOR

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

Section 11: JOBSITE HEALTH AND SAFETY

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

Section 12: INSURANCE

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

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

Section 13: INDEMNITY

A. Matrix

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

B. CLIENT

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

Section 14: LIMIT OF LIABILITY

Notwithstanding any other provision contained in the Agreement

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

Section 15: PROJECT DELAYS

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

Section 16: ASSIGNMENT

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

Section 17: THIRD PARTY EXCLUSION

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

Section 18: SEVERABILITY

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

Section 19: TERMINATION

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

Section 20: GOVERNING LAW

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

**ATTACHMENT 2
FEE SCHEDULE**

RESOLUTION

WHEREAS, on May 3, 2016, the Township of West Orange (the “Township”) adopted Resolution 121-16 appointing Matrix New World (“Matrix”), with offices at 26 Columbia Turnpike, Florham Park, New Jersey as the Licensed Site Remediation Professional (the “LSRP”) to assist and oversee the investigation and cleanup of certain properties on the Central Avenue (the “Redevelopment Area”) as to the suspected discharge of hazardous substances or hazardous waste; and

WHEREAS, on October 26, 2016, the Township of West Orange (the “Township”) adopted Resolution 228-16 designating 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 “Property”) was included in the Redevelopment Area; and

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

WHEREAS, on December 18, 2019, the Township adopted Resolution 299-19 to authorize Matrix to perform the Preliminary Assessment and Site Investigations on the Property utilizing grant funds awarded in the amount of \$63,956.20 by the New Jersey Department of Environmental Protection/New Jersey Economic Development Authority (the “DEP”) Hazardous Discharge Site Remediation Funds (the “HDSRF”) Program; and

WHEREAS, as part of the Preliminary Assessment and Site Investigation of the Property, Matrix prepared a proposed Remedial Investigation Work Plan to finalize the environmental investigation of the Property so that a plan for Remedial Action can be prepared; and

WHEREAS, on November 10, 2020, the Township adopted Resolution 227-20 which authorized Matrix to prepare and submit an application to the HDRSF Program for grants funds in the amount of \$195,126 to implement the Remedial Investigation of the Property and prepare a Remedial Action Workplan for the Property; and

WHEREAS, by letter dated January 27, 2021, the DEP issued a letter to the Township advising that it has approved the application for the \$195,126 grant funds to implement the Remedial Investigation of the Property and prepare a Remedial Action Workplan for the Property; and

WHEREAS, to finalize the receipt of the \$195,126 HDRSF grant funds to implement the Remedial Investigation of the Property and prepare a Remedial Action Workplan for the Property, the Township must: (i) submit to the DEP an application fee in the amount of \$500; and (ii) formally retain Matrix to implement the Remedial Investigation of the Property and prepare a Remedial Action Workplan for the Property; and

WHEREAS, Matrix has submitted to the Township a proposal to implement the Remedial Investigation of the Property and prepare a Remedial Action Workplan for the Property at a rate not to exceed \$195,126, Exhibit “A” annexed hereto.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township be and is hereby authorized to retain Matrix to implement the Remedial Investigation of the Property and prepare a Remedial Action Workplan for the Property utilizing the \$195,126 HDRSF grant awarded by the DEP pursuant to the proposal annexed hereto as Exhibit “A;” and be it further

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

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

RESOLVED, that the Township authorizes the expenditure of \$500.00 payable to the
DEP for the application fee as required for award of the subject HDSRF grant; and it is further

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

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

Cindy Matute-Brown
Council President

Adopted: February 9, 2021

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

John Gross, Chief Financial Officer

Exhibit “A”

Via Email (LLepore@westorange.org)

January 29, 2021

Mr. Leonard R. Lepore, P.E., Municipal Engineer
Township of West Orange - Director of Public Works
25 Lakeside Avenue
West Orange, NJ 07052

**Re: PROPOSAL FOR ENVIRONMENTAL SERVICES –
REMEDIAL INVESTIGATION AND REMEDIAL ACTION WORKPLAN
4-10 CENTRAL AVENUE
BLOCK 9, LOT 32
WEST ORANGE, NEW JERSEY
MATRIX NO. 18-286-01**

Dear Mr. Lepore:

As requested, Matrix New World Engineering, Land Surveying, and Landscape Architecture, P.C. (Matrix) is pleased to provide this proposal to complete a Remedial Investigation (RI) and prepare the Remedial Action Workplan (RAWP) for the Former Biddelman, Inc (Biddelman) property, located at 4-10 Central Avenue (Block 9, Lot 32) in the Township of West Orange (Township), New Jersey (Site). Matrix prepared an Application for a Hazardous Discharge Site Remediation Fund (HDSRF) Grant to complete this work and submitted the HDSRF Grant Application to the New Jersey Economic Development Authority (NJEDA) and the New Jersey Department of Environmental Protection (NJDEP) on August 17, 2020. Based on email communications to the Township on January 22 and 27, 2021, the scope of work presented as part of the Application for the RI/RAWP HDSRF Grant is acceptable to NJDEP and NJEDA.

The Site is part of the Central Valley Redevelopment Area, adopted by the Township on January 3, 2017. The Central Valley Redevelopment Area is comprised of six lots (Block 9, Lots 11.01, 11.02, 11.03, 32, and 36, and Block 7, Lot 22). In addition, the Central Valley Redevelopment Area is part of the Central Valley Brownfield Development Area under the Office of Brownfield Reuse, Brownfield Development Area Program which was established on December 5, 2005. Former Site operations conducted by Biddelman included the storage and distribution of dry-cleaning supplies, including tetrachloroethene (PCE), which was stored in a 4,000-gallon

aboveground storage tank (AST). Following the cessation of Biddelman operations in 1986, the PCE AST was removed along with a fuel oil underground storage tank (UST) in 1987. The Site has been vacant since 2004. Currently, NJDEP Site Remediation Program (SRP) Program Interest (PI) number G000006148, and Industrial Site Recovery Act (ISRA) Case numbers E86699 and E20050486 are associated with the Site. The two ISRA Case Numbers are associated with the 1986 cessation of operations, and a 2005 General Information Notice (GIN) filed on December 31, 2005 for cessation of operations. Three NJDEP Case Nos. 15-06-01-1229-00, 15-11-02-1406-01, and 17-04-20-1128-26 are associated with SRP PI No. G000006148.

The objective of the RI is to delineate soil and groundwater impacts, update the conceptual site model (CSM), and define the Biddelman contribution to the regional wide groundwater plume. The RI will be completed in compliance with the NJDEP Technical Requirements for Site Remediation (TRSR), the Site Remediation Reform Act (SRRA), the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS), Underground Storage Tanks, and the NJDEP's applicable guidance documents. The RAWP will outline the components of a remedial action for the Site in compliance with applicable regulations and guidance.

SCOPE OF WORK

The scope of services and associated fees are described in below. For more details, please reference the attached Remedial Investigation Workplan:

Task 1: Remedial Investigation/Remedial Action Workplan

Quality Assurance Project Plan (QAPP) and Health and Safety Plan (HASP)

The QAPP and HASP will be updated prior to the commencement of the RI field activities. The QAPP will be prepared in accordance with requirements in the TRSR and following the NJDEP Quality Assurance Project Plan Technical Guidance. The site-specific HASP will be prepared in accordance with 29 CFR Parts 1910 and 1926 of the Federal Occupational Safety and Health Administration (OSHA) regulations.

Soil Boring Installation

The purpose of this soil investigation is to delineate the horizontal and vertical extent of previously identified contaminant exceedances in soil. The RI will include the installation of up to 25 soil borings to a depth of approximately 20 feet below ground surface (ft., bgs) with multiple samples

being collected from a number of borings (maximum of 40 samples). These samples will be analyzed for the Target Compound List Volatile Organic Compounds plus a Forward Library Search (TCL VOC+15). In the vicinity of the floor and trench drains, samples will be analyzed for Extractable Petroleum Hydrocarbons (EPH) Category 2 and target compound list/target analyte list plus a forward library search (TCL/TAL+30). For QA/QC purposes, one field blank, and one trip blank will also be collected. All samples will be analyzed by a New Jersey certified laboratory on a standard turnaround time basis.

Concrete Sampling

To assess the potential impacts of the boiler room and hazardous material storage area, concrete samples will be collected. Up to six concrete samples will be collected from the building slab and analyzed for EPH Category 2 and TCL/TAL+30. All concrete samples will be biased to any evidence of staining and not exceed 1-inch in depth. All samples will be analyzed by a New Jersey certified laboratory on a standard turnaround time basis. Note that this amount of concrete sampling is not sufficient to characterize the building concrete for reuse and/or disposal in accordance with NJDEP Guidance but is included here to evaluate an established Area of Concern (AOC).

Groundwater Investigation

Based on the groundwater sampling activities to date, chlorinated VOCs (CVOCs), specifically PCE and trichloroethene (TCE) were identified at concentrations above the NJDEP's Groundwater Quality Standards (GWQS). The horizontal extent to the south and the vertical extent of the groundwater plume is unknown, therefore as part of the RI additional groundwater monitoring wells will be installed and additional groundwater samples will be collected to further define the various plumes and allow for better development of the CSM.

Matrix will oversee the installation of up to six hydropunch borings. The hydropunch borings will be installed to refusal/bedrock and up to four grab groundwater samples (up to 24 grab samples total) will be collected and analyzed for TCL VOC+15). For QA/QC purposes, one field blank, and one trip blank will also be collected. All samples will be analyzed by a New Jersey certified laboratory on a standard turnaround time basis.

This task also includes the installation of up to two shallow overburden monitoring wells and up

to five deep overburden monitoring wells. Following the monitoring well installation, these monitoring wells will be subsequently developed using a submersible pump and surveyed by a New Jersey licensed surveyor. All on-site monitoring wells and off-site monitoring wells will be gauged, and three additional rounds of groundwater sampling will be completed. The groundwater samples will be collected from the on-site and off-site monitoring wells (up to 24 wells per sampling event) via low flow sampling technique. The groundwater samples will be analyzed from TCL VOC+15. Water quality indicator parameters (dissolved oxygen, pH, temperature, conductivity, and ORP) will be monitored during the groundwater purging and sampling activities. For QA/QC purposes, one field blank, and one trip blank will also be collected. The groundwater samples and QA/QC samples will be analyzed for TCL VOC+15. All groundwater samples will be analyzed on a standard turnaround time basis by a New Jersey certified laboratory.

Following the conclusion of the third sampling event, Matrix will arrange for the disposal of the non-hazardous investigative derived waste (IDW), up to 28 55-gallon drums. The IDW will consist of soil cuttings and monitoring well purge water generated during well development and groundwater sampling activities.

Vapor Intrusion Investigation

Based on the results of the 2019 groundwater sampling, vapor intrusion sampling is required at occupied structures within 100 feet of the CVOC contamination above the NJDEP's Vapor Intrusion Groundwater Screening Levels (VIGWSL). Therefore, during the RI activities, Matrix will complete vapor intrusion sampling at the following properties:

1. Residential – 532 Valley Road West Orange, New Jersey (Block 9, Lot 23)
2. Residential – 530 Valley Road West Orange, New Jersey (Block 9, Lot 25)
3. Residential – 528 Valley Road West Orange, New Jersey (Block 9, Lot 26)
4. Residential – 526 Valley Road West Orange, New Jersey (Block 9, Lot 27)
5. Commercial – 5 Central Avenue West Orange, New Jersey (Block 10, Lot 1.01)

Before sampling, Matrix will complete an access agreement with the property owner. Matrix will also conduct a building survey and complete the applicable sections of the NJDEP Building Survey and Sampling Form. A total of two indoor air samples and one background (ambient) air sample will be collected per property. The samples will be submitted to the laboratory on hold pending the results of the sub-slab sampling. If the sub-slab soil gas samples, which will be

collected the following day, contain contaminant concentrations at levels exceeding the GWSL, the indoor air samples will be analyzed for VOC+15 and naphthalene using USEPA Method TO-15.

Following the completion of the indoor air sampling, sub-slab soil gas samples will be collected. Two or three sub-slab soil gas samples will be collected from each property, and the sub-slab air samples will be analyzed for VO+15 and naphthalene using USEPA Method TO-15. VI sampling activities are expected to be completed in 2 days, since the indoor air samples will be collected prior to the collection of the sub-slab soil gas samples. The indoor air samples are collected over a 24-hour sample period.

Following the completion of the VI investigation and receipt of analytical results, a VI Investigation Letter will be prepared. The report will summarize investigation activities, results, findings, conclusions, and recommendations for the property. A copy of the report will also be submitted to the NJDEP, tenants, property owner, West Orange Health Department, and the New Jersey Department of Health and Senior Services (if the indoor air samples are analyzed).

Remedial Investigation Report/Remedial Action Workplan

Following the receipt and evaluation of the soil, groundwater, and vapor intrusion data, a RI Report and RAWP and associated forms will be prepared and will summarize the results of the remedial investigation. The report will consist of figures, tables, conclusions, and recommendations. Following a review of the Draft Report by the Township of West Orange, comments will be incorporated to prepare a Final Remedial Investigation Report/Remedial Action Workplan that will be submitted to NJDEP.

The following forms may be required during the RI/RAWP:

- Case Inventory Document (CID)
- Authorization to Submit a Report Through NJDEP Online
- Cover/Certification Form
- CEA Fact Sheet
- Updated Receptor Evaluation

COSTS

The following are the estimated costs for the tasks described herein to complete the RI and RAWP for the Biddelman Site. The costs are as presented in Section I of the HDSRF Application Part 1 and are attached herein. All work will be conducted in accordance with the attached standard terms and conditions and LSRP Special Provisions.

Remedial Investigation and Remedial Action Workplan

Labor	\$ 83,302.00
Direct Expenses.....	\$ <u>111,824.00</u>
Total Fixed Fee Cost.....	\$ 195,126.00

ASSUMPTIONS AND EXCLUSIONS

This proposal is based on the following assumptions:

- No additional assessment, investigation or remediation activities are included;
- Costs do not include future investigations or remediation;
- Costs do not include any additional NJDEP notification or reporting fees, if applicable; and
- All external costs will be charged at cost plus 15%.

Separate authorization from the client will be requested prior to commencing services outside the scope of this proposal.

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

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

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

specifically outlined within the scope of this proposal.

PAYMENT SCHEDULE

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

Please indicate your acceptance of this proposal by (1) signing in the space provided below, (2) signing the attached Terms and Conditions, and (3) signing the attached Special LSRP Provisions and returning one copy to our offices.

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

Sincerely,



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

Authorization to Proceed: _____

Name/Title

Date: _____

Attachments: July 2020 Remedial Investigation Workplan
HDSRF Application Cost Estimate
Terms and Conditions
Special Provisions - LSRP

ATTACHMENT 1
JULY 2020 REMEDIAL INVESTIGATION WORKPLAN

REMEDIAL INVESTIGATION WORKPLAN
FORMER BIDDELMAN INC.
4-10 CENTRAL AVENUE
BLOCK 9, LOT 32
WEST ORANGE, ESSEX COUNTY, NEW JERSEY
NJDEP SRP PI NO. G000006148
ISRA CASE NOS. E20050486 & E86699
NJDEP CASE NO. 17-04-20-1128-26

MATRIX **NEW** WORLD

Engineering Progress

Submitted to:

Mr. Leonard R. Lepore, P.E.
Township of West Orange – Director of Public Works
25 Lakeside Avenue
West Orange, New Jersey 07052

Prepared for:

Mr. Leonard R. Lepore, P.E.
Township of West Orange – Director of Public Works
25 Lakeside Avenue
West Orange, New Jersey 07052

Prepared by:

Matrix New World Engineering, Land Surveying
and Landscape Architecture, P.C.
26 Columbia Turnpike
Florham Park, New Jersey 07932

Matrix No. 18-286

July 2020



July 18, 2020

Mr. Leonard R. Lepore, P.E.
Township of West Orange – Director of Public Works
25 Lakeside Avenue
West Orange, New Jersey 07052

**Re: REMEDIAL INVESTIGATION WORKPLAN
FORMER BIDDELMAN INC.
4-10 CENTRAL AVENUE
BLOCK 9, LOT 32
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY
NJDEP SRP PI NO. G000006148
NJDEP ISRA NOS. E20050486 & E86699
NJDEP CASE NO. 17-04-20-1128-26
MATRIX NO. 18-286**

Mr. Lepore:

Matrix New World Engineering, Land Surveying, and Landscape Architecture, P.C. (Matrix) has prepared this *Remedial Investigation Workplan* (RIW) for the former Biddelman Inc. property, located at 4-10 Central Avenue in the Township of West Orange, Essex County, New Jersey (Site). This RIW summarizes Site soil and groundwater contamination associated with the historic operations and proposed remedial investigation activities including soil borings, groundwater sampling, vapor intrusion sampling, and updating of conceptual site model.

The scope of work outlined in this RIW will be used in our Application for a grant to complete a Remedial Investigation including the Remedial Investigation Report and Remedial Action Workplan from the New Jersey Department of Environmental Protection (NJDEP) Hazardous Discharge Site Remediation Fund (HDSRF) to the Township of West Orange.

If you have any questions, please contact us at (973) 240-1800.

Sincerely,

Marie Raser, P.E., LSRP
Senior Project Manager
LSRP No.: 576547

Copy to: Mr. Richard Trenk, Esq., Trenk, DiPasquale, Della Fare & Sodono, P.C.

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A	Quality Assurance Project Plan (QAPP)
B	Health and Safety Plan (HASP)

1.0 EXECUTIVE SUMMARY

Matrix New World Engineering, Land Surveying, and Landscape Architecture, P.C. (Matrix) has prepared this *Remedial Investigation Workplan (RIW)* on behalf of the Township of West Orange for the property known as the former Biddelman, Inc. facility (Biddelman) located at 4-10 Central Avenue, in the Township of West Orange, Essex County, New Jersey (Site). The Site is designated as Block 9, Lot 32 on the tax maps of the Township of West Orange, located in a residential, commercial, and industrial area, and zoned as industry (I). Block 9, Lot 32 is part of the Central Valley Redevelopment Area, adopted by the Township of West Orange on January 3, 2017. The Central Valley Redevelopment Area is comprised of six lots (Block 9, Lots 11.01, 11.02, 11.03, 32, and 36, and Block 7, Lot 22). In addition, the Central Redevelopment Area is part of the Central Valley Brownfield Development Area under the Office of Brownfield Reuse Brownfield Development Area Program which was established on December 5, 2005.

The Site is also included within the Orange Valley Regional Groundwater Contamination Site (Comprehensive Environmental Response, Compensation and Liability Act [CERCLA] ID No. NJD002148799 [formerly known as the West Orange Groundwater Contamination Site]), which consists of a groundwater contaminant plume that cannot be clearly attributed to any specific source. The Biddelman Site is one of 22 facilities associated with F-listed wastes that may be the source, or one of the sources, of the groundwater contamination. Other potential sources listed are the Selecto Flash property (located adjacent to the Biddelman Site to the east), and Kaye & MacDonald property (located across Central Avenue to the north of the Biddelman Site). While not listed as part of the West Orange Groundwater Contamination Site, the former Fregan's Automotive and Harvard Press properties, located to the east and southeast of the neighboring Selecto Flash property, are Known Contaminated Sites in New Jersey (KCS-NJ) as shown on Figure 4.

The Site is approximately 0.93-acres, rectangular in shape, and is currently improved with a two-story cinder block building on a concrete slab foundation. The remainder of the Site consists of an asphalt paved and gravel parking lot, and a small grassy area. Formerly occupied by Biddelman, Inc. (Biddelman), Site operations included the storage and distribution of dry-cleaning supplies, including tetrachloroethene (PCE), which was stored in a 4,000-gallon aboveground storage tank (AST). Biddelman ceased operations in 1987, the PCE tank was removed with a fuel oil underground storage tank (UST) in 1987, and the Site has been vacant since 2004.

Historic Fill Materials (HFM) and Chlorinated Volatile Organic Compounds (CVOCs) with concentrations above NJDEP Residential Direct Contact Soil Remediation Standards (RDCSRS), Non-Residential Soil Remediation Standards (NRDCSRS), and/or Default Impact to Groundwater Soil Screening Levels (DIGWSSL) have been identified in Site soils. CVOCs have also been observed in Site groundwater above NJDEP Groundwater Quality Standards (GWQS) and Vapor Intrusion Groundwater Screening Levels (VIGWSL).

The Township of West Orange received funding under NJDEP's Site Remediation Program Hazardous Discharge Site Remediation Fund (HDSRF) grant program to complete a Preliminary Assessment (PA) and Site Investigation (SI). The Preliminary Assessment/Site Investigation Report (PA/SIR) was submitted to NJDEP in April 2020 and identified 17 potential Areas of Concern (AOCs). The following AOCs were identified:

- AOC-1: Former 4,000-gallon PCE Above Ground Storage Tank (AST);
- AOC-2: Former Heating Oil Underground Storage Tank (UST);
- AOC-3: Floor and Trench Drains;
- AOC-4: Roof Leaders;
- AOC-5: Sump Pit;
- AOC-6: NJDEP Case Numbers;
 - AOC-6A: NJDEP Case No. 15-06-01-1229-00;
 - AOC-6B: NJDEP Case No. 15-11-02-1406-01;
 - AOC-6C: NJDEP Case No. 17-04-20-1128-26;
- AOC-7: Former Incinerator;
- AOC-8: Historic Fill;
- AOC-9: Loading or Transfer Area (Bay Doors);
- AOC-10: Boiler Room;
- AOC-11: Hazardous Material Storage;
- AOC-12: Pole-Mounted Transformers;
- AOC-13: In-Ground Bin;
- AOC-14: Drum Storage Area;
- AOC-15: Former Operations;
- AOC-16: Groundwater Contamination; and
- AOC-17: Vapor Intrusion.

The SIR documented the investigation of the following seven AOCs on-Site between October 2019 and March 2020:

- AOC-1: Former 4,000-gallon PCE AST;
- AOC-2: Former Heating Oil UST;
- AOC-3: Floor and Trench Drains;
- AOC-7: Former Incinerator;
- AOC-13: In-Ground Bin;
- AOC-16: Groundwater Contamination; and
- AOC-17: Vapor Intrusion.

As a result of the SI activities No Further Investigation (NFI) was recommended for AOC-2: Former Heating Oil UST, AOC-7: Former Incinerator, and AOC-13: In-Ground Bin. NFI was also recommended for the metals and polyaromatic hydrocarbon (PAH) exceedances, attributed to AOC-8: Historic Fill Material (HFM). These compounds were identified in soils across the Site and will be addressed during redevelopment of the Site through the implementation of engineering and institutional controls.

Based on the previous activities completed at the Site, Matrix is recommending additional investigation to delineate CVOC soil impacts, CVOC groundwater impacts, and to determine if any additional AOCs are impacting the soils or groundwater beneath the Site. Further investigation is recommended for the following AOCs:

- AOC-1: Former 4,000-gallon PCE AST;
- AOC-3: Floor and Trench Drains;
- AOC-6C: NJDEP Case No. 17-04-20-1128-26;
- AOC-10: Boiler Room;
- AOC-11: Hazardous Material Storage;
- AOC-15: Former Operations;
- AOC-16: Groundwater Contamination; and
- AOC-17: Vapor Intrusion.

As part of the Remedial Investigation (RI) for the Site soils, Matrix recommends the completion of the Seasonal Soil Compartment Model (SESOIL) to develop a Site-Specific Impact to Groundwater Soil remediation Standard (SSIGWSRS) for key Contaminants of Concern (COCs), specifically PCE and trichloroethene (TCE). The RI for Site groundwater (AOC-16) will include the installation of hydropunch

borings and additional monitoring wells and the establishment of a Classification Exception Area (CEA) for the Biddelman portion of the commingled groundwater plume. The RI for vapor intrusion (AOC-17) will include the completion vapor intrusion investigations at five off-site properties.

This RIW forms the basis for an Application for an HDSRF Grant to complete the remedial investigation, the Remedial Investigation Report (RIR), and Remedial Action Workplan (RAW) will be prepared for the Site.

2.0 INTRODUCTION

2.1 Purpose

This RIW was prepared by Matrix for the Township of West Orange (Client) for the proposed redevelopment of the Former Biddelman, Inc. property located at 4-10 Central Avenue (Block 9, Lot 32) in West Orange, Essex County, New Jersey (Site). The Site is part of the Orange/West Orange Central Valley Brownfield Development Area (BDA) and was completed under a grant awarded to the Township of West Orange from the NJDEP's HDSRF. The purpose of this RIW is to characterize the existing environmental conditions and to outline a workplan for remedial investigation activities at the Site. All RI activities and the preparation of this RIW, will be conducted and prepared in compliance with NJDEP's *Administrative Requirements for the Remediation of Contaminated Sites* (ARRCS, N.J.A.C. 7:26C, August 2018), the *Technical Requirements for Site Remediation* (TRSR, N.J.A.C. 7:26E, August 2018), and other applicable NJDEP Guidance documents.

2.2 Report Organization

This RIW is organized into the following sections:

- Section 3** Physical Setting and Conceptual Site Model
- Section 4** Matrix Preliminary Assessment and Site Investigation Report 2020
- Section 5** Remedial Investigation Technical Overview
- Section 6** Remedial Investigation Workplan – summarizes the proposed remedial investigation activities

3.0 PHYSICAL SETTING AND CONCEPTUAL SITE MODEL

3.1 Site Location and Description

The approximate 0.93-acre Site is designated as Block 9, Lot 32 (4-10 Central Avenue) on the tax map of the Township of West Orange. The Site is rectangular in shape and is currently improved with a two-story cinder block building on a concrete slab foundation. The remainder of the Site consists of an asphalt paved and gravel parking lot, a small grassy area, and three flush mount monitoring wells. The Site is a former industrial property and has been vacant since 2004. The Site is bound to the north by Central Avenue, with a 7-Eleven, Paragon Federal, and Gray Auto Clinic & Tire Services, LLC. located across Central Avenue. The Site is bound to the west by Krauszer's Food and Liquor, residential properties, and Palacio Del Pollo Restaurant along Valley Road. Several residential properties are located along Mitchell Street to the south. The Former Selecto Flash property is located to the east. The Site is located just west of the West Orange/Orange border. A Regional Location Map is included as Figure 1. A Site Plan is included as Figure 2. A Site Plan with Areas of Concern is included as Figure 3.

The parcel is located in a residential, commercial, and industrial area, zoned as commercial (Class 4A, zoning industry [I]), and is now part of the Central Valley Redevelopment Area, adopted by the Township of West Orange on January 3, 2017. The Central Valley Redevelopment Area is comprised of six lots (Block 9, Lots 11.01, 11.02, 11.03, 32, and 36, and Block 7, Lot 22).

3.2 Conceptual Site Model

From the late 1950's to 1985 when operations ceased, Biddelman, Inc. engaged in the wholesale distribution of dry goods and dry-cleaning supplies. The materials and chemicals involved in this business ranged from organic solvents such as ammonia and acetic acid for spot cleaning to PCE for dry-cleaning. The PCE was stored in a 4,000-gallon AST (AOC-1). The PCE AST was removed with a fuel oil UST in 1987. From approximately 1985 to 2004, the Site was owned by Richard Praitano, who operated a portion of the building as Personalized Letter Service and Sales CO., Inc., a letter printing business. A portion of the warehouse was sublet to Artie Petussian of Tri-State Technical Sales, which assembled plastic forms. All operations ceased in April 2004 and the Site has been vacant since 2004. The former operations associated with the dry-cleaning business are most likely the source of the contamination in soils and have contributed to groundwater contamination beneath the Site. The findings of the SIR have been used to develop this Conceptual Site Model (CSM), which will be refined during the remedial investigation phase, and Multiple Lines of Evidence (MLE) have been incorporated to identify and understand the

effects of the regional topography and historic operations on the comingled groundwater plumes beneath the Site and the surrounding properties.

During the remedial investigation phase, soil texture analysis and the SESOIL model will be used to develop a SSIGWSRS for PCE, TCE, cis 1,2-DCE, and methylene chloride, which will be used in developing the Remedial Action Workplan (RAW) for the Site.

Review of historic topographic maps show that the East Branch of the Rahway River has been relocated over time. Its current location is northeast of the Site, but the 1924 topographic map appears to show that it ran adjacent to the Site to the east (Selecto Flash) with a north-south orientation until at least 1924. This observation is supported by lithology encountered during the Remedial Investigation completed in 2019 on the Selecto Flash property and the soil borings and test pits completed on the Biddelman Site. Groundwater contour mapping shows groundwater flow converging in the vicinity of eastern property boundary and near Selecto Flash's monitoring wells MW-1R and MW-3R from both the westerly and easterly directions.

The Site is also included within the Orange Valley Regional Groundwater Contamination Site which consists of a comingled groundwater contaminant plume that cannot be clearly attributed to any specific source. The Site is one of 22 facilities associated with F-listed wastes that may be one of the sources of the groundwater contamination. Other potential sources listed are the former Selecto Flash property located directly adjacent to the Biddelman Site to the east (NJDEP SRP PI No. 027054) and the Kaye & MacDonald property located across Central Avenue to the north of the Biddelman Site (NJDEP SRP PI No. G000040517). While not specifically named as part of the Orange Valley Regional Groundwater Contamination Site, groundwater emanating from the former Fregan's Automotive (NJDEP SRP PI No. 450839) and Harvard Press (NJDEP SRP PI No. 237783) properties located to the east of the former Selecto Flash property may also be contributors.

Data regarding comingled plumes was compiled and presented as part of the SIR and will be refined in the RIR. Groundwater impacts associated with the Site consist mainly of PCE with some TCE and cis 1,2-DCE. The deeper groundwater in the area consists mainly of PCE with low levels of products of dichlorination which is similar to the groundwater on the Site. The plume to the east (former Selecto Flash property) consists mainly of the products for TCE dichlorination and the plume to the east of the former Selecto Flash property (Fregan's Auto and Harvard Press) contains a higher molar fraction of TCE than

found at the Site and the Selecto Flash property. A large PCE/TCE excavation was completed at the Harvard Press property in 2017. After the completion of the remedial investigation and remedial action for the Site soils, monitoring of the groundwater will be completed in support of Monitored Natural Attenuation (MNA) as a remedial action for residual impacts related to the Site contribution.

4.0 MATRIX PRELIMINARY ASSESSMENT AND SITE INVESTIGATION REPORT 2020

The Township of West Orange received funding under NJDEP's Site Remediation Program HDSRF grant program to complete a comprehensive PA and SI for Block 9, Lot 32. The PA/SIR was submitted to NJDEP in April 2020 and identified 17 AOCs on the Site (see Figure 3 for additional details). These AOCs include:

- AOC-1: Former 4,000-gallon PCE AST;
- AOC-2: Former Heating Oil UST;
- AOC-3: Floor and Trench Drains;
- AOC-4: Roof Leaders;
- AOC- 5: Sump Pit;
- AOC-6: NJDEP Case Numbers;
 - AOC-6A: NJDEP Case No. 15-06-01-1229-00;
 - AOC-6B: NJDEP Case No. 15-11-02-1406-01;
 - AOC-6C: NJDEP Case No. 17-04-20-1128-26;
- AOC-7: Former Incinerator;
- AOC-8: Historic Fill;
- AOC-9: Loading or Transfer Area (Bay Doors);
- AOC-10: Boiler Room;
- AOC-11: Hazardous Material Storage;
- AOC-12: Pole-Mounted Transformers;
- AOC-13: In-Ground Bin;
- AOC-14: Drum Storage Area;
- AOC-15: Former Operations;
- AOC-16: Groundwater Contamination; and
- AOC-17: Vapor Intrusion.

The SIR documented the investigation of the following seven AOCs on-Site between October 2019 and March 2020:

- AOC-1: Former 4,000-gallon PCE AST;
- AOC-2: Former Heating Oil UST;
- AOC-3: Floor and Trench Drains;
- AOC-7: Former Incinerator;
- AOC-13: In-Ground Bin;

AOC-16: Groundwater Contamination; and
AOC-17: Vapor Intrusion.

As a result of the SI activities, NFI was recommended for AOC-2: Former Heating Oil UST, AOC-7: Former Incinerator, and AOC-13: In-Ground Bin. NFI was also recommended for the metals and PAH exceedances, attributed to AOC-8: HFM. These compounds were identified in soils across the Site and will be addressed during redevelopment of the Site through the implementation of engineering and institutional controls.

Based on the previous activities completed at the Site, Matrix is recommending additional investigation to delineate CVOC soil impacts, CVOC groundwater impacts, and to determine if any additional AOCs are impacting the soils or groundwater beneath the Site. Further investigation is recommended for the following AOCs:

AOC-1: Former 4,000-gallon PCE AST;
AOC-3: Floor and Trench Drains;
AOC-6C: NJDEP Case No. 17-04-20-1128-26;
AOC-10: Boiler Room;
AOC-11: Hazardous Material Storage;
AOC-15: Former Operations;
AOC-16: Groundwater Contamination; and
AOC-17: Vapor Intrusion.

4.1 Order of Magnitude Analysis

In accordance with NJDEP's Order of Magnitude Guidance (August 2010) and Phase-In Period Guidance for Use of Remediation Standards (Version 1.1 May 2010), the person responsible for conducting the remediation may remediate a site to the Soil Cleanup Criteria (SCC) that were in effect prior to June 2, 2008 when:

- The remediating party has submitted a remedial action workplan or a remedial action report before December 2, 2008 that establish the SCCs as the standards for the site;
- The remedial action workplan or a remedial action report is in compliance with the Technical Rules, N.J.A.C. 7:26E-6; and
- The SCC for the site is not greater by an order of magnitude or more, than the soil remediation standards adopted by N.J.A.C. 7:26D.

There are no previously closed remedial activities associated with the Site, and no final remediation documents have been filed or issued. All sample results will be compared to current standards for the purpose of evaluating protectiveness of human health and the environment.

5.0 REMEDIAL INVESTIGATION WORKPLAN

The following section presents a technical overview of investigation activities that will be performed by Matrix at the Site during the Remedial Investigation activities. Soil and groundwater samples will be collected in general accordance with NJDEP's TRSR N.J.A.C. 7:26E, NJDEP's FSPM, and any other applicable NJDEP Guidance Documents. In addition, all sampling will be performed in accordance with a site-specific Quality Assurance Project Plan (QAPP). The site-specific QAPP is included as Appendix A. The following is a summary of the proposed remedial investigation activities proposed for the Site.

5.1 Investigation Objective

The objective of the RI will be to delineate soil and groundwater impacts, to update the CSM, and define the Biddelman contribution to the regional wide groundwater plume.

5.2 Applicable Remediation Standards

The applicable remediation standards for soil at this Site are the NJDEP's November 2013 Default Impact to Groundwater Soil Screening Levels (DIGWSSLs) for the unsaturated soils beneath the Site; and the more stringent of the NJDEP's September 2018 Residential Direct Contact Soil Remediation Standards (RDCSRS) and the NJDEP's September 2018 Non-Residential Direct Contact Soil Remediation Standards (NRDCSRS) for saturated soils beneath the Site. Extractable Petroleum Hydrocarbons (EPH) soil analytical results will be compared to the NJDEP's EPH Soil Remediation Criterion (SRC) and Product Determination Criterion. The applicable remediation standards for groundwater beneath the Site are the NJDEP's Groundwater Quality Standards (GWQS), N.J.A.C. 7:9C (last revised July 2007) and the NJDEP's Interim Groundwater Criteria (GWC), N.J.A.C. 7:9C (February 2008 [last revised November 2015]). Groundwater beneath the Site will also be compared to the NJDEP's Vapor Intrusion Groundwater Screening Levels (VIGWSL), Vapor Intrusion Technical Guidance (version 4.1, January 2018). The applicable remediation standards for sub-slab soil gas (SSSG) samples are the NJDEP's Residential Soil Gas Screening Levels (RSGSL) and NJDEP's Non-Residential Soil Gas Screening Levels (NRSGSL), Vapor Intrusion Technical Guidance (version 4.1, January 2018). The applicable remediation standards for indoor air (IA) samples are the NJDEP's Residential Indoor Air Screening Levels (RIASL), NJDEP's Non-Residential Indoor Air Screening Levels (NRIASL), NJDEP's Residential Rapid Action Levels (RRAL) and the NJDEP's Non-Residential Rapid Action Levels (NRRAL), Vapor Intrusion Technical Guidance (version 4.1, January 2018). As part of the RI, the soil texture analysis that was completed during the SI activities will be used in the SESOIL Model to develop a Site-Specific Impact to Groundwater Soil remediation Standards (SSIGWSRS) for key Contaminants of Concern (COCs).

5.3 Sampling Procedures

The RI activities will be performed in accordance with the NJDEP's TRSR and FSPM and the applicable NJDEP guidance documents including the *Technical Guidance for Site Investigation of Soil, Remedial Investigation of Soil, and Remedial Action Verification Sampling of Soil* (March 2015), the *Groundwater Technical Guidance: Site Investigation, Remedial Investigation, Remedial Action Performance Monitoring* (April 3, 2012), *Vapor Intrusion Technical Guidance* (January 2018), and any other applicable NJDEP guidance documents.

5.4 Subcontractors

The following are subcontractors that will be used during the RI phase of work and their contact information:

Company	Name/Contact Information	Purpose
Environmental Field Service 2 Knoll Lane Marlton, New Jersey 08053	Tom Wysocki (609) 265-1202	Drilling – Soil Borings
Hawk Drilling 221 Van Syckel's Road Hampton, New Jersey 08827	John Charles (908) 323-2187	Drilling – Monitoring Well Installation
Environmental Probing Investigations, Inc. (EPI) 833 Monmouth Road, Suite 1 Cream Ridge, New Jersey 08514	Brian Kokot (609) 758-9000	Drilling – Hydropunch Borings, Monitoring Well Installation
Pine Environmental Services, Inc. 92 North Main Street, Building 20 Windsor, New Jersey 08561	Sonya Garcia (800) 301-9663	Field equipment
SGS Accutest Laboratories, Inc. 2235 US-130 Dayton, New Jersey NJ Certification No. 12129	Tammy McCloskey (732) 329-0200	Laboratory analytical services
Blue World Construction 26 Columbia Turnpike Suite 104 Florham Park, New Jersey 07932	Pat Honeywell (973) 585-9032	Excavation - Test Pits

5.5 Reliability of the Laboratory Analytical Data

All samples will be received by SGS-Accutest within the prescribed field holding times, will be intact, and properly preserved. SGS-Accutest will analyze all samples within the recommended method holding times, each analysis method met quality control requirements, and method blanks met method specific requirements.

5.6 Areas of Concern for Remedial Investigation

Further investigations are recommended for the following AOCs:

- AOC-1: Former 4,000-gallon PCE AST;
- AOC-3: Floor and Trench Drains;
- AOC-6C: NJDEP Case No. 17-04-20-1128-26;
- AOC-10: Boiler Room;
- AOC-11: Hazardous Material Storage;
- AOC-15: Former Operations;
- AOC-16: Groundwater Contamination; and
- AOC-17: Vapor Intrusion.

All soil borings will be advanced by a New Jersey Licensed driller using the Geoprobe “direct push” method under the direction of Matrix. Soil cores will be collected in five-foot intervals with dedicated acetate sleeves. Prior to initiating the RI activities, New Jersey One Call will be notified by the New Jersey Licensed driller. Upon retrieval of soil cores, subsurface materials will be visually inspected, screened with a photo-ionization detector (PID) [MiniRae parts per billion (ppb) meter] for organic vapors and logged for material content and lithology. The soil borings will be advanced to approximately ten to 20 ft bgs. Soil samples will be collected at the discrete six-inch interval that displays the greatest likelihood of contamination based on field measurements and/or other evidence of contamination (i.e. staining, odor, elevated PID readings, etc.). The RI will include the installation of up to 25 soil borings with multiple samples being collected from several borings (maximum 40 of samples). In addition, up to 6 concrete samples will be collected as part of RI activities. The proposed soil boring locations are illustrated on Figure 6. A sample inventory is included as Table 1. Sample analysis for each AOC will be described below. All samples will be submitted to SGS Accutest, a NJ accredited laboratory on a normal turnaround time.

5.6.1 AOC-1 – Former 4,000-gallon PCE AST; AOC-6C – NJDEP Case No. 17-04-20-1128-26; and AOC-15 – Former Operations

Based on historic sampling events, PCE and TCE were identified above the NJDEP's DIGWSSL, RDCSRS, and/or NRDCSRS. As part of the SI, Matrix collected twenty-one soil samples to determine the horizontal and vertical extent of the CVOC impacts associated with these AOCs. Based on the analytical results of soils, PCE was identified with concentrations above NJDEP's RDCSRS and PCE and TCE were identified with concentrations above NJDEP's DIGWSSL. The PCE impacts identified above the NJDEP's RDCSRS were vertically and horizontally delineated with the exception of soil sample TP-7, which contained PCE at 102 mg/kg at 7.0 ft bgs. Elsewhere, (SS-12B) vertical delineation was achieved at a depth from 13.5-14 ft bgs, in the saturated zone. Due to the exceedance of the NJDEP's RDCSRS for PCE as well as the exceedances of the NJDEP's DIGWSSL for PCE and TCE, additional investigations are warranted to complete the delineation of impacted soils associated with AOC-1, AOC-6C, and AOC-15.

The RI activities will include up to 15 soil borings advanced to approximately 10-20 ft bgs and the collection of up to 30 soil samples. Soil samples will be collected at the discrete six-inch interval where impacts were observed in a neighboring sample and, if different, the six-inch interval that displays the greatest likelihood of contamination based on field measurements and/or other evidence of contamination (i.e. staining, odor, elevated PID reading, etc.). Samples will be analyzed for Target Compound List (TCL) volatile organic compounds (VOCs+15). The soil texture analysis completed in March 2020 will be used in developing a SSIGWSRS for PCE, TCE, cis-1,2-DCE, and methylene chloride. Use of the SESOIL Model will be in accordance with the NJDEP December 2008 Guidance Document "Using the SESOIL Transport Model to Assess the Impact to Groundwater Pathway"

5.6.2 AOC-3 – Floor and Trench Drain Discharge

As part of the SI, soil sample SB-2 was collected immediately adjacent to the former soil boring, FD-1 to confirm the analytical results of the 1987 soil sample. Based on the analytical results, no constituents were identified with concentrations above the NJDEP's DIGWSSL, RDCSRS, or NRDCSRS. Therefore, no additional investigation or remediation is recommended for this location, however; additional investigation and sampling is warranted for the floor and trench drains that are not associated with this discharge point.

The RI activities will include the inspection of the floor and trench drains to determine discharge points. Matrix will provide oversight during the inspection of the floor and trench drains and all associated piping,

which will be conducted by an experienced and qualified sub-contractor. The system will be video inspected, or dye tested to determine discharge point, as appropriate. The video inspection will utilize a remote-controlled pan, zoom, and tilt camera on a closed-circuit television with a computer analysis. Matrix will have the inspection recorded.

If the discharge point of the floor drains is determined to be different than the one already sampled (FD-1/SB-2), then additional soil samples will be collected. Up to ten soil samples will be collected from the discrete six-inch interval below the floor or trench drain invert, the associated piping invert, or the discharge point. The collection of the soil samples will be completed in one mobilization of a direct push rig. The soil borings will be advanced to approximately 5 to 10 ft bgs. The samples will be analyzed for extractable petroleum hydrocarbon (EPH) category 2 and target compound list/ target analyte list plus a forward library search (TCL/TAL+30).

5.6.3 AOC-10 – Boiler Room

During the SI activities, this AOC was not investigated. The RI activities will include the sampling of the concrete floor in the boiler room to determine if there are any potential impacts to the Site associated with this AOC. All concrete sampling will be collected in accordance with the NJDEP TRSR, the FSPM, and NJDEP Guidance for Characterization of Concrete and Clean Material Certification for Recycling (Updated January 12, 2010) (Concrete Guidance). Up to two concrete samples will be collected from the building slab in the boiler room. All concrete samples will be collected from the existing building slab biased to any evidence of staining, not to exceed 1-inch in depth. If additional concrete is needed for the sample, additional samples will be co-located at the sampling point. All concrete samples will be collected as discrete samples and not composited. The concrete samples will be analyzed for TCL/TAL+30 and EPH Category 2.

5.6.4 AOC-11 – Hazardous Material Storage

During the SI activities, this AOC was not investigated. The RI activities will include the sampling of the concrete floor throughout the building to determine any potential impacts to the Site associated with this AOC. All concrete sampling will be collected in accordance with the NJDEP TRSR, the FSPM, and NJDEP Concrete Guidance. Up to four concrete samples will be collected from the building slab. All concrete samples will be collected from the existing building slab biased to any evidence of staining, not to exceed 1-inch in depth. If additional concrete is needed for the sample, additional samples will be co-located at the sampling point. All concrete samples will be collected as discrete samples and not composited. The concrete samples will be analyzed for TCL/TAL+30 and EPH Category 2.

5.6.5 AOC-16 - Groundwater

Based on the groundwater sampling activities to date, CVOCs, specifically PCE and TCE were identified at concentrations above the NJDEP's GWQS. As part of the SI, data regarding comingled plumes was compiled and an evaluation of the molar fractions of PCE, TCE, ci-1,2DCE, and VC was completed for the Site and the surrounding properties associated with the Orange Valley Regional Groundwater Contamination Site (CERCLIS ID No. NJD002148799). The deeper groundwater contamination in the area consists mainly of PCE with low levels of products of dichlorination which is similar to the groundwater on the Biddelman Site. The (shallow) groundwater plume to the east (former Selecto Flash property) consists mainly of TCE dichlorination biproducts, and the plume to the east of the former Selecto Flash property (Fregan's Auto and Harvard Press) contains a higher molar fraction of TCE than found at the Selecto Flash property or Biddelman Site. The horizontal extent to the south and vertical extent of the groundwater plume is unknown. Additional data is to be collected as part of the RI to further define the various plumes and revise the CSM. A CEA for groundwater will be also be established during the RI phase.

In an effort to complete horizontal and vertical delineation of the Biddelman's groundwater contamination, Matrix will oversee the installation of up to six hydropunch borings. The hydropunch borings will be installed to refusal/bedrock and up to four grab groundwater samples will be collected at the following intervals from each hydropunch boring:

- 20-24 ft bgs;
- 30-34 ft bgs;
- 40-44 ft bgs; and
- top of rock.

The groundwater samples will be analyzed for TCL VOCs+15. Up to 24 grab groundwater samples will be collected. For QA/QC purposes, one duplicate sample and up to two field blanks will be collected and analyzed for TCL VOCs+15. One trip blank sample will be collected for TCL VOCs+15 analysis. The proposed hydropunch boring locations are illustrated on Figure 7. Hydropunch sample results will be evaluated to determine the screened intervals and location of the permanent monitoring wells. Based on the results from the hydropunch boring activities, Matrix will oversee the installation of up to two shallow overburden monitoring wells and five deep overburden monitoring wells.

Matrix will request access from the Township of West Orange for any hydropunch borings and monitoring wells that will be installed off-site within the rights-of-way. Prior to mobilizing to the Site, New Jersey one Call will be notified and traffic control through the Township of West Orange Police Department will be arranged, if required. All drilling activities will be completed by a New Jersey Licensed well driller under the observation of Matrix. Prior to drilling activities, each location will be utility cleared utilizing an “air knifing” technique. The proposed shallow overburden wells will be constructed of 2-inch diameter PVC with approximately 10 to 15 ft of 0.020 slot PVC screened across the water table from approximately 10 to 20-25 ft bgs. The proposed deep overburden wells will be constructed of 2-inch diameter PVC with approximately 5 ft of 0.020 slot PVC on top of rock (approximately 45-50 ft bgs). At grade level, monitoring wells will be completed with a protective steel-cased flushmount cover and locking cap.

Following the monitoring well installation, these monitoring wells will be subsequently developed using a submersible pump until the groundwater discharging from the monitoring well becomes clear. The soil cuttings and well development water that will be generated during the monitoring well installation activities will be stored in 55-gallon drums and staged at the Site. The monitoring wells will be surveyed by a New Jersey licensed surveyor to the nearest 0.01 foot. Approximately two weeks following the monitoring well installation, Matrix will collect groundwater samples for TCL VOCs+15 on a standard two-week turnaround time.

In addition to the installation of the new monitoring wells, all on-site monitoring wells and off-site monitoring wells will be gauged and three additional rounds of groundwater sampling will be completed. The groundwater samples will be collected from the on-site and off-site monitoring wells (up to 24 wells per sampling event) via low flow sampling technique. During purging, field measurements including depth to groundwater, dissolved oxygen content, turbidity, pH, temperature, conductivity, and ORP will be collected from all monitoring wells. The groundwater samples will be analyzed for TCL VOCs+15. For QA/QC purposes, one duplicate sample and up to four field blanks will be collected and analyzed for TCL VOCs+15, per groundwater sampling event. One trip blank sample will be collected for TCL VOCs+15 analysis, per groundwater sampling event. The additional rounds of groundwater sampling and analysis will allow for better development of the CSM and the position and magnitude of the subject Site groundwater plume in relation to the various comingled CVOC plumes associated with the Site and the Orange Valley Groundwater Superfund Site. This data will help determine the most appropriate remedial action for the groundwater.

5.6.6 AOC-17 - Vapor Intrusion Remedial Investigation

Based on the results of the 2019 groundwater sampling, vapor intrusion sampling is required at occupied structures within 100 feet of the CVOC contamination above the NJDEP's vapor intrusion groundwater screening levels (VIGWSL). As the subject Site and adjacent Selecto Flash site are currently vacant, no vapor intrusion investigations are proposed for these properties.

Currently, monitoring wells MW-1, MW-12, and MW-13 contain exceedances of the NJDEP's VIGWSL for PCE or TCE. There are currently four occupied residential properties and two commercial properties within 100 feet of the contaminated groundwater plume and a VI investigation is recommended for these adjacent structures in accordance with applicable regulations and guidance. The HDSRF Grant for the SI activities only included the sampling for one property, therefore, Matrix sampled the property closest to the Biddelman Site. Vapor intrusion sampling was conducted at 2 Central Avenue and based on the analytical results there is no complete pathway for vapor instruction at 2 Central Avenue. Therefore, no additional vapor intrusion testing or mitigation is required at this time at 2 Central Avenue. During the RI activities, Matrix will complete vapor intrusion sampling at the following properties (for more details, see Figure 8):

1. Residential – 532 Valley Road West Orange, New Jersey (Block 9, Lot 23)
2. Residential – 530 Valley Road West Orange, New Jersey (Block 9, Lot 25)
3. Residential – 528 Valley Road West Orange, New Jersey (Block 9, Lot 26)
4. Residential – 526 Valley Road West Orange, New Jersey (Block 9, Lot 27)
5. Commercial – 5 Central Avenue West Orange, New Jersey (Block 10, Lot 1.01)

Before sampling, Matrix will complete an access agreement with the property owner. Matrix will also conduct a building survey and complete the applicable sections of the NJDEP Building Survey and Sampling Form. Components of the building survey include the identification of potential background sources of volatile compounds, assessment of the building construction, recognition of points of potential vapor intrusion into a building, and identification of possible sample locations with the property owner.

As part of the sampling activities, SSSG, IA, and ambient air (AA) samples will be collected. According to Table 3-2 of the NJDEP VITG, two to three SSSG samples will be collected in the structure on each property. As per Table 3-3 of the NJDEP VITG, two IA will need be collected in the structure on each property. These sample locations will be chosen to be biased towards locations with penetrations through the slab. One sample per property will also be taken of the AA.

Six-Liter stainless-steel SUMMA® vacuum canisters and 24-hour laboratory-supplied flow controllers will be used for the IA sample collection. Matrix will conduct indoor air testing by placing one vacuum sample canister in each space identified. The sample canisters will be labeled as “Air Sampling in Progress – Do Not Disturb” and are set up in the selected spaces. In accordance with Section 3.5 of the VITG, the canisters are allowed to aspirate an air sample, undisturbed, over a 24-hour period. No drilling or specialized equipment, other than the vacuum canisters, are required for the IA sampling. The IA and AA samples will be analyzed for VOCs will be performed using USEPA Compendium Method TO-15 for VOCs using a gas chromatograph and mass spectrophotometer to determine both the identity and concentration of contaminants present in the air collected within in the Summa® gas collection canister. To minimize influencing the IA concentrations from the SSSG samples, the SSSG samples will be collected following the collection of the 24-hour IA sample. When the IA samples are picked up, the SSSG will be taken, and the SSSG and IA samples will both be shipped to the laboratory for analysis. However, only the SSSG samples will be initially analyzed. The IA samples are analyzed only if the SSSG results suggest that further investigation is warranted (COC exceeding the SGSL). SSSG samples will be collected as per Section 3.3 of the NJDEP VITG. One-Liter stainless-steel SUMMA® vacuum canisters and 5-minute laboratory-supplied flow controllers will be used for the SSSG sample collection with a sample flow rate no more than 200 milliliters per minute (sample time of 5-minutes for one-liter canisters). The SSSG samples will be collected from tubing inserted into a ½-inch diameter sample point created with a hammer drill bit. A tracer test and leak test will be performed with helium gas before the collection of the samples. The SSSG samples will be analyzed for VOCs will be performed using USEPA Compendium Method TO-15 for VOCs using a gas chromatograph and mass spectrophotometer to determine both the identity and concentration of contaminants present in the air collected within in the Summa® gas collection canister. The ½-inch diameter sample points will be repaired with hydraulic cement and/or grout.

5.7 Site Health and Safety Plan

All remedial investigation activities will be conducted in accordance with a site-specific HASP that complies with all requirements of 29 CFR 1910.120 and other applicable OSHA requirements. The HASP will represent requirements for air monitoring, decontamination, personal protective equipment (PPE) and other applicable health and safety requirements. A site-specific HASP for the remedial actions has been developed and is included as Appendix B.

5.8 Quality Assurance Project Plan

All remedial investigation activities will be conducted in accordance the NJDEP TRSR, FSPM, and applicable NJDEP Guidance Documents. All samples collected during the remedial investigation activities will be submitted to New Jersey certified laboratory under chain-of-custody procedures. A site-specific QAPP including Data of Known Quality requirements for the remedial investigation has been developed and is included as Appendix A. If needed, the site-specific QAPP will be modified as the remedial investigation activities proceed.

5.9 Remedial Investigation Report and Remedial Action Workplan

The results will be reported as part of the Remedial Investigation Report (RIR). The report will be prepared in accordance with N.J.A.C. 7:26E-4.8. the RIR will discuss the results of the sampling and will include the following:

- Results of all analyses, copies of laboratory data sheets and conversion of the laboratory deliverable to the required electronic data deliverables pursuant to N.J.A.C. 7:26E-2.1;
- A summary table of analytical methods and quality assurance indicators pursuant to N.J.A.C. 7:26E-2.2;
- Sample summary tables of all analyses, including sample location, media, sample depth and field and lab identification numbers pursuant to N.J.A.C. 7:26E-3.13(c)3. The summary tables will identify contaminant concentrations exceeding to applicable remediation standards, samples with elevated reporting limits (RLs) exceeding their applicable remediation standards will be identified and explained, and the remaining requirements pursuant to N.J.A.C. 7:26E-3.13(c)3 will be met;
- Field data from each sampling point, including field instrument readings for each sample will be generated and presented in the summary report;
- Figures will be prepared indicating the results of all sampling events. Figures will identify contaminant exceedances above their respective remedial standard by contaminant and depth;
- A QAPP prepared pursuant to N.J.A.C. 7:26E-2.2; and
- Submit a completed case inventory document worksheet and other NJDEP required forms.

Following the completion of the RI, and evaluation of remedial options, Matrix will prepare a Remedial Action Workplan (RAW) for approval to the NJDEP pursuant to N.J.A.C. 7:26E-5.5. the purpose of the RAW will select a remedial action(s) that will be protective of human health and the environment in compliance with applicable regulations and guidance.

5.10 Regulatory Timeframe

No regulatory deadlines are currently established for the submission of the RIR or RAW in accordance with N.J.A.C 7:26E 4.10(d) as the Site is owned by the Township of West Orange and is exempt as a local government agency.

Tables

Table 1
Proposed Sampling Summary Table
Proposed Remedial Investigation
Former Biddelman, Inc.
4-10 Central Avenue West Orange, Essex County, New Jersey
SRP PI No. G000006148

LOCATION	MATRIX	SAMPLE DEPTH	ANALYTICAL PARAMETERS	SAMPLING METHOD	Purpose
SOIL					
AOC-1 - Former PCE AST, AOC-6C - NJDEP Case No. 17-04-20-1128-26, and AOC-15 - Former Operations					
SB-25	Soil	8-8.5 ft bgs	TCL VOCs+15	EnCore/ Scoopula	Vertical Delineation of TP-7
		9-9.5 ft bgs			
		10-10.5 ft bgs			
SB-26	Soil	6.5-7 ft bgs	TCL VOCs+15	EnCore/ Scoopula	Horizontal Delineation of TP-7
SB-27	Soil	6.5-7 ft bgs	TCL VOCs+15	EnCore/ Scoopula	
SB-28	Soil	6.5-7 ft bgs	TCL VOCs+15	EnCore/ Scoopula	
SB-29	Soil	8-8.5 ft bgs	TCL VOCs+15	EnCore/ Scoopula	Vertical Delineation of S12
		9-9.5 ft bgs			
		10-10.5 ft bgs			
SB-30	Soil	9-9.5 ft bgs	TCL VOCs+15	EnCore/ Scoopula	Shallow up Vertical Delineation at SB-13 for IGWSSL
		10-10.5 ft bgs			
SB-31	Soil	7-7.5 ft bgs	TCL VOCs+15	EnCore/ Scoopula	Horizontal Delineation of SB-13 for IGWSSL
SB-32	Soil	1.5-2 ft bgs	TCL VOCs+15	EnCore/ Scoopula	Horizontal Delineation of TP-10 for IGWSSL
		6.5-7 ft bgs			
SB-33	Soil	7-7.5 ft bgs	TCL VOCs+15	EnCore/ Scoopula	Horizontal Delineation of SB-7 for IGWSSL
SB-34	Soil	5.5-6 ft bgs	TCL VOCs+15	EnCore/ Scoopula	Horizontal Delineation of SS10A
SB-35	Soil	7.5-8 ft bgs	TCL VOCs+15	EnCore/ Scoopula	Shallow up Vertical Delineation at S10
		9.5-10 ft bgs			
SB-36	Soil	3.5-4 ft bgs	TCL VOCs+15	EnCore/ Scoopula	Horizontal Delineation of SB-11/TP-1 for IGWSSL
		7-7.5 ft bgs			
		8-8.5 ft bgs			
SB-37	Soil	3.5-4 ft bgs	TCL VOCs+15	EnCore/ Scoopula	Horizontal Delineation of SB-11/TP-1 for IGWSSL
		6.5-7 ft bgs			
		7-7.5 ft bgs			
SB-38	Soil	8.5-9 ft bgs	TCL VOCs+15	EnCore/ Scoopula	Vertical Delineation of SB-11
		10-10.5 ft bgs			
AOC-3 - Floor Drain Discharge					
SB-15	Soil	6-inch interval below the floor or trench drain, associated piping, or discharge point invert	EPH Cat 2, TCL/TAL+30	EnCore/ Scoopula	Determine any potential impacts to Site
SB-16					
SB-17					
SB-18					
SB-19					
SB-20					
SB-21					
SB-22					
SB-23					
SB-24					
AOC-10 - Boiler Room					
C-1	Concrete	Building Slab, 1-inch in depth	EPH Cat 2, TCL/TAL+30	EnCore/ Scoopula	Determine any potential impacts to Site
C-2					
AOC-11 - Hazardous Material Storage					
C-3	Concrete	Building Slab, 1-inch in depth	EPH Cat 2, TCL/TAL+30	EnCore/ Scoopula	Determine any potential impacts to Site
C-4					
C-5					
C-6					

Table 1
Proposed Sampling Summary Table
Proposed Remedial Investigation
Former Biddelman, Inc.
4-10 Central Avenue West Orange, Essex County, New Jersey
SRP PI No. G000006148

LOCATION	MATRIX	SAMPLE DEPTH	ANALYTICAL PARAMETERS	SAMPLING METHOD	Purpose
GROUNDWATER					
Hydropunch Borings					
HP-1	Groundwater	20-24 ft bgs	TCL VOCs+15	Grab Sample	Horizontal and Vertical Delineation Samples
		30-34 ft bgs			
		40-44 ft bgs			
		top of rock			
HP-2	Groundwater	20-24 ft bgs	TCL VOCs+15	Grab Sample	Horizontal and Vertical Delineation Samples
		30-34 ft bgs			
		40-44 ft bgs			
		top of rock			
HP-3	Groundwater	20-24 ft bgs	TCL VOCs+15	Grab Sample	Horizontal and Vertical Delineation Samples
		30-34 ft bgs			
		40-44 ft bgs			
		top of rock			
HP-4	Groundwater	20-24 ft bgs	TCL VOCs+15	Grab Sample	Horizontal and Vertical Delineation Samples
		30-34 ft bgs			
		40-44 ft bgs			
		top of rock			
HP-5	Groundwater	20-24 ft bgs	TCL VOCs+15	Grab Sample	Horizontal and Vertical Delineation Samples
		30-34 ft bgs			
		40-44 ft bgs			
		top of rock			
HP-6	Groundwater	20-24 ft bgs	TCL VOCs+15	Grab Sample	Horizontal and Vertical Delineation Samples
		30-34 ft bgs			
		40-44 ft bgs			
		top of rock			
3 Groundwater Sampling Events					
MW-1	Groundwater	bottom 5 ft of screen	TCL VOCs+15	Bladder Pump	Biddelman Wells, revisions to Conpetual Site Model, establish a CEA
MW-12					
MW-13					
New Shallow Well					
New Deep Well					
New Deep Well					
New Deep well					
New Deep well					
MW-1R					
MW-2					
MW-3R					
MW-4R					
MW-4D					
MW-5R					
MW-6					
MW-7					
MW-8R					
MW-9D					
MW-10					
MW-11					
MW-11D					
QA/QC					
Trip Blank	Aqueous	-	TCL VOCs+15	Lab	One sample per event
Field Blank	Aqueous	-	TCL VOCs+15	Field Blank	One sample per day per event

Table 1
Proposed Sampling Summary Table
Proposed Remedial Investigation
Former Biddelman, Inc.
4-10 Central Avenue West Orange, Essex County, New Jersey
SRP PI No. G000006148

LOCATION	MATRIX	SAMPLE DEPTH	ANALYTICAL PARAMETERS	SAMPLING METHOD	Purpose
VAPOR INTRUSION					
532 Valley Road (3180 square feet)					
SG-1	Sub Slab Soil Gas	-	TO-15	1-liter Summas	Vapor Intrusion sampling within 100 feet of CVOC Groundwater Plume
SG-2					
SG-3					
IA-1	Indoor Air	-	TO-15	6-liter Summas	
IA-1					
AA-1	Ambient Air	-	TO-15	6-liter Summas	
530 Valley Road (1690 square feet)					
SG-1	Sub Slab Soil Gas	-	TO-15	1-liter Summas	Vapor Intrusion sampling within 100 feet of CVOC Groundwater Plume
SG-2					
SG-3					
IA-1	Indoor Air	-	TO-15	6-liter Summas	
IA-1					
AA-1	Ambient Air	-	TO-15	6-liter Summas	
528 Valley Road (1710 square feet)					
SG-1	Sub Slab Soil Gas	-	TO-15	1-liter Summas	Vapor Intrusion sampling within 100 feet of CVOC Groundwater Plume
SG-2					
SG-3					
IA-1	Indoor Air	-	TO-15	6-liter Summas	
IA-1					
AA-1	Ambient Air	-	TO-15	6-liter Summas	
526 Valley Road (1892 square feet)					
SG-1	Sub Slab Soil Gas	-	TO-15	1-liter Summas	Vapor Intrusion sampling within 100 feet of CVOC Groundwater Plume
SG-2					
SG-3					
IA-1	Indoor Air	-	TO-15	6-liter Summas	
IA-1					
AA-1	Ambient Air	-	TO-15	6-liter Summas	
5 Central Avenue (2500 square feet)					
SG-1	Sub Slab Soil Gas	-	TO-15	1-liter Summas	Vapor Intrusion sampling within 100 feet of CVOC Groundwater Plume
SG-2					
SG-3					
IA-1	Indoor Air	-	TO-15	6-liter Summas	
IA-1					
AA-1	Ambient Air	-	TO-15	6-liter Summas	

Notes:

TCL = Target Compound List

VOC+15 = Volatile Organic Compounds

EPH, Cat 1 = Extractable Petroleum Hydrocarbons Category 1

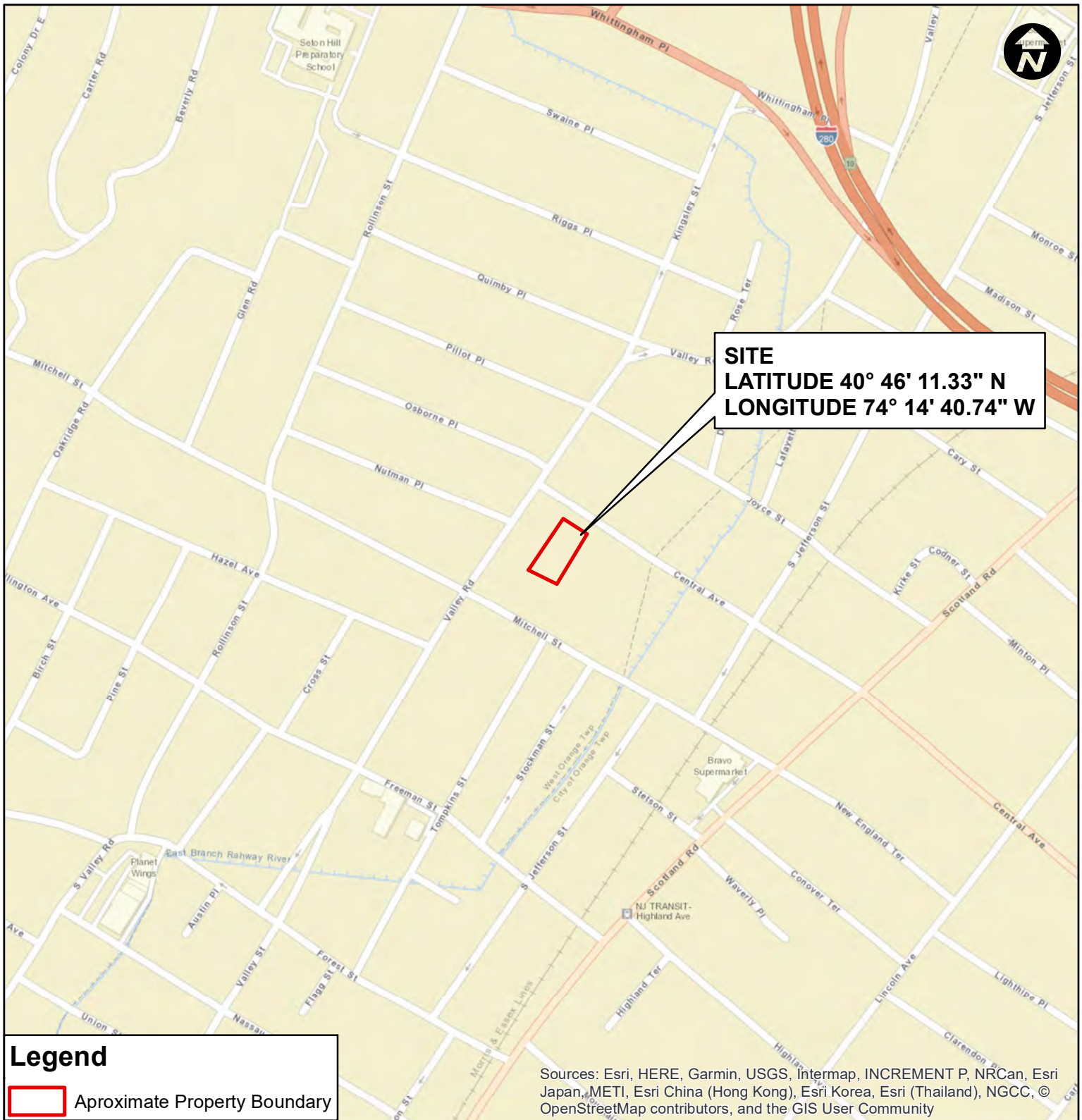
EPH, Cat 2 = Extractable Petroleum Hydrocarbons Category 2

TOC = Top of Casing

ft, bgs = Feet, Below Ground Surface

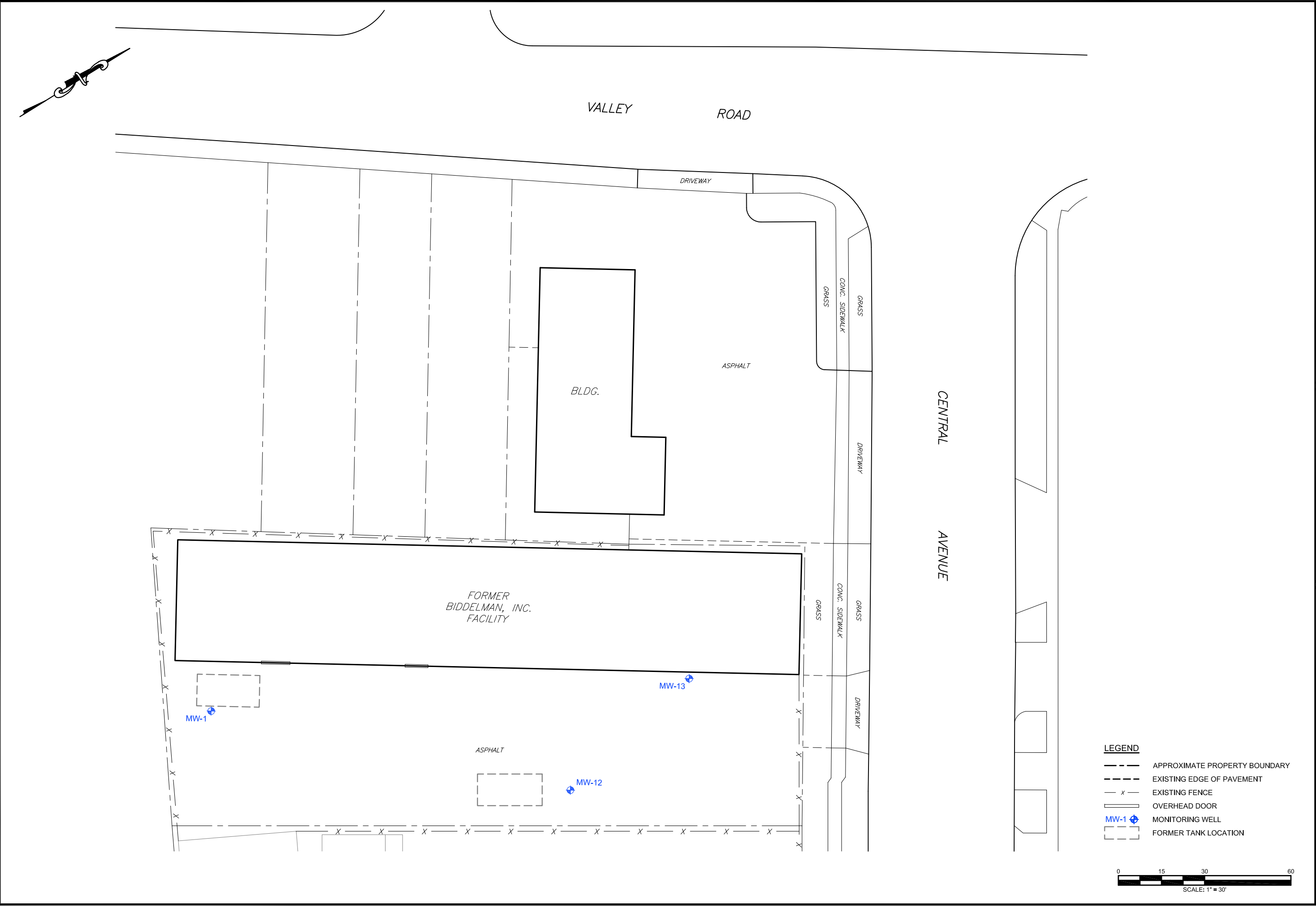
NA = Not Available

Figures

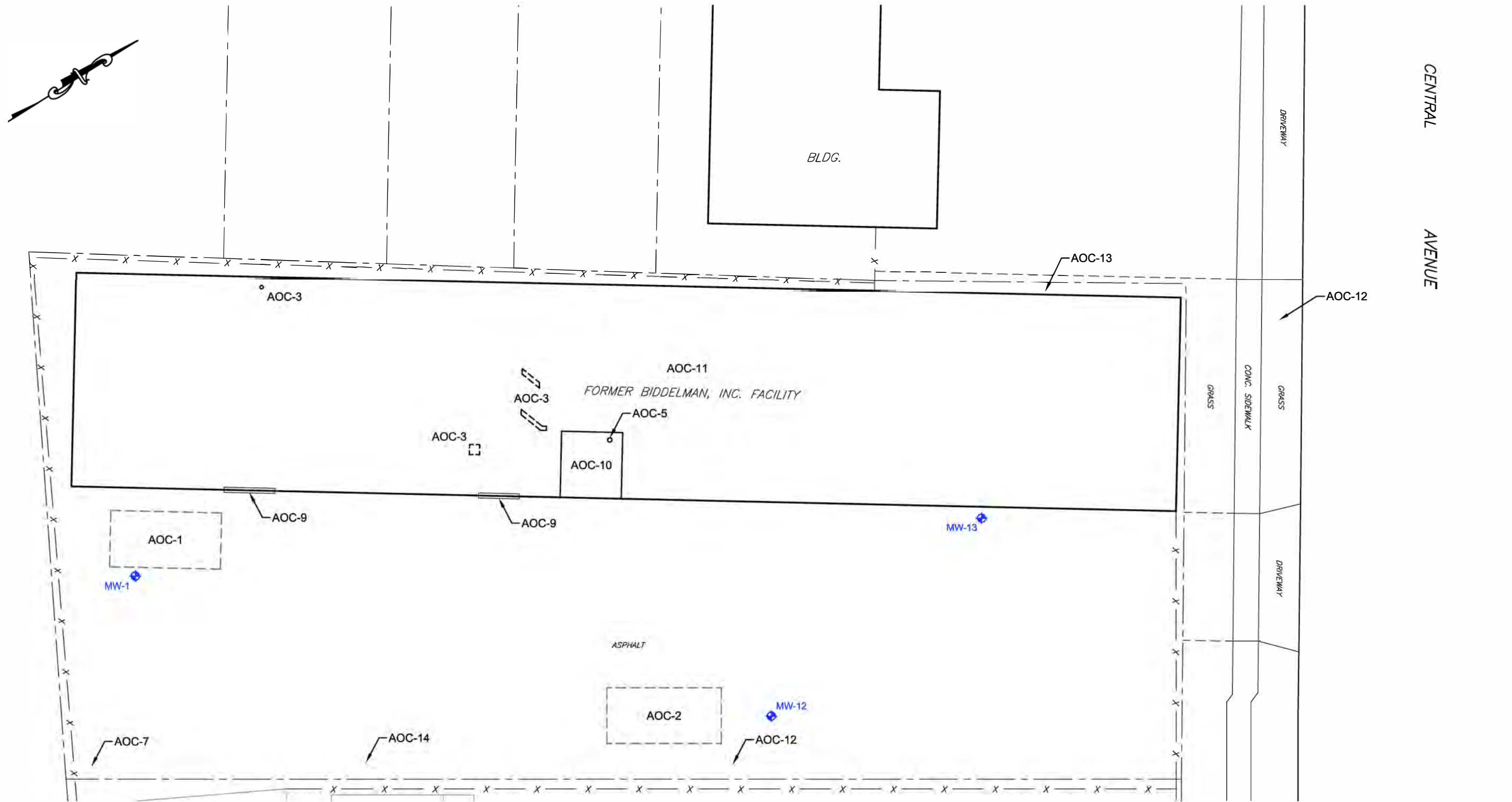


REGIONAL LOCATION MAP

MATRIXNEWWORLD Engineering Progress Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C., 26 Columbia Turnpike Florham Park, New Jersey 07932 WBE / DBE / SBE Tel: 973-240-1800 Fax: 973-240-1818 www.matrixnewworld.com		FORMER BIDDELMAN INC. 8-10 CENTRAL AVENUE BLOCK 9 LOT 32 WEST ORANGE, ESSEX COUNTY, NEW JERSEY NJDEP PI NO. G000006148		
SCALE:	DATE:	JOB NO.:	FILENAME:	FIGURE NO.:
1:16,564	OCTOBER 2019	18-286	regional.mxd	1

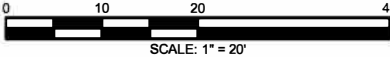
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© MATRIXNEWORLD.DWG:12018118-286 Biddelman - 8-10 Central Avenue/DWG:Plot Sheets118-286-AOC- Figure 5.dwg



Areas of Concern (AOCs)	
AOC-1	Former 4,000-gallon PCE AST
AOC-2	Former Heating Oil UST
AOC-3	Floor and Trench Drains
AOC-4	Roof Leaders (Building Wide)
AOC-5	Sump Pit
AOC-6A	NJDEP Case No. 15-06-01-1229-00 (Site Wide)
AOC-6B	NJDEP Case No. 15-11-02-1406-01 (Site Wide)
AOC-6C	NJDEP Case No. 17-04-20-1128-26 (Site Wide)
AOC-7	Former Incinerator
AOC-8	Historic Fill (Site Wide)
AOC-9	Loading or Transfer Areas
AOC-10	Boiler Room
AOC-11	Hazardous Material Storage
AOC-12	Pole-Mounted Transformers
AOC-13	In-Ground Bin
AOC-14	Drum Storage Area
AOC-15	Former Operations (Site Wide)

- LEGEND
- APPROXIMATE PROPERTY BOUNDARY
 - - - EXISTING EDGE OF PAVEMENT
 - x - EXISTING FENCE
 - OVERHEAD DOOR
 - MW-1 MONITORING WELL
 - AOC-1 AREA OF CONCERN
 - FORMER TANK LOCATION



DESIGNED BY:
AR

REVIEWED BY:
AM

RELEASED BY:
MR

NO.

DATE:

BY:

APR:

REVISIONS

MATRIXNEWORLD

Engineering Progress

Matrix New World Engineering, Land Surveying
and Landscape Architecture, P.C.
26 Columbia Turnpike
Florham Park, New Jersey 07932
WBE / DBE
NEW JERSEY CERTIFICATE OF AUTHORIZATION No. 24GA27962300

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www.matrixnewworld.com

AREAS OF CONCERN MAP

FORMER BIDDELMAN

8-10 CENTRAL AVENUE

BLOCK 9, LOT 32

TOWNSHIP OF WEST ORANGE

ESSEX COUNTY, NEW JERSEY

PROJECT NUMBER: 18-286

SCALE: AS NOTED

DATE: 11-06-2019

FIGURE 3

F:\2018\18-286 Biddleman - 8-10 Central Avenue\GIS\Figure 4 - NJDEP GIS MAP.mxd



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

DRAWN BY:		DATE:		DESIGNED BY:		DATE:		APPROVED BY:		DATE:	
AM		10/6/2019		AM		10/6/2019		MR		10/25/2019	

MATRIXNEWORLD

Engineering Progress

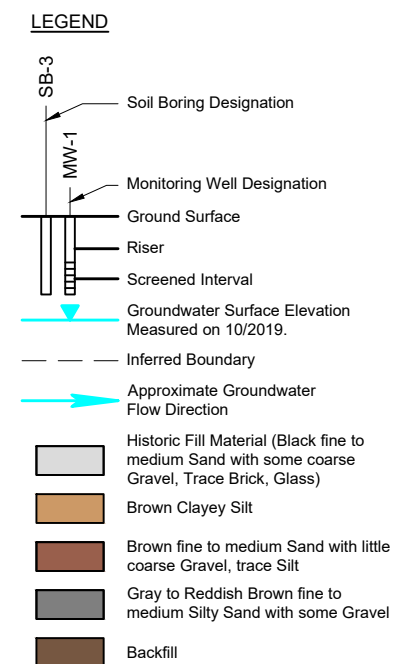
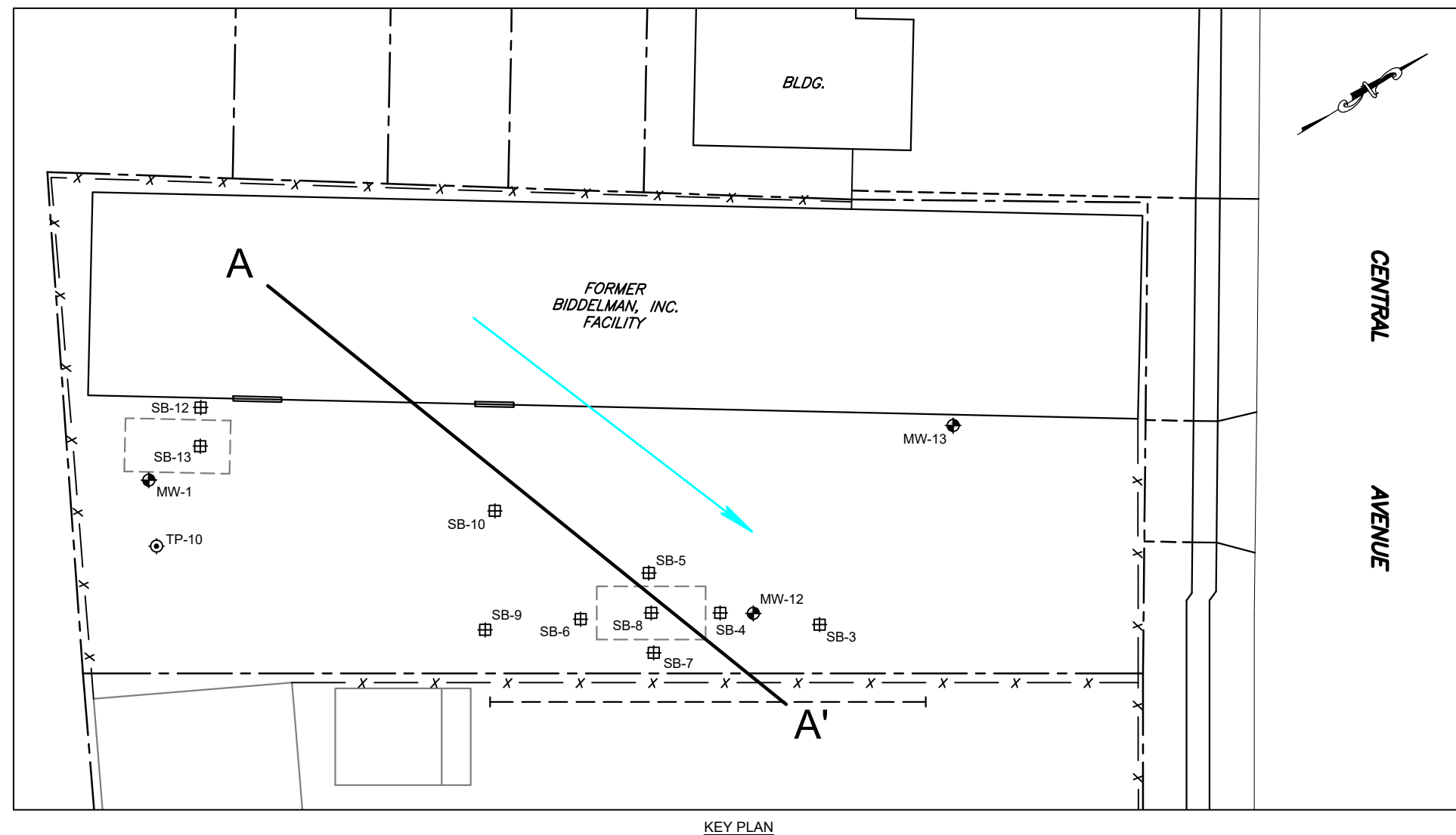
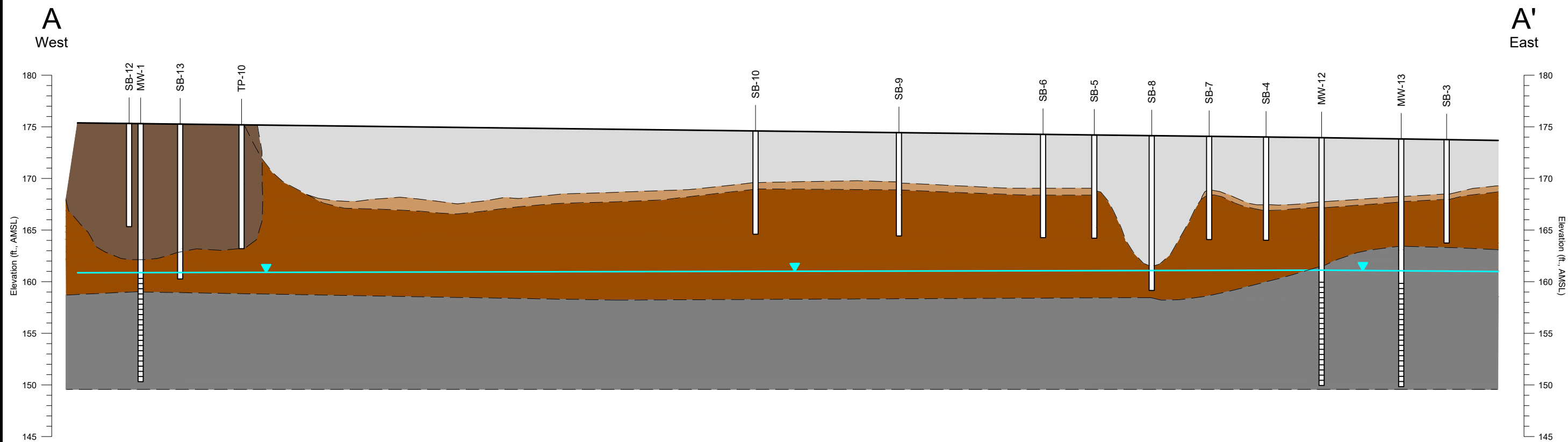
Matrix New World Engineering, Land Surveying
and Landscape Architecture, P.C.
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FORMER BIDDELMAN INC.
8-10 CENTRAL AVENUE
BLOCK 9 LOT 32
WEST ORANGE, ESSEX COUNTY, NEW JERSEY
NJDEP PI NO. G000006148

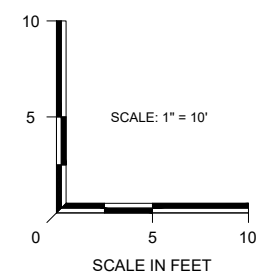
NJDEP GIS MAP

PROJECT NUMBER: 18-286	
SCALE: 1 inch = 378 feet	
FIGURE 4	



NOTES:

1. ft., AMSL = FEET, ABOVE MEAN SEA LEVEL.

[illegible]

MATRIXNEWORLD
Engineering Progress

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NEW JERSEY CERTIFICATE OF AUTHORIZATION No. 24GAZ7962300

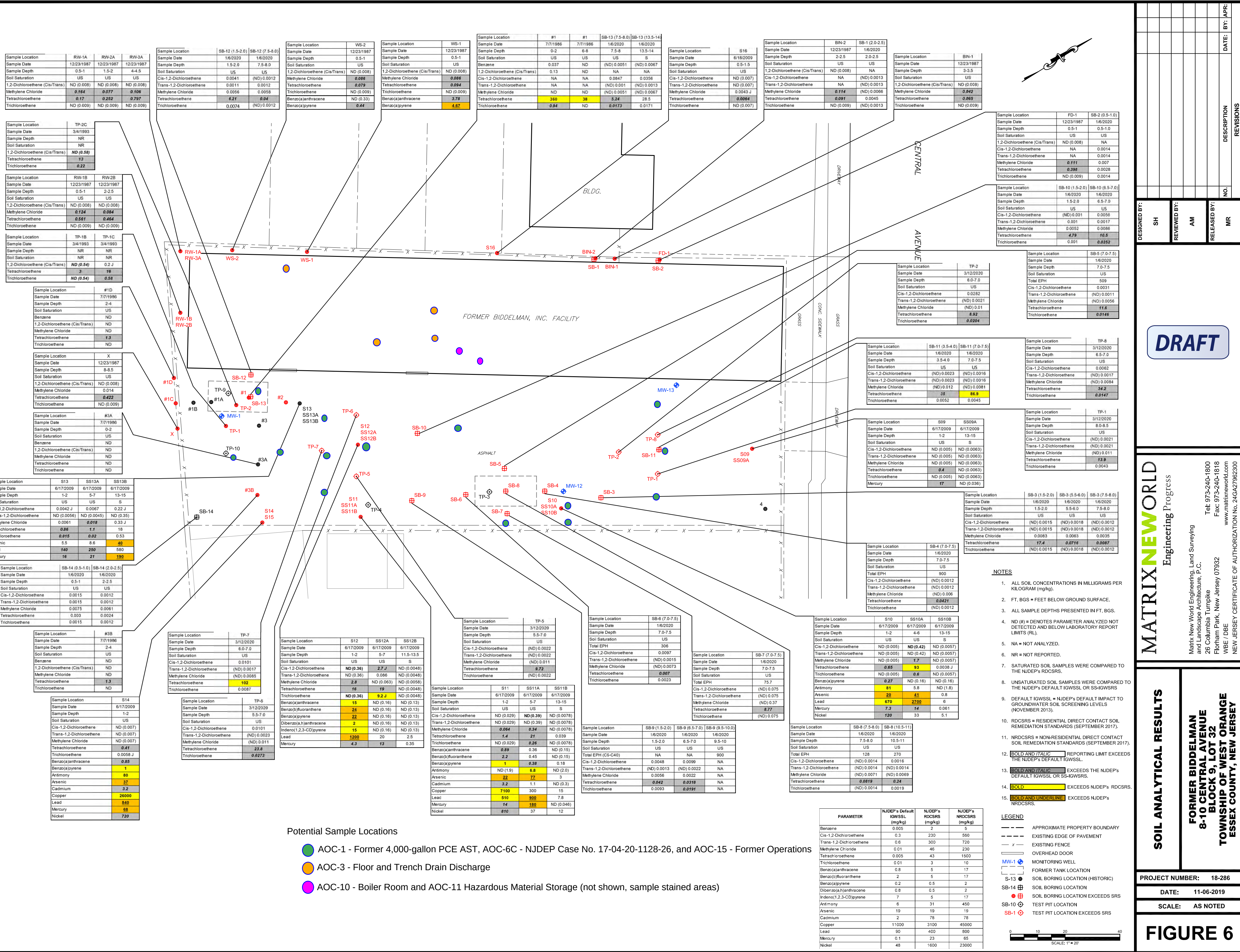
**GEOLOGIC CROSS SECTION
(A-A')**

PROJECT NUMBER: 18-286

SCALE: AS NOTED

DATE: 11-06-2019

FIGURE 5



DRAFT

MATRIXNEWORLD
Engineering Progress
Matrix New World Engineering, Land Surveying
and Landscape Architecture, P.C.
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Fax: 973-240-1818
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SOIL ANALYTICAL RESULTS
FORMER BIDDELMAN
8-10 CENTRAL AVENUE
BLOCK 9, LOT 32
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

PROJECT NUMBER: 18-286
DATE: 11-06-2019
SCALE: AS NOTED

FIGURE 6

LEGEND

---	APPROXIMATE PROPERTY BOUNDARY
- x -	EXISTING FENCE
=====	OVERHEAD DOOR
MW-4 	MONITORING WELL
MW-1 	MONITORING WELL (FORMER)
MW-1 	FREGAN MONITORING WELL
TW-3 	FREGAN TEMPORARY WELL
 	STORM DRAIN
	APPROXIMATE LOCATION OF FORMER TRENCH DRAIN
	APPROXIMATE LOCATION OF EXISTING UNDERGROUND STORAGE TANK

0 25 50 100
SCALE: 1" = 50'

FIGURE 11

F:\2018\18-286 Biddleman - 8-10 Central Avenue\GIS\Figure 5-VaporIntrusion\Figure.mxd



ATTACHMENT 2
HDSRF COST ESTIMATE

HDSRF Supplement to Part 1 Section I - Itemized Cost Estimate
Former Biddleman Property
Block 9, Lot 32
West Orange, Essex County, NJ
Matrix New World Engineering



New Jersey Department of Environmental Protection
Site Remediation Program

HDSRF APPLICATION PART 1 - COST ESTIMATE - SECTION I

Activity	Rate	Unit	Quantity	Total
Task No. 1 - REMEDIAL INVESTIGATION				
Task No. 1A - Geoprobe/Drilling/Monitoring Well Installation				
Soil Borings	\$2,500.00	per day	3	\$7,500.00
Concrete corer/sampling	\$250.00	per day	1	\$250.00
MW Installation (unconsolidated)	\$2,900.00	each	2	\$5,800.00
MW Installation (deep)	\$4,800.00	each	5	\$24,000.00
Hydropunch borings	\$2,800.00	per day	3	\$8,400.00
Mob/Demob	\$500.00	each	6	\$3,000.00
Field Equipment	\$250.00	per day	15	\$3,750.00
Drums	\$80.00	each	28	\$2,240.00
Acetate Sleeves	\$10.00	each	150	\$1,500.00
GW Sampling Equipments	\$1,500.00	per event	4	\$6,000.00
Grout	\$1.44	foot	300	\$432.00
Video Inspection/cleaning of floor and trench drains	\$6,200.00	per day	1	\$6,200.00
Surveyor	\$3,220.00	per day	1	\$3,220.00
Task No.1A -Geoprobe/Drilling				\$72,292.00
Task No. Task No. 1B - Analysis (Lab Service)				
TCL VOC+15 (Soil)	\$140.00	per sample	30	\$4,200.00
EPH Category 2 (Soil)	\$130.00	per sample	10	\$1,300.00
TCL/TAL+30 (Soil)	\$580.00	per sample	10	\$5,800.00
EPH Category 2 (Concrete)	\$130.00	per sample	6	\$780.00
TCL/TAL+30 (Concrete)	\$580.00	per sample	6	\$3,480.00
TCL VOC+15 (Groundwater) - hydropunch borings	\$100.00	per sample	24	\$2,400.00
TCL VOC+15 (Groundwater) - 3 rounds	\$100.00	per sample	66	\$6,600.00
EDDs	\$20.00	per diskette	9	\$180.00
TCL VOC+15 - GW - Trip Blank/Field Blank	\$100.00	per sample	16	\$1,600.00
Task No. 1B - Analysis (Lab Service)				\$26,340.00
Task No. Task No. 1C - IDW Disposal				
TCLP/RCRA	\$1,265.00	per sample	1	\$1,265.00
Transportation	\$633.00	Assume a Single Mob	1	\$633.00
Disposal	\$113.00	Drums	28	\$3,164.00
Task No. 1C - IDW Disposal				\$5,062.00
Task No. 1D - Vapor Intrusion				
VO+TICs, naphthalene (TO-15) - soil gas (5 Properties)	\$271.00	per sample	15	\$4,065.00
VO+TICs, naphthalene (TO-15) - IA (5 properties)	\$271.00	per sample	10	\$2,710.00
VO+TICs, naphthalene (TO-15) - AA (5 properties)	\$271.00	per sample	5	\$1,355.00
Task No. 1D - Vapor Intrusion				\$8,130.00
Task No. 1E - Consulting/Remedial Investigation Reporting Costs				
Project Management (10% RI)	10%	Percent of RI costs		\$14,100.00
QAPP Update Preparation	\$125.00	hour	8	\$1,000.00
Field Sampling Plan/workplans	\$125.00	hour	10	\$1,250.00
HASP Update Preparation	\$100.00	hour	4	\$400.00
Update RE/CID	\$100.00	hour	24	\$2,400.00
EDDs	\$100.00	hour	9	\$900.00
SRRA Forms	\$125.00	hour	8	\$1,000.00
LSRP	\$158.00	hour	32	\$5,056.00

HDSRF Supplement to Part 1 Section I - Itemized Cost Estimate
Former Biddleman Property
Block 9, Lot 32
West Orange, Essex County, NJ
Matrix New World Engineering



New Jersey Department of Environmental Protection
Site Remediation Program

HDSRF APPLICATION PART 1 - COST ESTIMATE - SECTION I

Activity	Rate	Unit	Quantity	Total
Field Activities	\$85.00	hour	144	\$12,240.00
SESOIL Data Management/evaluation	\$125.00	hour	16	\$2,000.00
Groundwater Data Evaluation	\$125.00	hour	12	\$1,500.00
CEA Preparation	\$125.00	hour	15	\$1,875.00
Report Preparation	\$100.00	hour	60	\$6,000.00
CAD	\$100.00	hour	25	\$2,500.00
Travel	\$125.00	per day	22	\$2,750.00
Task No. 1E - Consulting/Remedial Investigation Reporting Costs				\$54,971.00
Task No. 1F - Vapor Intrusion Reporting				
VI Building Survey & Indoor Air & Soil Gas Sampling (5 events)	\$100.00	hour	70	\$7,000.00
VI Evaluation & Reporting (5 events)	\$125.00	hour	60	\$7,500.00
VI Site Access Letters (5 events)	\$125.00	hour	20	\$2,500.00
VI EDDs (5 events)	\$100.00	hour	5	\$500.00
Data Validation (5 events)	\$125.00	hour	15	\$1,875.00
Task No. 1F- Vapor Intrusion Reporting				\$19,375.00
Task No. 1G - Remedial Action Workplan				
Report Preparation	\$100.00	hour	30	\$3,000.00
CADD	\$78.00	hour	20	\$1,560.00
LSRP	\$158.00	hour	12	\$1,896.00
Project Management	\$125.00	hour	12	\$1,500.00
SRRA Forms	\$125.00	hour	8	\$1,000.00
Task No. 1G - Remedial Action Workplan				\$8,956.00
RI/RAW SUBTOTAL				\$195,126.00

ATTACHMENT 3
TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES
Matrix New World Engineering, Land Surveying and Landscape Architecture, PC

Section 1: SERVICES

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

Section 2: COMPENSATION

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

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

Section 3: CLIENT'S OBLIGATIONS

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

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

Section 4: INVOICE PROCEDURE AND PAYMENT

Matrix will submit invoices to the CLIENT monthly and a final bill upon completion of the Services. Payment is due thirty (30) days from invoice date. CLIENT agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law on past due accounts. CLIENT will be liable for all court costs, disbursements, and attorney's fees incurred in the collection of any outstanding invoices.

Section 5: OWNERSHIP OF DOCUMENTS

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

Section 6: CONFIDENTIALITY

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

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

Section 7: BURIED UTILITIES

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

Section 8: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

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

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

Section 9: STANDARD OF CARE

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

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

Section 10: INDEPENDENT CONTRACTOR

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

Section 11: JOBSITE HEALTH AND SAFETY

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

Section 12: INSURANCE

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

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

Section 13: INDEMNITY

A. Matrix

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

B. CLIENT

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

Section 14: LIMIT OF LIABILITY

Notwithstanding any other provision contained in the Agreement

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

Section 15: PROJECT DELAYS

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

Section 16: ASSIGNMENT

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

Section 17: THIRD PARTY EXCLUSION

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

Section 18: SEVERABILITY

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

Section 19: TERMINATION

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

Section 20: GOVERNING LAW

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

ATTACHMENT 4
SPECIAL PROVISIONS - LSRP

Special Provisions- Site Remediation / Licensed Site Remediation Professional Services

1. Licensed Site Remediation Professionals. The performance of Services contained in this Agreement may require the engagement of a Licensed Site Remediation Professional ("LSRP") registered with the State of New Jersey under the Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq. ("SRRRA"), and the Administrative Requirements for the Remediation of Contaminated Sites, N.J.A.C. 7:26C-1.1 et seq. ("ARRCS"). All such Services may be required to comply with the requirements of the SRRRA, ARRCs, and other statutes or regulations implemented pursuant thereto of affected thereby including but not limited to: Remediation Standards, N.J.A.C. 7:26D-1.1 et seq.; Technical Requirements for Site Remediation, N.J.A.C. 7:26E-1.1 et seq.; Regulations of the New Jersey Site Remediation Professional Licensing Board, N.J.A.C. 7:26I-1.1 et seq.; Brownfield Contaminated Sites Act (Brownfield Act), N.J.S.A. 58:10B-1 et seq.; Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq. (NJ Spill Act); the Industrial Site Recovery Act (ISRA), N.J.S.A. 13:1K-6 et seq.; the Heating Oil Tank System Remediation Rules, N.J.A.C. 7:26F-1.1 et seq., , as the same may be amended, modified, revised, or altered from time to time (collectively, the "Site Remediation Program").

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

- 1.1 The Site Remediation Program impose upon LSRPs certain professional obligations owed to the public including, in some instances, a duty to disclose the existence of certain environmental contaminants to the NJDEP and/or other regulatory agencies.
- 1.2 If the LSRP's obligations under the Site Remediation Program conflict in any way the terms and conditions of this Agreement or the wishes or intentions of the Client, the Client agrees and acknowledges that: (a) the LSRP is bound by law to comply with the requirements of the Site Remediation Program; and (b) provided Matrix New World Engineering, Inc. (Matrix) and its LSRP has notified Client of the conflict failure, the Client also agrees to defend, indemnify and hold harmless Matrix and its LSRP from and against any claims, losses, damages, fines, or penalties that arise as a result of Client's failure to meet any obligations under the Site Remediation Program; except to the extent arising from the negligence or willful misconduct of Matrix and/or the LSRP.
- 1.3 The Site Remediation Program requires that specific activities, submission of documents and other actions be completed within regulatory or mandatory timeframes. If Matrix provides LSRP services for the property, the LSRP is required to advise the Client, of these deadlines, but the Client is responsible for conducting the required activities within the regulatory or mandatory timeframes.
- 1.4 Under the Site Remediation Program, the LSRP is required to provide professional opinions at various stages of the environmental assessment, permitting, remedial action or closure activities. The LSRP shall be entitled to request the performance of such additional tests or other services as are necessary, in their professional judgment, to permit them to provide such opinions. Any such requests shall be submitted to Client as a separate proposal. In the event that such additional tests or

other services are required for LSRP to be in compliance with the Site Remediation Program and Client refuses to approve such proposal, Matrix's LSRP may withdraw as LSRP for the site.

- 1.5 If appropriate in the professional judgment of the LSRP and allowable under applicable law, the Client shall permit Matrix and its LSRP to rely upon work product prepared by any prior environmental consultant in order to allow Matrix and its LSRP to meet their obligations under this Agreement and the LSRP Program.
- 1.6 The Services performed are intended to result in the issuance of a Remedial Action Outcome (RAO) (as defined under N.J.A.C. 7:26C-1.3) for an entire Site or Area of Concern (AOC) (as defined under N.J.A.C. 7:26C-1.3) by the LSRP based upon the site characterization, analytical data, reports, information and documentation available at the date of the issuance of the RAO. If Site conditions change, additional information becomes known to the LSRP, or information contained in previous reports is subsequently determined to be inaccurate, insufficient or incomplete, the LSRP may be required to withdraw the RAO and conduct additional site investigation, remedial investigation or characterization activities. Newly available data may also require notification to the NJDEP Spill Compensation and Control Act (Spill Hotline). The issuance of a RAO should not be interpreted to represent that all of the soil, groundwater, air or building materials are "clean" or would otherwise be free from all contaminants.
- 1.7 Under the Site Remediation Program, the NJDEP may review and/or audit with or without cause, all reports, data, and/or work product developed for the site, for a period of up to three (3) years after issuance of the final RAO. In certain instances, the NJDEP may directly request additional information or Services from the LSRP. If the NJDEP concludes that the RAO should be withdrawn or rescinded, additional Services may be required before a revised RAO can be issued by the LSRP. If the NJDEP conducts such a review or audit, the LSRP responses to such requests for information and additional services ("Audit Services") not included in the current Scope of Services and Matrix shall be compensated separately as "additional work" and on substantially the same basis as it is compensated for Services provided under this Agreement; provided, however, that if the need for Audit Services arise from the negligence or willful misconduct of Matrix or the LSRP, the Audit Services will not constitute "additional work."
- 1.8 From time to time, the NJDEP or other applicable regulatory agencies, may modify or revise applicable remediation standards or identify additional contaminants of concern or emerging contaminants after the date of this Agreement or issuance of any report, document or RAO. In such an instance, Matrix is not responsible for any additional services that may be required to comply with the modified or altered remediation standards, including, if necessary, withdrawal of any RAO and/or additional site investigation, remedial investigation or characterization activities.
- 1.9 In certain circumstances, the Client may be required to obtain a Remedial Action Permit (RAP) issued by the NJDEP pursuant to N.J.A.C. 7:26C-7.2 as part of its obligations under the Site Remediation Program. The Client shall be solely responsible for compliance with the conditions of any such RAP.

- 1.10 In the event that any site remediation facilities, including but not limited to monitoring wells, piezometers, temporary wells, are damaged or removed by the Client or any third party (that is not Matrix, its subcontractors or LSRP) for any reason, and additional sampling or site characterization is required by the NJDEP or otherwise pursuant to the Site Remediation Program, the costs to re-install the sampling features are the responsibility of the Client.
- 1.11 In the event that the Site Remediation Program or NJDEP requires the posting and maintaining a Remediation Funding Source and/or Financial Assurance, it is the responsibility of the Client to maintain and provide the Remediation Funding Source and/or Financial Assurance as required.

Acceptance of Proposal; (please return this page only):

I accept all terms and conditions set forth and grant Matrix New World Engineering, Inc. authorization to proceed.

Name

Date

Signature

Purchase Order No. (if required)

RESOLUTION

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY, AUTHORIZING APPLICATION FOR A HISTORIC PRESERVATION FUND CERTIFIED LOCAL GOVERNMENT GRANT-IN-AID FFY 2021, AND ACCEPTANCE OF SAME IN THE EVENT AWARDED.

WHEREAS, the Governing Body of the Township of West Orange desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$50,000.00 to help fund the fifth and final of a series of five intensive-level surveys of some 200 properties in eleven (11) neighborhoods within the Township to complete the update of its earlier surveys and to focus primarily on areas of the Township developed in the immediate post WWII period, an era receiving scant attention to date with respect to historic preservation; and

WHEREAS, the Township of West Orange, through its West Orange Historic Preservation Commission (“WOHPC”) is among those municipalities having received Certified Local Government (“CLG”) status from the National Park Service and having attained that status is eligible to compete for NJ Department of Environmental Protection New Jersey Historic Preservation Fund CLG Grants-in-Aid; and

WHEREAS, each federal fiscal year (“FFY”) the State of New Jersey sets aside ten percent of the State’s allocation of federal historic preservation funds for pass-through as sub-grants to CLG municipalities, the intent being to use federal assistance to augment the existing local commitment to historic preservation activities, the funds awarded on a competitive basis among eligible applicants; and

WHEREAS, the application deadline for submitting applications for CLG grants for FFY 2021 is Monday, February 15, 2021, this year a federal and State holiday, requiring earlier submission, and the WOHPC has been diligently working on a CLG grant submission to fund and complete the fifth of its intensive-level surveys as described above; and

WHEREAS, the CLG Grant procedures require, in addition to this governing body resolution, the municipality’s Chief Elected Official and Chief Financial Officer to both sign the grant application and that the CLG must accept the grant and administrative responsibility for it, the signatures of all to be certified, dated, and a raised seal affixed by the Municipal Clerk, attesting to the signatures, all of which must be in blue ink.

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

- (A) West Orange Mayor Robert D. Parisi shall be and hereby is authorized to make and execute an application for a NJ Department of Environmental Protection New Jersey Historic Preservation Fund CLG Grant-in-Aid from the State of New Jersey FFY 2021, in the amount of approximately \$50,000.00 to help fund the fifth and final of a series of five intensive-level surveys of some 200 properties in eleven (11) neighborhoods within the Township to complete the update of its earlier surveys done by and on behalf of the West Orange Historic Preservation Commission and to focus primarily on areas of the Township developed in the immediate post WWII period, an era receiving scant attention to date with respect to historic preservation;
- (B) If awarded, the Mayor shall be authorized to accept the grant and administrative responsibility for it, and to execute a grant agreement with the State for a grant in an amount not less than \$15,000.00 and not more than \$50,000.00; and
- (C) The Mayor shall be further authorized to execute any amendments to the grant agreement which do not increase the Grantee's obligations; and
- (D) The Chief Financial Officer of the Township of West Orange shall also be authorized to sign and shall sign the aforesaid grant application, the grant agreement and any amendments thereto requiring his signature; and
- (E) The Municipal Clerk shall be and hereby is authorized to certify, date and sign all of the aforementioned documents attesting to the signatures of the Mayor and the Chief Financial Officer, and affixing her raised seal, all signatures to be in blue ink to comply with the grant application requirements; and
- (F) The Grantee Certified Local Government, the Township of West Orange, agrees to comply with all applicable federal, State and municipal laws, rules and regulations in its performance pursuant to the grant agreement.

This resolution shall take effect immediately upon adoption at the regular meeting of the Township Council of the Township of West Orange, on February 9, 2021.

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

Cindy Matute-Brown
Council President

Adopted: February 9, 2021

RESOLUTION

WHEREAS, N.J.S.A. 40A:12-21(l) of the Local Lands and Buildings Law provides that a municipality may authorize a private sale of real property owned by the municipality to a duly incorporated urban renewal corporation for the purpose of constructing housing for low or moderate income persons or families for nominal consideration; and

WHEREAS, the Township of West Orange (the “Township”) owns the property identified as Block 6, Lot 36.01 on the official tax maps of the Township, commonly known as 20 Tompkins Street (the “Property”); and

WHEREAS, the Township is in the process of negotiating a Redevelopment Agreement for the Central Valley Redevelopment (the “Redevelopment”) following the adoption of Resolution 228-16 designating the area in need of redevelopment and Ordinance 2499-16 adopting a Redevelopment Plan for the Central Valley Redevelopment; and

WHEREAS, as part of the proposed Redevelopment Agreement, the proposed redeveloper through its affiliate Tompkins Street Apartments, LLC (the “Buyer”) is prepared to construct and develop seventeen (17) units of low and moderate income housing (the “Affordable Housing units”); and

WHEREAS, the Buyer is a nominee for designation as an urban renewal corporation by the State of New Jersey; and

WHEREAS, the Township and the Buyer have negotiated a proposed Agreement of Sale and Purchase for the sale of the Property from the Township to the Buyer (the “Agreement”) for the construction and development of the seventeen (17) Affordable Housing units, annexed hereto as Exhibit “A;” and

WHEREAS, the Agreement provides for the sale of the Property for the nominal consideration of one dollar (\$1); and

WHEREAS, the Agreement also provides for the preparation of a deed restriction for the Property to limit the ability to rent or the use the Property solely as low and moderate housing for a period of at least thirty (30) years; and

WHEREAS, the execution of the Agreement will allow the Buyer to prepare and submit an application for land use approvals pending the closing on the sale of the Property.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute the Agreement, in the form annexed hereto as Exhibit “A,” to sell the Property for the nominal consideration of one dollar (\$1); and it is further

RESOLVED that pursuant to the terms of the Agreement, a deed restriction shall be placed on the Property limiting the ability to rent or the use the Property solely as low and moderate housing for a period of at least thirty (30) years; and it is further

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

Karen J. Carnevale, RMC
Municipal Clerk

Cindy Matute-Brown
Council President

Adopted: February 9, 2021

Exhibit “A”

AGREEMENT OF SALE AND PURCHASE

This **AGREEMENT OF SALE AND PURCHASE** is made this ____ day of February, 2021, (the “Effective Date”) by and among, the Township of West Orange, a public body politic and corporate of the State of New Jersey, having an address at 66 Main Street, West Orange, New Jersey (the “Seller”), and Tompkins Street Apartments, LLC, as nominee for an Urban Renewal Entity to be formed (the “Purchaser”).

1. Agreement. For the consideration hereinafter set forth, but subject to the terms, provisions, covenants and conditions herein contained, Seller agrees to sell and to convey and Purchaser agrees to purchase real property commonly known as 20 Tompkins Street, West Orange, New Jersey, otherwise known as Block 6, Lot 36.01 on the tax map of the Township of West Orange, (the “Property”), for the purpose of constructing approximately seventeen (17) units of low and moderate income housing in accordance with N.J.S.A. 40A:12-21(l) of the New Jersey Local Lands and Buildings Law.

2. Purchase Price. The purchase price to be paid by Purchaser to Seller for the property is (\$1.00) Dollars (the “Purchase Price”) and shall be paid at closing.

3. As Is Purchase. The Property shall be conveyed to the Purchaser in an “as is, where is” condition, based on the condition of the Property on the date of closing, without any representation or warranty by Seller as to any matters concerning the condition of the Property.

4. Condition Regarding Use of Property. Performance by Seller under this Agreement, including but not limited to conveyance of title to the Property, is conditioned upon the representation by Purchaser that Purchaser will utilize the Property solely for the construction and operation of low and/or moderate income housing. This condition shall be effectuated by the preparation of a deed restriction that restricts the rent or use of the units as low and moderate income residential housing for a term which shall be for at least thirty (30) years from the issuance of the certificate of occupancy for each residential unit.

5. Title. Title to be conveyed to the Property at closing shall be good and marketable title, free and clear of all liens, claims, restrictions and encumbrances whatsoever, including tenancies of any kind, but subject to (a) zoning and subdivision laws and regulations; (b) real estate taxes that are a lien, but are not yet due and payable; and (c) easements, restrictions and encroachments that are of record and do not prohibit or negatively impact the Development Approvals in Purchaser’s reasonable opinion.

Within ninety days (90) days of the Effective Date of this Agreement, the Purchaser shall deliver to the Seller’s attorney, a statement of any defects, encumbrances, encroachments or objections to title which are not specified in this agreement and which, in the reasonable opinion of the Purchaser, render the title unmarketable. If Purchaser notified

Seller that the premises are affected by an encumbrance, outstanding interest or questions of title not consented to herein by Purchaser, which renders Seller unable to deliver title pursuant to this agreement, the Seller shall remove or satisfy the same within thirty (30) days of notice. In the event that the Seller fails to correct any such objection within this time period, the Purchaser may upon written notice to Seller cancel this Contract, or in the alternative, Purchaser may elect to accept such title as Seller is able to convey.

- (a) Conditions Precedent to Closing. This Contract and the Purchaser's obligation to purchase the Property are subject to and conditioned upon (a) confirmation of the accuracy and truthfulness of the representations made by Seller as provided for in Paragraph 8 of this Agreement; (b) formation of an Urban Renewal Entity that shall succeed to the rights and obligations of Purchaser under this Agreement and shall be the Grantee to whom title is conveyed from the Seller at Closing; and (c) the preparation and execution of a deed restriction that restricts the rent or use of the units as low and moderate income residential housing for a term which shall be for at least thirty (30) years from the issuance of the certificate of occupancy for each residential unit to be recorded with the Closing Deliverables listed in paragraph 7.

6. Closing Date and Location. The closing of this transaction contemplated herein shall take place on the first business day sixty (60) days after final, unappealable approvals under the Municipal Land Use Law. The Closing shall be held at the offices of the Seller's attorney or at another location selected by the Parties.

7. Closing Deliverables. At the Closing, the Seller shall deliver the following to the Purchaser:

- (a) A Bargain and Sale Deed with Covenants Against Grantor's Acts in proper statutory short form for record, duly executed and acknowledged, so as to convey to Purchaser fee simple title to the Property, free of all encumbrances, except as otherwise stated herein.
- (b) The Seller shall also deliver to Purchaser at the time of closing a resolution of the municipal governing body authorizing the sale and delivery of the deed.
- (c) Such other documentation as may be reasonably requested by the Purchaser's title company, so as to effectuate the transfer of title and the clearance of any title objections that said company may have.

At the Closing, the Purchaser shall deliver the following to the Seller: (a) documentation confirming the formation and approval of an Urban Renewal Entity pursuant to applicable law; (b) documentation confirming that the new Urban Renewal Entity is authorized to succeed to the rights and obligations of Purchaser under this Agreement; and (c) a deed restriction that restricts the rent or use of the units as low and moderate income residential housing for a term which

shall be for at least thirty (30) years from the issuance of the certificate of occupancy for each residential unit.

8. Seller's Representations and Warranties: The Seller hereby represent and warrants as follows to the best of its knowledge:

- (a) The Seller is the sole owner of the Property and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this Contract. No person or entity has any right of first refusal, right of first offer, contract or other option to acquire the Property or any part thereof or interest therein.
- (b) The Seller is a municipal corporation of the State of New Jersey and has all the requisite power and authority, in accordance with law, to enter into this Agreement and to carry out the transactions contemplated hereby. All proceedings required to be taken by or on behalf of Seller to authorize Seller to make, deliver and carry out this Agreement have been and will be duly and properly taken. The individual signing this Agreement on behalf of the Seller has been authorized to do so and the Purchaser can reasonably rely upon his action to bind the Seller.
- (c) The execution, delivery and performance of the transaction contemplated pursuant to this Agreement will not violate the provision of any law, statute, rule or regulation to which the Seller or the Property is subject, or violate any judgment, writ, order, injunction or decree of any court applicable to Seller or the Property.
- (d) The Seller is not a "foreign person," as that term is defined for the purposes of the Foreign Investment in Real Property Tax Act;
- (e) There are no leases, tenancies, licenses or other occupancy agreements to which the Seller is a party by which the Purchaser may be bound for any portion of the Property following the closing. Unless otherwise agreed to in writing by the Purchaser, the property will be delivered vacant and free and clear of all tenancies at the time of closing.

9. Adjustments. All adjustments of real estate taxes, assessments and water/sewer charges, if any, shall be apportioned as of midnight of the day before the day of Closing. Any errors or omissions in computing adjustments shall be corrected within a reasonable time period following the Closing of title. This shall survive the Closing.

10. Defaults and Remedies. The Default of either party of the obligations as detailed in this Contract shall be governed as follows:

- (a) If the Purchaser defaults hereunder, the Seller's sole and exclusive remedy shall be to terminate this Agreement.

(b) If the Seller defaults hereunder, the Purchaser shall have such remedies as Purchaser shall be entitled to at law or in equity, including, but not limited to, specific performance.

11. Assignment. This Contract may only be assigned to an approved Urban Renewal Entity in order to maintain compliance with the requirements of N.J.S.A. 40A:12-21(l) of the New Jersey Local Lands and Buildings Law .

12. Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed wholly within the State of New Jersey. Jurisdiction for all disputes arising out of this Agreement shall be in the state courts of New Jersey.

13. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, statements, understandings, and agreements, oral and written, between the parties, if any, with respect thereto.

14. Waiver; Amendments. This Contract and any provision thereof may not be waived, changed or cancelled except in writing. The parties hereby authorize their respective attorneys to agree in writing to any changes in dates and time periods provided for in this Contract.

15. Further Assurances. Each party shall, at any time, executed, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this Contract.

16. Successors and Assigns. The covenants, conditions and agreements in this Agreement shall bind and inure to the benefit of Seller and Buyer and their respective permitted successors and assigns. This Agreement is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

17. Termination Rights Related to Litigation. If third party litigation is commenced challenging the validity of this Agreement or the sale of the Property, then either party may terminate this Agreement by written notice to the other. Upon such termination, this Agreement shall be void and of no further force and effect and neither Party hereto shall have any rights, liabilities and/or obligations hereunder

18. Notices. All notices, demands or requests required or deemed to be given hereunder shall be given in writing and sent by registered or certified mail, return receipt requested, or overnight delivery service such as Federal Express, addressed to the attorneys for the parties as hereinafter provided:

To Seller:

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

With a conforming copy sent in like manner to:

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

To Buyer: The Alpert Group, LLC
One Parker Plaza
Fort Lee, New Jersey 07024

With a conforming copy sent in like manner to:

William C. Sullivan, Jr., Esq.
Scarinci Hollenbeck
1100 Valley Brook Avenue
Lyndhurst, New Jersey 07071

A copy of any notice to the Seller and/or Buyer shall also be mailed to the parties hereto at their addresses set forth at the head of this Agreement or other addresses as they may designate by written notice. All notices given hereunder shall be deemed effective on the business day following delivery to the overnight delivery service if sent by overnight delivery or three (3) business days after mailed, if sent by certified mail, as the case may be. Notices required or permitted to be given hereunder may be given by a party's attorneys.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

Seller: Township of West Orange

By: _____

Purchaser: Tompkins Street Apartments,
LLC, as Nominee for an Urban Renewal
Entity to be Formed


By: Joseph Alpert

RESOLUTION

WHEREAS, the Township of West Orange Housing Rehabilitation Program has a mortgage against certain real property owned by Christopher Baker (the “Owner”) residing at 17 Phyllis Road, Block 154.05, Lot 11 (the “Property”), in the amount of Fourteen Thousand Nine Hundred Ninety-Five Dollars (\$14,995.00), which was dated May 5, 2007 and recorded in the Essex County Register’s Office on August 1, 2008 in Book 12150, Page 7342 (the “WOHRP Mortgage”); and

WHEREAS, there is a first mortgage on the Property held by Nationstar/Mr. Cooper in the outstanding amount of One Hundred Sixty Thousand, Nine Hundred Nine Dollars and Eighty-Two Cents (\$160,909.82) (the “First Mortgage”) at an interest rate of 6.644%; and

WHEREAS, the Owners desire to refinance their home to obtain a new mortgage loan from Quicken Loans, Inc. (“Quicken”) in the amount of One Hundred Seventy Thousand, Three Hundred Dollars (\$170,300.00), and with an interest rate of 3.625% (the “New Mortgage”); and

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

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

WHEREAS, the appraised value of the property is \$391,000; 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 Quicken with respect to the Property and the Owners; 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: February 9, 2021

Exhibit “A”

SUBORDINATION AGREEMENT

Loan No: 3466931502

This Agreement is made this _____, 20____ by **Township of West Orange**, whose address is _____ (the "Lienholder").

WHEREAS the Lienholder is the holder of a mortgage/deed of trust/lien in the principal amount of \$14,995.00 executed by **Christopher J. and Leisa Baker** (the "Borrower"), dated May 5, 2007 and recorded on August 1, 2008, in Book 12150 Page 7342, in instrument 8071603, in the records of Essex County ("Lienholder's Lien"), covering the property commonly known as 17 Phyllis Rd, West Orange, NJ 07052-3525 (the "Property") and legally described as:

Situated in the County of Essex, State of NJ

(See attached Legal Description)

Block: 154.05 Lot: 11

WHEREAS Quicken Loans, LLC intends to make a loan to the Borrower in a principal amount not to exceed \$170,300.00 and dated on or about _____, 20____ to be secured by a mortgage/deed of trust granted to Mortgage Electronic Registration Systems Inc., as nominee for Quicken Loans, LLC, its successors and or assigns, covering the Property ("Quicken Loans' Lien"), and

WHEREAS Quicken Loans, LLC will only make the loan to the Borrower provided that Lienholder's Lien is subordinate to Quicken Loans' Lien, and

WHEREAS Lienholder intends that Quicken Loans' Lien be prior and superior to Lienholder's Lien.

NOW, THEREFORE, it is agreed that in consideration of one dollar and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Lienholder agrees to subordinate and make Lienholder's Lien subordinate and junior in all respects to Quicken Loans' Lien.

Witnesses:

Signature _____
Printed Name _____
Signature _____
Printed Name _____
STATE OF _____)
COUNTY OF _____) ss

Lienholder Signature:

Lienholder: Township of West Orange
Printed Name _____
Title _____

On _____, 20____ before me, _____ (Notary Name), personally appeared _____ (Lienholder Representative), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____(Notary Signature)
Notary Public, County of _____, Acting in _____ County.
State of _____
My commission expires _____.

This instrument drafted by and after recording return to:
Theresa Foremski
Quicken Loans, LLC
Subordination Dept.
615 W. Lafayette
Detroit, MI 48226

EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): Block: 154.05 Lot: 11

Land situated in the Township of West Orange in the County of Essex in the State of NJ

BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF PHYLLIS ROAD DISTANT 394.22 FEET SOUTHWESTERLY FROM WHERE THE NORTHWESTERLY LINE OF PHYLLIS ROAD MAKES A POINT OF INTERSECTION WITH THE PROPOSED SOUTHWESTERLY LINE OF EAGLE ROCK AVENUE AS SHOWN ON A MAP OF LAKE VINCENT PARK, SECTION NO. 5, WEST ORANGE, NEW JERKY DATED OCTOBER 10, 1928, THENCE (1) ALONG THE AFORESAID NORTHWESTERLY LINE OF PHYLLIS ROAD ON A CURVE CURVING TO THE LEFT WITH A RADIUS OF 300 FEET FOR AN ARC DISTANCE OF 50.24 FEET, THENCE (2) NORTH 34 DEGREES 42 MINUTES WEST 172.62 FEET, THENCE (3) NORTH 51 DEGREES 03 MINUTES 38 SECONDS EAST 50.137 FEET, THENCE (4) SOUTH 54 DEGREES 42 MINUTES EAST 172.13 FEET TO THE AFORESAID NORTHWESTERLY LINE OF PHYLLIS ROAD AND THE POINT AND PLACE OF BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY: ALSO KNOWN AS LOT 11 IN BLOCK 154.05 ON THE TOWNSHIP OF WEST ORANGE TAX MAP.

NOTE: The Company is prohibited from insuring the area or quantity of the land. The Company does not represent that any acreage or footage calculations are correct. References to quantity are for identification purposes only.

Commonly known as: 17 Phyllis Rd, West Orange, NJ 07052-3525

THE PROPERTY ADDRESS AND TAX PARCEL IDENTIFICATION NUMBER LISTED ARE PROVIDED SOLELY FOR INFORMATIONAL PURPOSES.

RESOLUTION

WHEREAS, Valley Road Residential Urban Renewal LLC owns the property located at 22 Central Avenue in the Township of West Orange (the “Property”); and

WHEREAS, as part of the development of the Property, the Township agreed to provide \$3 million which increased the affordable units from fifteen (15) to fifty-five (55) of the one hundred (100) total units in the Property; and

WHEREAS, the Property’s owner seeks to obtain permanent financing; and

WHEREAS, as part of the permanent financing, Walker & Dunlop, LLC seeks a Subordination Agreement to be executed by the Township of West Orange; and

WHEREAS, the Subordination Agreement is consistent with the terms of the Township’s financing which will not be paid until December 31, 2064 so long as the Property remains affordable as set forth in the Subordination Agreement;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute the Subordination Agreement with Walker & Dunlop, LLC, senior lender, on the terms and conditions set forth in **Exhibit “A”** which is annexed hereto; and

BE IT FURTHER RESOLVED that the Municipal Clerk may attest to the Mayor’s signature; and

BE IT FURTHER RESOLVED that a copy of this Resolution and Subordination Agreement shall be available for reasonable inspection in the Clerk’s office or through the Open Public Records Act.

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

Cindy Matute-Brown
Council President

Adopted: February 9, 2021

Prepared by, and after recording
return to:

David J. McPherson, Esquire
Troutman Pepper Hamilton Sanders LLP
P.O. Box 1122
Richmond, VA 23218

SUBORDINATION AGREEMENT

GOVERNMENTAL ENTITY

(Revised 6-15-2020)

SUBORDINATION AGREEMENT

GOVERNMENTAL ENTITY

(Revised 6-15-2020)

THIS SUBORDINATION AGREEMENT ("**Agreement**") is entered into this ____ day of January, 2021, by and between (i) **WALKER & DUNLOP, LLC**, a limited liability company organized and existing under the laws of the State of Delaware ("**Senior Lender**") and (ii) **TOWNSHIP OF WEST ORANGE** ("**Subordinate Lender**").

RECITALS

- A. Valley Road Residential Urban Renewal LLC, a limited liability company organized and existing under the laws of the State of New Jersey ("**Borrower**") is the owner of certain land located in Essex County, New Jersey, described in Exhibit A ("**Land**"). The Land is improved with a multifamily rental housing project ("**Improvements**").
- B. Senior Lender has made or is making a loan to Borrower in the original principal amount of \$11,000,000.00 ("**Senior Loan**") upon the terms and conditions of a Multifamily Loan and Security Agreement dated as of January ____, 2021 between Senior Lender and Borrower ("**Senior Loan Agreement**") in connection with the Mortgaged Property. The Senior Loan is secured by a Multifamily Mortgage, Assignment of Rents and Security Agreement dated as of the date of the Senior Loan Agreement ("**Senior Mortgage**") encumbering the Land, the Improvements and related personal and other property described and defined in the Senior Mortgage as the "**Mortgaged Property**."
- C. Pursuant to a Recapture Mortgage Note dated August 23, 2018 between Subordinate Lender and Borrower ("**Subordinate Note**"), Subordinate Lender has made or is making a loan to Borrower in the original principal amount of \$3,000,000.00 ("**Subordinate Loan**"). The Subordinate Loan is or will be secured by a Repayment Mortgage dated August 23, 2018 ("**Subordinate Mortgage**") encumbering all or a portion of the Mortgaged Property.
- D. The Senior Mortgage will be recorded in Register's Office of Essex County, New Jersey ("**Recording Office**"). The Subordinate Mortgage is recorded in the Recording Office as Instrument No. 2018079681.
- E. The execution and delivery of this Agreement is a condition of Senior Lender's making of the Senior Loan.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Definitions.** The following terms, when used in this Agreement (including, as appropriate, when used in the above recitals), will have the following meanings:

The terms “**Condemnation**,” “**Imposition Deposits**,” “**Impositions**,” “**Leases**,” “**Rents**” and “**Restoration**,” as well as any term used in this Agreement and not otherwise defined in this Agreement, will have the meanings given to those terms in the Senior Loan Agreement.

“**Bankruptcy Proceeding**” means any bankruptcy, reorganization, insolvency, composition, restructuring, dissolution, liquidation, receivership, assignment for the benefit of creditors, or custodianship action or proceeding under any federal or state law with respect to Borrower, any guarantor of any of the Senior Indebtedness, any of their respective properties, or any of their respective partners, members, officers, directors, or shareholders.

“**Borrower**” means all persons or entities identified as “Borrower” in the first Recital of this Agreement, together with their successors and assigns, and any other person or entity who acquires title to the Mortgaged Property after the date of this Agreement; provided that the term “Borrower” will not include Senior Lender if Senior Lender acquires title to the Mortgaged Property.

“**Casualty**” means the occurrence of damage to or loss of all or any portion of the Mortgaged Property by fire or other casualty.

“**Enforcement Action**” means any of the following actions taken by or at the direction of Subordinate Lender: the acceleration of all or any part of the Subordinate Indebtedness, the advertising of or commencement of any foreclosure or trustee’s sale proceedings, the exercise of any power of sale, the acceptance of a deed or assignment in lieu of foreclosure or sale, the collecting of Rents, the obtaining of or seeking of the appointment of a receiver, the seeking of default interest, the taking of possession or control of any of the Mortgaged Property, the commencement of any suit or other legal, administrative, or arbitration proceeding based upon the Subordinate Note or any other of the Subordinate Loan Documents, the exercising of any banker’s lien or rights of set-off or recoupment, or the exercise of any other remedial action against Borrower, any other party liable for any of the Subordinate Indebtedness or obligated under any of the Subordinate Loan Documents, or the Mortgaged Property.

“**Enforcement Action Notice**” means a Notice given from Subordinate Lender to Senior Lender following one or more Subordinate Mortgage Default(s) and the expiration of any applicable notice or cure periods, setting forth in reasonable detail the Subordinate Mortgage Default(s) and the Enforcement Actions proposed to be taken by Subordinate Lender.

“**Lien**” means any lien, encumbrance, estate or other interest, recorded against or secured by the Mortgaged Property.

“**Loss Proceeds**” means all monies received or to be received under any insurance policy, from any condemning authority, or from any other source, as a result of any Condemnation or Casualty.

“**Notice**” means all notices, requests, demands, consents, approvals or other communication pursuant to this Agreement provided in accordance with the provisions of Section 10.

“Regulatory Agreement” means the Deed-Restricted Affordable Housing Property with Restrictions on Resale and Refinancing between Borrower and Subordinate Lender dated August 23, 2018 and recorded as Instrument No. 2018079674 in the Recording Office of Essex County, State of New Jersey.

“Senior Indebtedness” means the “Indebtedness” as defined in the Senior Loan Agreement.

“Senior Lender” means the “Lender” as defined in the Senior Mortgage. When any other person or entity becomes the legal holder of the Senior Note, such other person or entity will automatically become Senior Lender.

“Senior Loan Documents” means the “Loan Documents” as defined in the Senior Loan Agreement, as such documents may be amended.

“Senior Mortgage Default” means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of Notice or the passage of time, or both, would constitute, an “Event of Default” as defined in the Senior Loan Agreement.

“Senior Note” means the promissory note or other evidence of the Senior Indebtedness and any replacement of the Senior Note.

“Subordinate Indebtedness” means all sums evidenced or secured or guaranteed by, or otherwise due and payable to Subordinate Lender pursuant to, the Subordinate Loan Documents.

“Subordinate Lender” means the person or entity named as such in the first paragraph of this Agreement and any other person or entity who becomes the legal holder of the Subordinate Note after the date of this Agreement.

“Subordinate Loan Documents” means the Subordinate Mortgage, the Subordinate Note, the Regulatory Agreement and all other documents at any time evidencing, securing, guaranteeing, or otherwise delivered in connection with the Subordinate Indebtedness, as such documents may be amended.

“Subordinate Mortgage Default” means any act, failure to act, event, condition, or occurrence which allows (but for any contrary provision of this Agreement), Subordinate Lender to take an Enforcement Action.

“Subordinate Note” means the promissory note or other evidence of the Subordinate Indebtedness and any replacement of the Subordinate Note.

“Surplus Cash” means, with respect to any period, any revenues of Borrower remaining after paying, or setting aside funds for paying, all the following:

- (a) All sums due or currently required to be paid under the Senior Loan Documents, including any reserves and Imposition Deposits.
- (b) All reasonable operating expenses of the Mortgaged Property, including real estate taxes, insurance premiums, utilities, building maintenance, painting and repairs, management fees, payroll, administrative expenses, legal expenses and audit expenses (excluding any developer fees payable with respect to the Mortgaged Property).

2. Subordinate Lender's Representations and Warranties.

- (a) Subordinate Lender represents and warrants that each of the following is true as of the date of this Agreement:
 - (i) Subordinate Lender is now the owner and holder of the Subordinate Loan Documents.
 - (ii) No Subordinate Mortgage Default has occurred and is continuing.
 - (iii) The current unpaid principal balance of the Subordinate Indebtedness is \$3,000,000.00.
 - (iv) No scheduled payments under the Subordinate Note have been prepaid.
- (b) Without the prior written consent of Senior Lender, Subordinate Lender will not do any of the following:
 - (i) Pledge, assign, transfer, convey, or sell any interest in the Subordinate Indebtedness or any of the Subordinate Loan Documents.
 - (ii) Take any action which has the effect of increasing the Subordinate Indebtedness, except to cure a Senior Mortgage Default as contemplated under Section 5(a) of this Agreement.
 - (iii) Accept any prepayment of the Subordinate Indebtedness.

3. Terms of Subordination.

- (a) Agreement to Subordinate. The Subordinate Indebtedness is and will at all times continue to be subject and subordinate in right of payment to the prior payment in full of the Senior Indebtedness. Each of the Subordinate Loan Documents is, and will at all times remain, subject and subordinate in all respects to the liens, terms, covenants, conditions, operations, and effects of each of the Senior Loan Documents.
- (b) Subordination of Subrogation Rights. If Subordinate Lender, by indemnification, subrogation or otherwise, acquires any Lien on any of the Mortgaged Property, then that Lien will be fully subject and subordinate to the receipt by Senior Lender of payment in full of the Senior Indebtedness, and to the Senior Loan Documents, to the same extent as the Subordinate Indebtedness and the Subordinate Loan Documents are subordinate pursuant to this Agreement.
- (c) Payments Before Senior Loan Default; Soft Subordinate Debt. Until the occurrence of a Senior Mortgage Default, Subordinate Lender will be entitled to retain for its own account all payments of the principal of and interest on the Subordinate Indebtedness pursuant to the Subordinate Loan Documents; provided that Subordinate Lender expressly agrees that it will not accept any such payment that is made more than 10 days in advance of its due date and provided further that Subordinate Lender will not accept any payment in an amount that exceeds 75% of then available Surplus Cash.

- (d) Payments After Senior Loan Default or Bankruptcy.
- (i) Immediately upon Subordinate Lender's receipt of Notice or actual knowledge of a Senior Mortgage Default, Subordinate Lender will not accept any payments of the Subordinate Indebtedness, and the provisions of Section 3(d) of this Agreement will apply.
 - (ii) If Subordinate Lender receives any of the following, whether voluntarily or by action of law, after a Senior Mortgage Default of which Subordinate Lender has actual knowledge (or is deemed to have actual knowledge as provided in Section 4(c)) or has been given Notice, such will be received and held in trust for Senior Lender:
 - (A) Any payment, property, or asset of any kind or in any form in connection with the Subordinate Indebtedness.
 - (B) Any proceeds from any Enforcement Action.
 - (C) Any payment, property, or asset in or in connection with any Bankruptcy Proceeding.
 - (iii) Subordinate Lender will promptly remit, in kind and properly endorsed as necessary, all such payments, properties, and assets described in Section 3(d)(ii) to Senior Lender. Senior Lender will apply any payment, asset, or property so received from Subordinate Lender to the Senior Indebtedness in such order, amount (with respect to any asset or property other than immediately available funds), and manner as Senior Lender determines in its sole and absolute discretion.
- (e) Bankruptcy. Without the prior written consent of Senior Lender, Subordinate Lender will not commence, or join with any other creditor in commencing, any Bankruptcy Proceeding. In the event of a Bankruptcy Proceeding, Subordinate Lender will not vote affirmatively in favor of any plan of reorganization or liquidation unless Senior Lender has also voted affirmatively in favor of such plan.

4. Default Under Subordinate Loan Documents.

- (a) Notice of Subordinate Loan Default and Cure Rights.
- (i) Subordinate Lender will deliver to Senior Lender a copy of each Notice delivered by Subordinate Lender pursuant to the Subordinate Loan Documents within 5 Business Days of sending such Notice to Borrower. Neither giving nor failing to give a Notice to Senior Lender pursuant to this Section 4(a) will affect the validity of any Notice given by Subordinate Lender to Borrower.
 - (ii) For a period of 90 days following delivery to Senior Lender of an Enforcement Action Notice, Senior Lender will have the right, but not the obligation, to cure any Subordinate Mortgage Default. However, if such Subordinate Mortgage Default is a non-monetary default and is not capable of being cured within such 90-day period and Senior Lender has commenced and is diligently pursuing such cure to completion, Senior Lender will have such additional period of time as may be required to cure

such Subordinate Mortgage Default or until such time, if ever, as Senior Lender takes either of the following actions:

- (A) Discontinues its pursuit of any cure.
 - (B) Delivers to Subordinate Lender Senior Lender's written consent to the Enforcement Action described in the Enforcement Action Notice.
- (iii) Senior Lender will not be subrogated to the rights of Subordinate Lender under the Subordinate Loan Documents as a result of Senior Lender having cured any Subordinate Mortgage Default.
 - (iv) Subordinate Lender acknowledges that all amounts advanced or expended by Senior Lender in accordance with the Senior Loan Documents or to cure a Subordinate Mortgage Default will be added to and become a part of the Senior Indebtedness and will be secured by the lien of the Senior Mortgage.
- (b) Subordinate Lender's Exercise of Remedies After Notice to Senior Lender.
- (i) In the event of a Subordinate Mortgage Default, Subordinate Lender will not commence any Enforcement Action until 90 days after Subordinate Lender has delivered to Senior Lender an Enforcement Action Notice. During such 90-day period or such longer period as provided in Section 4(a), Subordinate Lender will be entitled to seek specific performance to enforce covenants and agreements of Borrower relating to income, rent, or affordability restrictions contained in the Regulatory Agreement, subject to Senior Lender's right to cure a Subordinate Mortgage Default set forth in Section 4(a).
 - (ii) Subordinate Lender may not commence any other Enforcement Action, including any foreclosure action under the Subordinate Loan Documents, until the earlier of:
 - (A) The expiration of such 90-day period or such longer period as provided in Section 4(a).
 - (B) The delivery by Senior Lender to Subordinate Lender of Senior Lender's written consent to such Enforcement Action by Subordinate Lender.
 - (iii) Subordinate Lender acknowledges that Senior Lender may grant or refuse consent to Subordinate Lender's Enforcement Action in Senior Lender's sole and absolute discretion. At the expiration of such 90-day period or such longer period as provided in Section 4(a) and, subject to Senior Lender's right to cure set forth in Section 4(a), Subordinate Lender may commence any Enforcement Action.
 - (iv) Senior Lender may pursue all rights and remedies available to it under the Senior Loan Documents, at law, or in equity, regardless of any Enforcement Action Notice or Enforcement Action by Subordinate Lender. No action or failure to act on the part of Senior Lender in the event of a Subordinate Mortgage Default or commencement of an

Enforcement Action will constitute a waiver on the part of Senior Lender of any provision of the Senior Loan Documents or this Agreement.

- (c) Cross Default. Subordinate Lender acknowledges that a Subordinate Mortgage Default constitutes a Senior Mortgage Default. Accordingly, upon the occurrence of a Subordinate Mortgage Default, Subordinate Lender will be deemed to have actual knowledge of a Senior Mortgage Default. If Subordinate Lender notifies Senior Lender in writing that any Subordinate Loan Default of which Senior Lender has received Notice has been cured or waived, as determined by Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Mortgaged Property pursuant to its rights under the Senior Loan Documents, any Senior Loan Default under the Senior Loan Documents arising solely from such Subordinate Loan Default will be deemed cured, and the Senior Loan will be reinstated.

5. Default Under Senior Loan Documents.

(a) Notice of Senior Loan Default and Cure Rights.

- (i) Senior Lender will deliver to Subordinate Lender a copy of any Notice sent by Senior Lender to Borrower of a Senior Mortgage Default within 5 Business Days of sending such Notice to Borrower. Failure of Senior Lender to send Notice to Subordinate Lender will not prevent the exercise of Senior Lender's rights and remedies under the Senior Loan Documents.
- (ii) Subordinate Lender will have the right, but not the obligation, to cure any monetary Senior Mortgage Default within 30 days following the date of such Notice. During such 30-day period Senior Lender will be entitled to continue to pursue its remedies under the Senior Loan Documents.
- (iii) Subordinate Lender may, within 90 days after the date of the Notice, cure a non-monetary Senior Mortgage Default if during such 90-day period, Subordinate Lender keeps current all payments required under the Senior Loan Documents. If such a non-monetary Senior Mortgage Default creates an unacceptable level of risk relative to the Mortgaged Property, or Senior Lender's secured position relative to the Mortgaged Property, as determined by Senior Lender in its sole discretion, then during such 90-day period Senior Lender may exercise all available rights and remedies to protect and preserve the Mortgaged Property and the Rents, revenues and other proceeds from the Mortgaged Property.
- (iv) All amounts paid by Subordinate Lender to Senior Lender to cure a Senior Mortgage Default will be deemed to have been advanced by Subordinate Lender pursuant to, and will be secured by the lien of, the Subordinate Mortgage. Notwithstanding anything in this Section 5(a) to the contrary, Subordinate Lender's right to cure any Senior Mortgage Default will terminate immediately upon the occurrence of any Bankruptcy Proceeding.

(b) Release of Mortgaged Property.

- (i) Subordinate Lender consents to and authorizes any future release by Senior Lender of all or any portion of the Mortgaged Property from the lien, operation, and effect of the Senior Loan Documents. Subordinate Lender waives to the fullest extent permitted by law, all equitable or other

rights it may have in connection with the release of all or any portion of the Mortgaged Property, including any right to require Senior Lender to do any of the following:

- (A) To conduct a separate sale of any portion of the Mortgaged Property.
 - (B) To exhaust its remedies against all or any portion of the Mortgaged Property or any combination of portions of the Mortgaged Property or any other collateral for the Senior Indebtedness.
 - (C) To proceed against Borrower, any other party that may be liable for any of the Senior Indebtedness (including any general partner of Borrower if Borrower is a partnership), all or any portion of the Mortgaged Property or combination of portions of the Mortgaged Property or any other collateral, before proceeding against all or such portions or combination of portions of the Mortgaged Property as Senior Lender determines.
- (ii) Subordinate Lender consents to and authorizes, at the option of Senior Lender, the sale, either separately or together, of all or any portion of the Mortgaged Property. Subordinate Lender acknowledges that without Notice to Subordinate Lender and without affecting any of the provisions of this Agreement, Senior Lender may do any of the following:
- (A) Extend the time for or waive any payment or performance under the Senior Loan Documents.
 - (B) Modify or amend in any respect any provision of the Senior Loan Documents.
 - (C) Modify, exchange, surrender, release, and otherwise deal with any additional collateral for the Senior Indebtedness.

6. **Conflicts.** If there is any conflict or inconsistency between the terms of the Subordinate Loan Documents and the terms of this Agreement, then the terms of this Agreement will control. Borrower acknowledges that the terms and provisions of this Agreement will not, and will not be deemed to do any of the following:

- (a) Extend Borrower's time to cure any Senior Loan Default or Subordinate Loan Default.
- (b) Give Borrower the right to receive notice of any Senior Loan Default or Subordinate Loan Default, other than that, if any, provided, respectively under the Senior Loan Documents of the Subordinate Loan Documents.
- (c) Create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

7. **Rights and Obligations of Subordinate Lender Under the Subordinate Loan Documents and of Senior Lender under the Senior Loan Documents.**

- (a) Insurance.

- (i) All requirements pertaining to insurance under the Subordinate Loan Documents (including requirements relating to amounts and types of coverages, deductibles and special endorsements) will be deemed satisfied if Borrower complies with the insurance requirements under the Senior Loan Documents and of Senior Lender.
 - (ii) All original policies of insurance required pursuant to the Senior Loan Documents will be held by Senior Lender.
 - (iii) Nothing in this Section 7(a) will preclude Subordinate Lender from requiring that it be named as a mortgagee and loss payee, as its interest may appear, under all policies of property damage insurance maintained by Borrower with respect to the Mortgaged Property, provided such action does not affect the priority of payment of Loss Proceeds, or that Subordinate Lender be named as an additional insured under all policies of liability insurance maintained by Borrower with respect to the Mortgaged Property.
- (b) Condemnation or Casualty.

In the event of a Condemnation or a Casualty, the following provisions will apply:

- (i) The rights of Subordinate Lender (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Condemnation or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Condemnation or a Casualty, will be and remain subordinate in all respects to Senior Lender's rights under the Senior Loan Documents, and Subordinate Lender will be bound by any settlement or adjustment of a claim resulting from a Condemnation or a Casualty made by Senior Lender.
- (ii) All Loss Proceeds will be applied either to payment of the costs and expenses of Restoration or to payment on account of the Senior Indebtedness, as and in the manner determined by Senior Lender in its sole discretion; provided however, Senior Lender agrees to consult with Subordinate Lender in determining the application of Casualty proceeds. In the event of any disagreement between Senior Lender and Subordinate Lender over the application of Casualty proceeds, the decision of Senior Lender, in its sole discretion, will prevail.
- (iii) If Senior Lender holds Loss Proceeds, or monitors the disbursement of Loss Proceeds, Subordinate Lender will not do so. Nothing contained in this Agreement will be deemed to require Senior Lender to act for or on behalf of Subordinate Lender in connection with any Restoration or to hold or monitor any Loss Proceeds in trust for or otherwise on behalf of Subordinate Lender, and all or any Loss Proceeds may be commingled with any funds of Senior Lender.
- (iv) If Senior Lender elects to apply Loss Proceeds to payment on account of the Senior Indebtedness, and if the application of such Loss Proceeds results in the payment in full of the entire Senior Indebtedness, any remaining Loss Proceeds held by Senior Lender will be paid to Subordinate Lender unless another party has asserted a claim to the remaining Loss Proceeds.

- (c) Modification of Subordinate Loan Documents. Subordinate Lender agrees that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of Senior Lender, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon Senior Lender under the Senior Loan Documents. If Subordinate Lender either (i) amends the Subordinate Loan Documents in the manner set forth above or (ii) assigns the Subordinate Loan without Senior Lender's consent then such amendment or assignment will be void ab initio and of no effect whatsoever.
- (d) Modification of Senior Loan Documents. Senior Lender may amend, waive, postpone, extend, renew, replace, reduce or otherwise modify any provisions of the Senior Loan Documents without the necessity of obtaining the consent of or providing Notice to Subordinate Lender, and without affecting any of the provisions of this Agreement. Notwithstanding the foregoing, Senior Lender may not modify any provision of the Senior Loan Documents that increases the Senior Indebtedness, except for increases in the Senior Indebtedness that result from advances made by Senior Lender to protect the security or lien priority of Senior Lender under the Senior Loan Documents or to cure defaults under the Subordinate Loan Documents.
- (e) Commercial or Retail Leases. If requested, Subordinate Lender will enter into attornment and non-disturbance agreements with all tenants under commercial or retail Leases, if any, to whom Senior Lender has granted attornment and non-disturbance, on the same terms and conditions given by Senior Lender.
- (f) Consent Rights. Whenever the Subordinate Loan Documents give Subordinate Lender approval or consent rights with respect to any matter, and a right of approval or consent for the same or substantially the same matter is also granted to Senior Lender pursuant to the Senior Loan Documents or otherwise, Senior Lender's approval or consent or failure to approve or consent will be binding on Subordinate Lender. None of the other provisions of Section 7 are intended to be in any way in limitation of the provisions of this Section 7(f).
- (g) Escrows. Except as provided in this Section 7(g), and regardless of any contrary provision in the Subordinate Loan Documents, Subordinate Lender will not collect any escrows for any cost or expense related to the Mortgaged Property or for any portion of the Subordinate Indebtedness. However, if Senior Lender is not collecting escrow payments for one or more Impositions, Subordinate Lender may collect escrow payments for such Impositions; provided that all payments so collected by Subordinate Lender will be held in trust by Subordinate Lender to be applied only to the payment of such Impositions.
- (h) Certification. Within 10 days after request by Senior Lender, Subordinate Lender will furnish Senior Lender with a statement, duly acknowledged and certified setting forth the then-current amount and terms of the Subordinate Indebtedness, confirming that there exists no default under the Subordinate Loan Documents (or describing any default that does exist), and certifying to such other information with respect to the Subordinate Indebtedness as Senior Lender may request.

8. **Refinancing.** Subordinate Lender agrees that its agreement to subordinate under this Agreement will extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Senior Indebtedness (including reasonable and necessary costs associated with the closing and/or the refinancing, and any reasonable increase in proceeds for rehabilitation in the context of a preservation transaction). All terms and covenants of this Agreement will inure to the benefit of any holder of any such refinanced debt, and all references to the Senior Loan Documents and Senior Lender will mean, respectively, the refinance loan documents and the holder of such refinanced debt.
9. **Governmental Powers.** Nothing in this Agreement is intended, nor will it be construed, to in any way limit the exercise by Subordinate Lender of its governmental powers (including police, regulatory and taxing powers) with respect to Borrower or the Mortgaged Property to the same extent as if it were not a party to this Agreement or the transactions contemplated by this Agreement.
10. **Notices.**

- (a) Any Notice required or permitted to be given pursuant to this Agreement will be in writing and will be deemed to have been duly and sufficiently given if (i) personally delivered with proof of delivery (any Notice so delivered will be deemed to have been received at the time so delivered), or (ii) sent by a national overnight courier service (such as FedEx) designating earliest available delivery (any Notice so delivered will be deemed to have been received on the next Business Day following receipt by the courier), or (iii) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any Notice so sent will be deemed to have been received on the date of delivery as confirmed by the return receipt), addressed to the respective parties as follows:

Notices intended for Senior Lender will be addressed to:

Walker & Dunlop, LLC
7501 Wisconsin Avenue, Suite 1200E
Bethesda, Maryland 20814
Attention: Loan Servicing

Notices intended for Subordinate Lender will be addressed to:

Township of West Orange
66 Main Street
West Orange, New Jersey 07052
Attention: _____

- (b) Any party, by Notice given pursuant to this Section 10, may change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses, for its Notices, but Notice of a change of address will only be effective upon receipt. Neither party will refuse or reject delivery of any Notice given in accordance with this Section 10.

11. **Miscellaneous Provisions.**

- (a) Assignments/Successors. This Agreement will be binding upon and will inure to the benefit of the respective legal successors and permitted assigns of the parties to this Agreement. No other party will be entitled to any benefits under this

Agreement, whether as a third-party beneficiary or otherwise. This Agreement may be assigned at any time by Senior Lender to any subsequent holder of the Senior Note.

- (b) No Partnership or Joint Venture. Nothing in this Agreement or in any of the Senior Loan Documents or Subordinate Loan Documents will be deemed to constitute Senior Lender as a joint venturer or partner of Subordinate Lender.
- (c) Further Assurances. Upon Notice from Senior Lender, Subordinate Lender will execute and deliver such additional instruments and documents, and will take such actions, as are required by Senior Lender to further evidence or implement the provisions and intent of this Agreement.
- (d) Amendment. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument signed by the parties to this Agreement or their successors or assigns.
- (e) Governing Law. This Agreement will be governed by the laws of the State in which the Land is located.
- (f) Severable Provisions. If any one or more of the provisions contained in this Agreement, or any application of any such provisions, is invalid, illegal, or unenforceable in any respect, the validity, legality, enforceability, and application of the remaining provisions contained in this Agreement will not in any way be affected or impaired.
- (g) Term. The term of this Agreement will commence on the date of this Agreement and will continue until the earliest to occur of the following events:
 - (i) The payment of all the Senior Indebtedness; provided that this Agreement will be reinstated in the event any payment on account of the Senior Indebtedness is avoided, set aside, rescinded or repaid by Senior Lender.
 - (ii) The payment of all the Subordinate Indebtedness other than by reason of payments which Subordinate Lender is obligated to remit to Senior Lender pursuant to this Agreement.
 - (iii) The acquisition by Senior Lender or by a third-party purchaser of title to the Mortgaged Property pursuant to a foreclosure of, deed in lieu of foreclosure, or trustee's sale or other exercise of a power of sale or similar disposition under the Senior Mortgage.
 - (iv) With the prior written consent of Senior Lender, without limiting the provisions of Section 4(b)(iv), the acquisition by Subordinate Lender of title to the Mortgaged Property subject to the Senior Mortgage pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale under) the Subordinate Mortgage.
- (h) Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

- (i) Entire Agreement. This Agreement represents the entire understanding and agreement between the parties regarding the matters addressed in this Agreement, and will supersede and cancel any prior agreements regarding such matters.
- (j) Authority. Each person executing this Agreement on behalf of a party to this Agreement represents and warrants that such person is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations under this Agreement.
- (k) No Waiver. No failure or delay on the part of any party to this Agreement in exercising any right, power, or remedy under this Agreement will operate as a waiver of such right, power, or remedy, nor will any single or partial exercise of any such right, power or remedy preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power or remedy under this Agreement.
- (l) Remedies. Each party to this Agreement acknowledges that if any party fails to comply with its obligations under this Agreement, the other parties will have all rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]

SENIOR LENDER:

WALKER & DUNLOP, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____ ss:

On this ____ day of _____, 2021, before me, the undersigned officer, personally appeared _____, _____ of Walker & Dunlop, LLC, a Delaware limited liability company, and who, I am satisfied, is the person who signed the within instrument, and acknowledged that she, as such officer, signed and delivered the same as the voluntary act and deed of said limited liability company, for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Title of Officer

My commission expires: _____

SUBORDINATE LENDER:

TOWNSHIP OF WEST ORANGE

By: _____
Name:
Title:

STATE OF _____

COUNTY OF _____ ss:

On this ____ day of _____, 2021, before me, the undersigned officer, personally appeared _____, _____ of Township of West Orange, and who, I am satisfied, is the person who signed the within instrument, and acknowledged that he/she, as such officer, signed and delivered the same as the voluntary act and deed of said municipality, for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Title of Officer

My commission expires: _____

CONSENT OF BORROWER

Borrower acknowledges receipt of a copy of this Subordination Agreement, dated January ____, 2021, by and between Walker & Dunlop, LLC and Township of West Orange and consents to the agreement of the parties set forth in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**VALLEY ROAD RESIDENTIAL URBAN
RENEWAL LLC**, a New Jersey limited
liability company

By: _____
Joseph Alpert
Co-Managing Member

STATE OF _____

COUNTY OF _____ ss:

On this _____ day of _____, 2021, before me, the undersigned officer, personally appeared Joseph Alpert, Co-Managing Member of Valley Road Residential Urban Renewal LLC, a New Jersey limited liability company, and who, I am satisfied, is the person who signed the within instrument, and acknowledged that he, as such officer, signed and delivered the same as the voluntary act and deed of said limited liability company, for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Title of Officer

My commission expires: _____

EXHIBIT A
LEGAL DESCRIPTION

**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.

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]

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

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 MailRodelio 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)

**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.

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]

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

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 MailBrian 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)

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 curblin 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 23, 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 ~~respects the strengths committed to~~ the values of diversity, equity, and inclusion within the Township community and seeks to promote these values of its rich diversity, which the Township seeks to promote 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. ~~communication, understanding and cooperation among all groups and residents of the Township, to promote the celebration and preservation of our residents' unique cultural customs, and to promote the regular, civil and productive communication between the diverse groups of residents of 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, ~~which shall be a part of the Mayor's Office.~~

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. ~~the Mayor for a term of one year provided, however, that the Mayor may reappoint any Commissioner as Chairperson from year to year. The Chairperson shall be selected by the Mayor from the 13 members of the Commission.~~ 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~~unexpired term by the Mayor.~~

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 ~~and diversity-related issues.~~ Among other events and activities~~programs,~~ the Commission shall plan and coordinate the presentation of an annual Township-wide celebration to~~in~~ honor of 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 ~~among~~ 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 ~~eradicate all types of~~ 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' ~~unique diverse~~ cultural values and heritage; ~~customs,~~ and (iii) to promote the acceptance and inclusion of all members of the ~~regular, civil and productive communication between~~ 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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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

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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.





0 100 200 Feet

Source: NJOGIS, NJGIN, NJDEP, NJDOT

Executive Drive - Rooney Circle Area in Need of Redevelopment

West Orange, NJ

HGA

HEYER, GRUEL & ASSOCIATES

January 2021

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

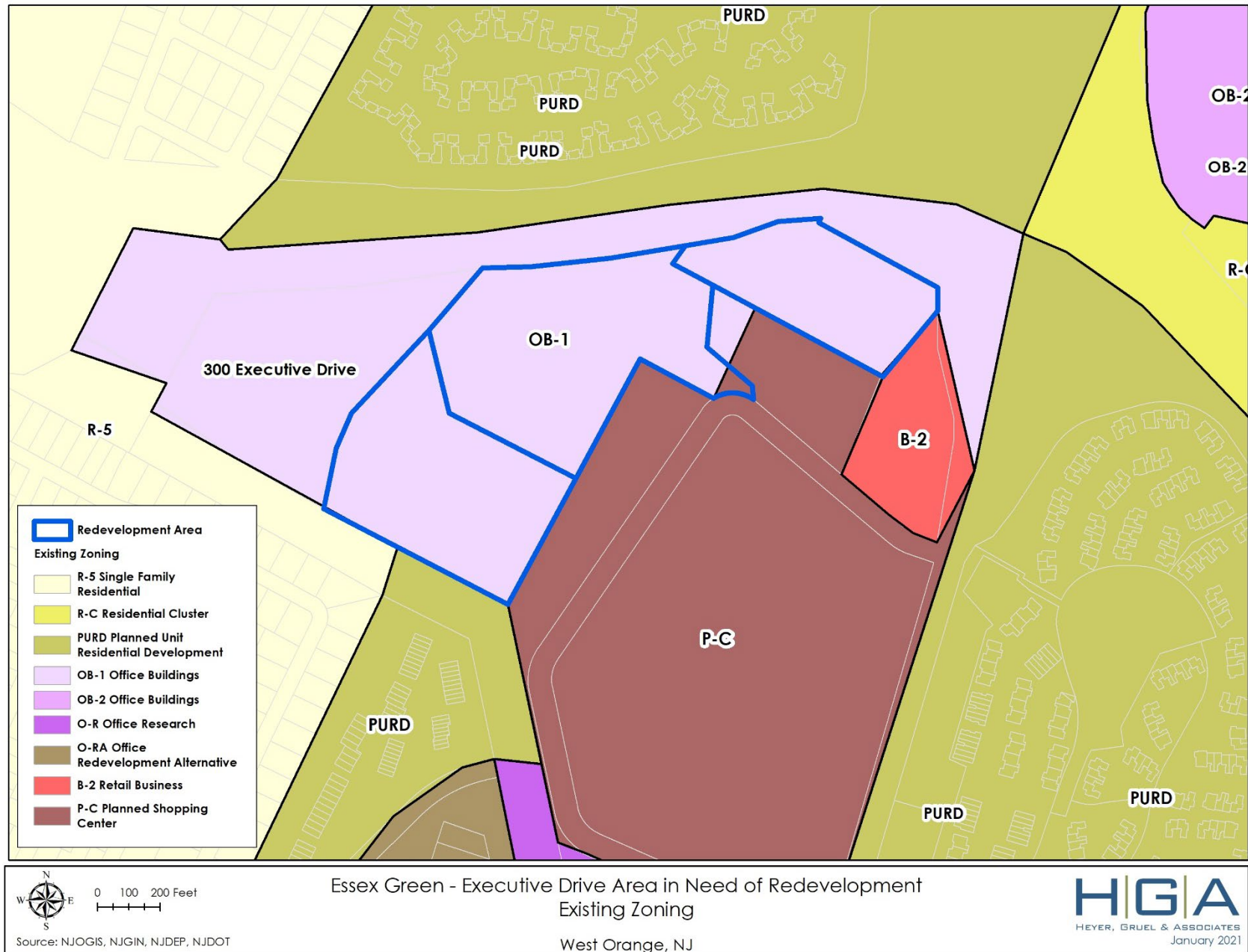
Bulk Standard	Requirement
Minimum lot area	10,000 SF
Minimum lot area / unit	6,000 SF
Minimum lot width	60 feet
Minimum front yard	30 feet
Minimum side yards	10 feet + 8 feet
Minimum rear yard	30 feet
Maximum building coverage	40%
Maximum lot coverage	50%

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)

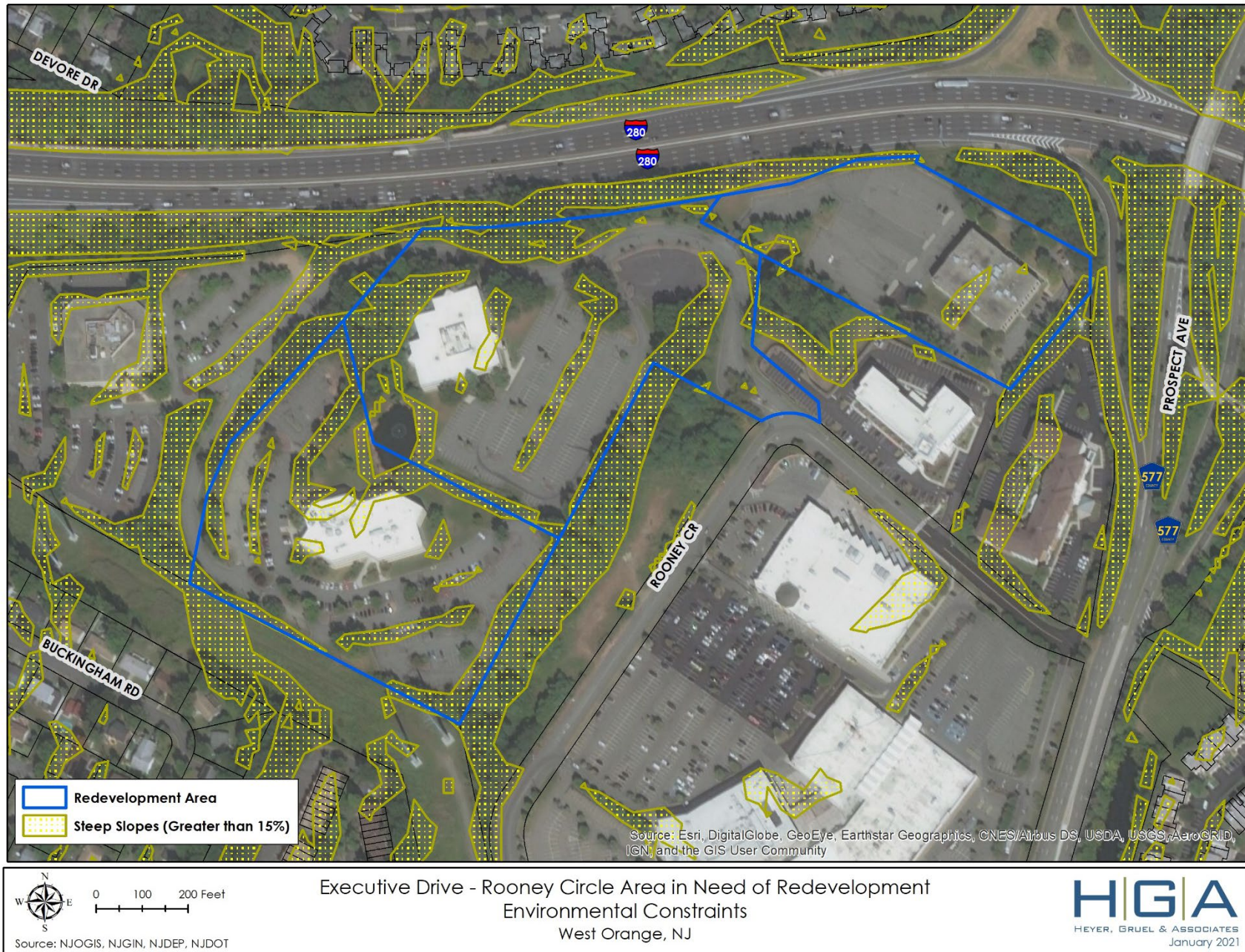
² Here's When Major Companies Plan to go Back to the Office
<https://www.forbes.com/sites/rachelsandler/2020/08/27/heres-when-major-companies-plan-to-go-back-to-the-office/#1ebe155361c5>

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.



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.

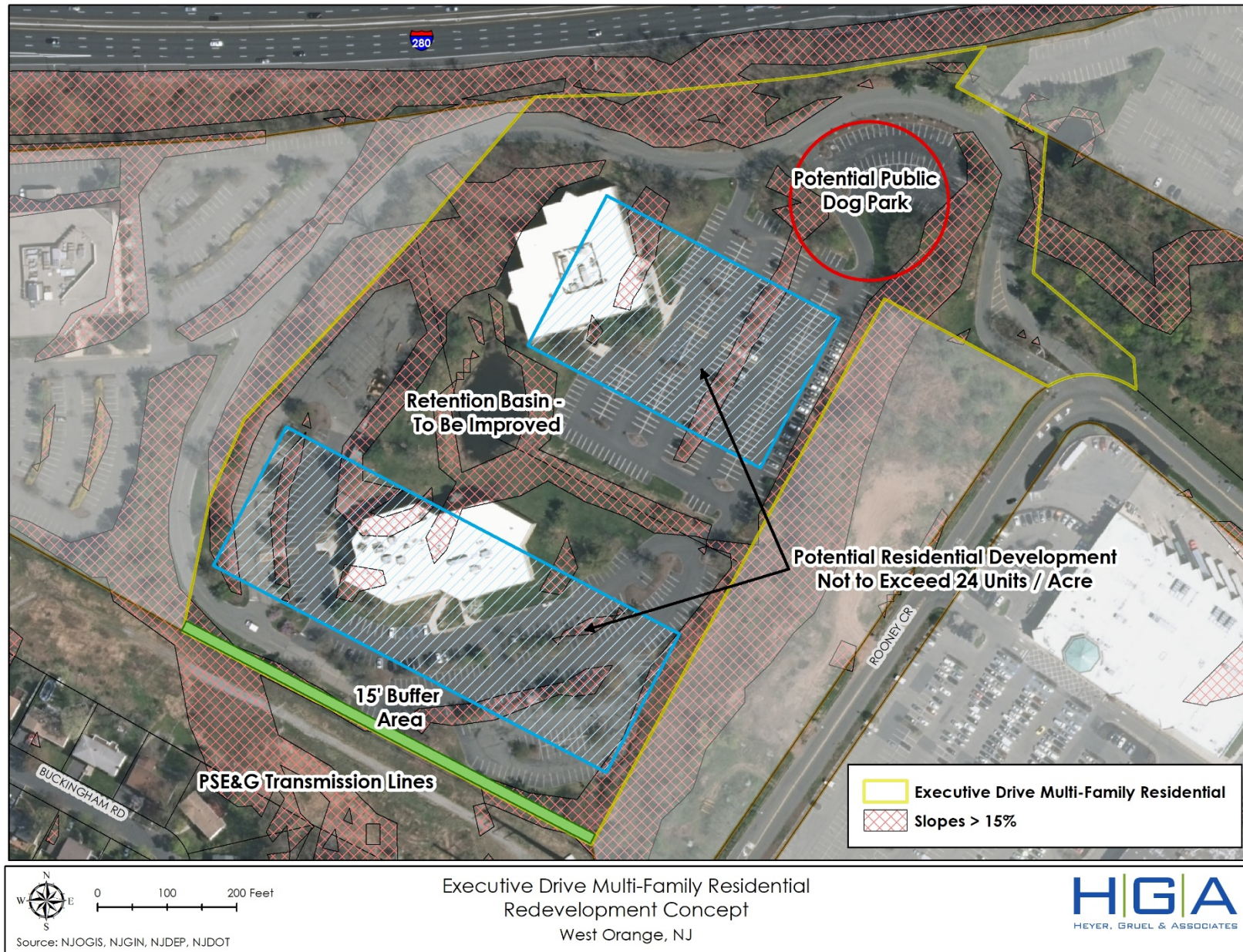
- A 15 foot buffer area consisting of a mix of deciduous and evergreen plantings and a six (6') foot tall fence shall be provided along the property line adjacent to Block 155, Lot 26.01.
- Structured parking shall be designed using compatible or complementary materials to the principal building(s). 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

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 3, “RULES OF COUNCIL”,
OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
TO COMPORT WITH CURRENT PRACTICE AND INCREASE EFFICIENCY
AND EFFECTIVENESS OF COUNCIL MEETINGS**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 3 of the Revised General Ordinances of the Township of West Orange, entitled “Rules of Council”, be and is hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modernize the Rules of Council to comport with current Council practices and to increase the efficiency and effectiveness of Council meetings.

II. CHAPTER 3, “RULES OF COUNCIL”, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO READ AS FOLLOWS:

**§ 3-1 SHORT TITLE.
[1972 Code § 3-1]**

This chapter shall be known as the Rules of Council.

**§ 3-2 GOVERNING RULES.
[1972 Code § 3-2]**

Except as otherwise provided in the Charter, by law, or in this chapter, the Township Council shall be governed in questions of order, organization and conduct of business by Robert's Rules of Order in all applicable cases.

**§ 3-3 MEETINGS.
§ 3-3.1 Regular Meetings.
[1972 Code § 3-3; Or. No. 1895-03 § II; Or. No. 2394-13]**

The Township Council shall hold regular meetings commencing at 7:00 p.m., on two Tuesdays of each month of the year, each meeting to be separated from the immediately preceding and succeeding meeting by at least two weeks, except that during the months of **July, August and December**, there shall only be one regular meeting a month, also on a Tuesday and commencing at 7:00 p.m., and separated by at least two weeks from the preceding and following meetings. The Council shall determine by majority vote of its membership, and by no later than the first meeting in November of the preceding year, the following year's schedule of regular Council meetings, after reviewing the following year's calendar for conflicts with holidays, special events and anticipated vacation schedules. Whenever the day fixed for any regular meeting falls upon a legal or national holiday the meeting shall be held at the same hour on the next succeeding day which is not a legal or national holiday. The Council may alter its meeting schedule, including cancellation of, or rescheduling of, any regular Council meeting, by majority vote of its membership and providing sufficient time to provide lawful notice to the public of the change of schedule. In an emergency, including, but not limited to, a power outage at Town Hall, a severe storm, or other occurrence implicating substantial

public safety concerns, the Mayor, Business Administrator, or Council President, may summarily cancel a scheduled Council meeting, notifying all Council members and the public by any available and appropriate means and with reasonable promptness under all of the circumstances.

§ 3-3.2 Special Meetings.
[1972 Code § 3-3.2]

The Mayor or the President of the Township Council may at any time, and upon written request of a majority of the Councilmembers shall call a special meeting of the Township Council. The request and call for a special meeting shall specify the purpose of the meeting and no business shall be transacted at any special meeting other than that specified. The call for a special meeting shall be filed with the Clerk and served upon each Councilmember as hereinafter provided at least 24 hours prior to the time for which the meeting is called provided that the Mayor determines that an emergency exists affecting the health or safety of the people which requires consideration by the Township Council within a shorter time. Upon such a determination, which the Mayor shall set forth in the call, the call may be filed with the Clerk at any time not less than three hours prior to the time set for the meeting. Upon the filing of any call for a special meeting, the Clerk shall forthwith give notice thereof by telephone, cell phone, e-mail and text message to each Councilmember, at the numbers and addresses he or she shall have previously designated for that purpose.

§ 3-3.3 Adjourned Meeting.
[1972 Code § 3-3.3]

An adjourned meeting shall be considered a continuation of the preceding meeting and the business of the Township Council shall be resumed where it was left at the last adjournment.

§ 3-3.4 Township Council Committee Conference.
[1972 Code § 3-3.4]

The President of the Township Council may call meetings of the committee of the whole of the Council in advance of any regular or special meetings, to plan the agenda of the meeting and to discuss such other matters as may require consideration by the Council. Meetings of the committee of the whole shall comply with the Open Public Meetings Act in all respects.

§ 3-4 OFFICERS.

§ 3-4.1 Council President.
[1972 Code § 3-4.1; Or. No. 2392-13]

The President of the Council shall be chosen by the Council at an organization meeting of each year and according to the rules of procedure, shall in no event succeed himself or herself. The President of the Council shall:

- a. Appoint any special committees of the Council as may be required.
- b. Preside at all meetings of the Council and of the committee of the whole.
- c. State the question and announce the result on all matters upon which the Council may vote.

- d. Rule on all questions of order, subject to appeal to the Council.
- e. Sign all ordinances and resolution adopted in his or her presence and in his or her absence the President Pro Tempore shall sign ordinances and resolutions adopted in his or her presence.
- f. Have such other functions, powers and duties as the Council may from time to time prescribe **not inconsistent with the Faulkner Act and general municipal law.**

§ 3-4.2 Clerk.
[1972 Code § 3-4.2]

The Township Clerk shall serve as Clerk of the Township Council in accordance with the administrative code. In the absence of the Clerk, the President shall appoint a Clerk Pro Tempore.

§ 3-5 AGENDA.
[1972 Code § 3-5; Or. No. 2349-12; Or. No. 2382-13]

An agenda for each regular meeting of the Township Council shall be prepared by the Clerk under the supervision of the President of the Council. All ordinances, resolutions and any supporting written material for consideration at the next Council Meeting shall be delivered to and received at the Clerk's Office by 3:00 p.m., on the Wednesday next preceding the meeting, earlier if possible and, if later, shall require permission of the Council President before placement on the agenda. The agenda headings shall be written in plain English and each resolution and ordinance, unless clearly self-explanatory, shall include a brief description of its purpose also written in plain English by the department submitting it. The agenda shall be completed not later than 3:00 p.m. on the Thursday preceding each regular meeting of the Council, except for emergency matters which may be added to the agenda at any time before the meeting with permission of the President of the Council. The Clerk shall expeditiously deliver a copy of the agenda, all ordinances and resolutions and all submitted supporting materials, to each Council member, to the Mayor, Business Administrator, and to the Law Department. The Clerk shall expeditiously cause the agenda, ordinances, and resolutions to be posted on the Township's website no later than the following Friday at noon in order that such materials are readily available to the general public. In the event of an intervening holiday, the deadlines set forth here shall be adjusted to provide the same amount of time for preparation and notice of the agenda. In the event of additions, deletions, or changes of any kind to the agenda, or any item on it, such changes shall be expeditiously posted to the Township's website with a notation indicating the change by 4:30 p.m., on the Monday preceding the Council meeting. The agenda and any changes to it shall also be physically posted on the Clerk's Bulletin Board in the public hallway at Town Hall. A conforming agenda shall be published to the Township's website on the day after each Council meeting to indicate those items which were not acted upon due to removal or postponement by the Council at its meeting.

§ 3-6 CALL TO ORDER.
[1972 Code § 3-6]

The President of the Township Council shall call each meeting to order. In his or her absence the Clerk shall call the meeting to order and those present shall select a temporary Chairman who shall preside during the absence of the President. The President shall assume the chair as soon as he or she is in attendance at any meeting which may have been called to order in his or her absence and the temporary Chairman shall

thereupon relinquish the chair.

§ 3-7 QUORUM CALL.
[1972 Code § 3-7]

At the opening of each meeting of the Township Council the Clerk shall call the roll and the names of those present shall be recorded in the minutes. Three members of the Council shall constitute a quorum. If a quorum is not present one-half hour after the appointed time for any meeting, the presiding officer shall declare the meeting adjourned.

§ 3-8 ORDER OF BUSINESS.
[1972 Code § 3-8; Or. No. 726-84; Or. No. 1157-93; Or. No. 2128-07 § II; Or. No. 2382-13]

The order of business at a regular meeting of the Council shall be as follows:

a. Conference Agenda:

Council Liaison Announcements - an opportunity for Council members to announce upcoming events and/or to express appreciation to local clubs/organizations/volunteers, etc.

b. Public Agenda:

Pledge of Allegiance;

Roll Call;

Public Comment – Each member of the public wishing to speak shall do so through the Council President after stating their name and address for the record and shall be limited to three (3) minutes. The Council President as presiding officer shall have the discretion to permit up to an additional minute for an individual, but any further extension of time shall require a motion and vote of two-thirds of those Council members present. Each Council Member, including the Council President, may respond to public comment

Consent Agenda:

1-Approval of Minutes of Previous Meeting

2-Report of Township Officers

3-Reading of Petitions and Communications and Bids

4-Bills

5-Resolutions;

Ordinances on Second and Final Reading;

Ordinances on First Reading;

ABC Hearing, if any;

Pending Matters/New Matters/Council Discussion - Each Council Member, including the Council President, shall have the opportunity to raise and discuss any pending matter, new matter, or issue for Council discussion.

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.

§ 3-8.1 Consent Agenda Defined.
[1972 Code § 3-8.1]

Those items on the Township Council agenda which are considered routine by the Township Council shall be marked with an asterisk (*) and, unless a Councilmember specifically requests that such item on the agenda be removed therefrom and Council action taken separately on the item in the order appearing on the agenda, those items so marked shall be approved, adopted, accepted, etc., by motion of the Council and voice vote. Those items so approved under the heading "Consent Agenda" will appear in the Council minutes in their proper form, i.e., resolution accepting grant deed or easement, adoption of ordinance upon final reading, etc.

§ 3-9 DISTRIBUTION AND READING OF MINUTES.
[1972 Code § 3-9]

The Clerk shall, so far as practicable, prepare and distribute to the Township Council the minutes of each meeting promptly after the meeting. The minutes of any meeting may be approved without reading whenever they have been distributed at least 24 hours prior to the time of approval.

§ 3-10 COMMITTEES.
[1972 Code § 3-10]

There shall be no standing committees of the Township Council other than the committee as a whole. The rules of the Council shall govern the meetings of the committee of the whole so far as applicable. Special committees for legislative purposes may be appointed by the President pursuant to resolution. No special committee shall proceed to the consideration of any matter referred to it unless a majority of the members of the committee shall be present. No special committee shall report on a matter referred to it at the same meeting at which the reference is made, except by unanimous consent of the members of the Committee.

§ 3-11 VOTES BY VOICE AND MINUTES.
[1972 Code § 3-11]

A vote by voice shall be taken upon every motion, resolution or ordinance, unless otherwise requested or required by law, and the yeas and nays shall be entered on the minutes. The minutes of each meeting shall be signed by the presiding officer and by the Clerk.

§ 3-12 NOMINATIONS AND APPOINTMENTS.
§ 3-12.1 Nominations by Mayor.
[1972 Code § 3-12.1]

Nominations submitted by the Mayor shall be considered in committee of the whole and reported to the Township Council not later than its second regular meeting following the submission of the nomination. Any member of the Council may move a nomination.

§ 3-12.2 Nominations by Council.
[1972 Code § 3-12.2]

With respect to appointments to be made by the Township Council, any member of the Council may nominate as many candidates as there are offices to be filled. The Council shall consider such nominations in

committee of the whole and report to a regular meeting of the Council. Where there is a single office to be filled, the sense of the Council on the appointment shall be taken as to each nominee in alphabetical order and the first nominee to receive a majority shall be deemed appointed. Where there is more than one office to be filled, such as on a board, commission or authority, the same procedure shall be followed with respect to each office separately until the total number of appointments to be made has been completed. In the discretion of the chair, a group of nominations may be considered at once where there is no apparent division in the Council as to the nominees included in the group.

§ 3-13 RULES OF DEBATE.

§ 3-13.1 President May Participate.

[1972 Code § 3-13.1]

The President of the Township Council may move, second and debate from the chair, and shall not be deprived of any right to vote or of any other rights, powers or duties of a Councilmember by virtue of occupying the office of President of the Council.

§ 3-13.2 Recognition by Chair.

[1972 Code § 3-13.2]

A member of the Township Council shall be entitled to the floor only upon recognition by the chair but such recognition shall only determine the sequence of speaking, and no Councilmember shall be denied the privilege of the floor. Once a member has been recognized and taken the floor, he or she shall not be interrupted for any reason other than a call to order, and in such case the chair shall rule promptly on the point of order and the speaker be allowed to proceed if he or she is in order.

§ 3-13.3 Order of Closing.

[1972 Code § 3-13.3]

The Councilmember who has made a motion shall be entitled to the privilege of closing debate.

§ 3-13.4 Reconsideration.

[1972 Code § 3-13.4]

A motion to reconsider may be made by a Councilmember on the prevailing side and such motion may be made only at the same meeting, or at an adjournment thereof, at which the action was taken.

§ 3-13.5 Inclusion in Minutes.

[1972 Code § 3-13.5]

A Councilmember shall be entitled to have his remarks included in the minutes with the consent of Council. The President, with the consent of Council, may direct a synopsis of the debate on any question to be included in the minutes.

§ 3-14 VOTING.

[1972 Code § 3-14]

When the roll is called upon any question, the silence of a Councilmember shall constitute an affirmative vote unless he or she states that he or she abstains.

§ 3-15 ADDRESSING THE COUNCIL.

§ 3-15.1 In Order of Business.

[1972 Code § 3-15.1]

Persons other than Councilmembers may be permitted to address the Township Council in the proper order of business and as herein further provided. A person present may, upon recognition by the chair, be heard in order of communications and petitions and at such other times as Council may specifically permit. In the case of a resolution prior to adoption, whether or not on the consent agenda, the public's right to comment thereon is subsumed within the public comment portion of the meeting as set forth in §3-8 b. At the public hearing of any ordinance as required by NAGS 40:49-2, all persons interested shall be given an opportunity to be heard concerning the ordinance and each shall be limited to five minutes except where the time is extended by the consent of the Council President. No person shall address any remark or question to any specific Councilmember, except by permission of the President of the Council, nor shall any person be permitted to address the chair while a motion is pending. A Councilmember may, through the chair, respond to any communication or address received pursuant to this section.

§ 3-15.2 Time Limits.

[1972 Code § 3-15.2]

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 three (3) 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.

§ 3-16 DECORUM.

§ 3-16.1 Conduct of Councilmembers.

[1972 Code § 3-16.1]

Each member of the Township Council shall cooperate with the chair in preserving order and decorum, and no member shall by conversation or otherwise delay or interrupt the proceedings of the Council, nor disturb any member while speaking, or fail to abide by the orders of the Council or its President except as specifically permitted by these rules.

§ 3-16.2 Conduct of Public.

[1972 Code § 3-16.2]

Any person who shall disturb the peace of the Township Council, make offensive or abusive remarks or conduct himself or herself in a boisterous manner while addressing the Council shall be forthwith barred by the presiding officer from further audience before the Council, except that if the speaker shall submit to proper order under these rules, permission for him or her to continue may be granted by a majority vote of the Council.

§ 3-16.3 Sergeant at Arms.

[1972 Code § 3-16.3]

The Police Department shall designate a member of the department to serve as Sergeant at Arms at Township Council meetings. He or she shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at such meetings.

§ 3-17 ORDINANCES AND RESOLUTIONS.

§ 3-17.1 Preparation.

[1972 Code § 3-17.1]

Ordinances and resolutions shall be prepared for the consideration of Township Council by the Township Attorney or the legal assistant upon motion of the Council or request of the Mayor. Prior to introduction, each proposed ordinance requiring or permitting administrative action shall be submitted to the Business Administrator and the department head concerned.

§ 3-17.2 Introduction.

[1972 Code § 3-17.2]

An ordinance or resolution may be introduced by any member of the Township Council. The Clerk shall forthwith provide each member of the Council with a copy thereof. Each resolution and ordinance shall be limited to a single subject which shall be expressed in its title.

§ 3-17.3 Enactment of Ordinance.

[1972 Code § 3-17.3]

All ordinances shall be introduced, read, heard and enacted in the manner provided by general law. Each ordinance passed by the Council shall be forthwith delivered by the Clerk to the Mayor. Each ordinance shall be returned by the Mayor to the Clerk after the Mayor has affixed his or her signature thereto or after the expiration of 10 days from the date of its delivery to the Mayor in any event.

§ 3-17.4 Effective Date of Resolution.

[1972 Code § 3-17.4]

All resolutions shall take effect immediately after final passage by the Township Council and approval by the Mayor where such approval is required, unless otherwise indicated in such resolution.

§ 3-17.5 Passage of Ordinance Over Veto.

[1972 Code § 3-17.5]

The Township Council shall reconsider any ordinance returned by the Mayor within the time permitted by the Charter together with a statement setting forth his or her objections thereto or to any item or part thereof. Such reconsideration of the ordinance or any item or part thereof from which the Mayor is constrained to withhold his or her approval shall be at the next meeting of Council which occurs not less than three days following the return of the ordinance by the Mayor.

§ 3-18 RECORD OF ACTION.

§ 3-18.1 Passage Over Veto.

[1972 Code § 3-18.1]

Whenever an ordinance has been reconsidered by the Township Council following a veto by the Mayor, the Clerk shall append to such ordinance a certification of the action of the Council upon such reconsideration in substantially the following form:

"I HEREBY CERTIFY that the above ordinance adopted by the Township Council on the ____ day of ____, 19____, was delivered to me on the ____ day of ____ together with the Mayor's statement of the reasons for which he or she was constrained to withhold his/her approval of such ordinance, item or part

thereof. On reconsideration thereof on the ____ day of ____, (the Township Council duly resolved by the affirmative vote of 2/3 of its members to enact such ordinance, item or part thereof notwithstanding the Mayor's veto) or (the Mayor's veto was sustained).

Dated:

_____, Township Clerk"

§ 3-18.2 Ordinances Not Returned by the Mayor.
[1972 Code § 3-18.2]

Whenever an ordinance shall take effect without the Mayor's signature by reason of his or her failure to return it to the Township Council by filing it with the Clerk within 10 days after it has been presented to him or her the Clerk shall append to such ordinance as engrossed a certificate in substantially the following form:

"I HEREBY CERTIFY that the above ordinance was adopted by the Township Council on the ____ day of ____, 19____ and was presented to the Mayor duly certified on the ____ day ____ of ____, and upon his/her failure to sign it or to return and file it with the Clerk within 10 days thereafter, the ordinance took effect as if the Mayor had signed it.

Dated:

, Township Clerk"

§ 3-18.3 Filing of Reports and Resolutions.
[1972 Code § 3-18.3]

All reports to the Council and all resolutions shall be filed with the Township Clerk and entered in the minutes of the Council.

§ 3-19 ADJOURNMENT.
[1972 Code § 3-19]

A motion to adjourn shall always be in order and shall be decided without debate.

§ 3-20 EFFECTIVE DATE.
[1972 Code § 3-20]

An ordinance shall take effect as a resolution immediately and as an ordinance upon final passage and publication in accordance with the laws of the State of New Jersey.

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: February 9, 2021

Adopted: February 23, 2021

LEGISLATIVE HISTORY

The Rules of the Council have been changed from time to time over the course of many years to make them consistent with actual practices followed by the Council despite the written Rules, to modernize them, and sometimes just to try something new or provide a different order of business. Such changes have often come about after a new Council President is designated and at or near the beginning of a new Council Term, sometimes with new Council members having been elected. The Faulkner Act provides specifically that the Rules of the Council may be adopted by Resolution, implicitly acknowledging the lack of need for Mayoral approval of such Rules and the separate functions performed by each component of the Governing Body. Despite that, West Orange has at least since 1972, adopted its Rules by Ordinance. The changes incorporated here are consistent with that history, providing for one regular Council meeting in December as has been the practice for the past few years, changing the manner of communicating special meetings to take into account more modern means of communication, and altering the time limits on public comment at regular meetings in order that the Council's business can be completed more quickly and acknowledging the greatly expanded means of communication used by the public to communicate with their elected officials, the extensive use of e-mail, social media and on-line internet modalities greatly expanding the ability of the governed to communicate rapidly and in considerable detail at any hour of the day or night with those governing them, including simultaneous communications with other citizens. The town square and the street corner are now virtual and everywhere all the time. The time spent on public comment at regular Council meetings remains important and required by the Open Public Meetings Act, but can be tightened up and made more efficient without any loss of effectiveness and opportunity for the public to be heard regarding any matter they wish.