

1. Conference Meeting Agenda

Documents:

[CA 1.24.23.PDF](#)

2. Public Meeting Agenda

Documents:

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3. Resolution(S)

3.I. 25-23

Documents:

[25-23 RAFFLE LICENSES 1.24.23.PDF](#)

3.II. 26-23

Documents:

[26-23 AUTHORIZING SHARED SERVICES AGREEMENT WITH BOROUGH OF ESSEX FELLS FOR PUBLIC HEALTH OFFICER -2023.PDF](#)
[26-23 AGREEMENT - ESSEX FELLS - PUBLIC HEALTH OFFICER.PDF](#)

3.III. 27-23

Documents:

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3.IV. 28-23

Documents:

[28-23 RESOLUTION NJ DCA LRIG -AMENDED.PDF](#)

3.V. 29-23

Documents:

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3.VI. 30-23

Documents:

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Documents:

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REPORTING.PDF

3.IX. 33-23

Documents:

33-23 RESOLUTION AUTHORIZING VARIOUS AGREEMENTS FOR SENIOR
CITIZEN PROGRAMS 2023.PDF
33-23 AGREEMENT WITH PRIME TIMERS FOR SENIOR CITIZEN
PROGRAMS - 23.PDF
33-23 AGREEMENT WITH PLEASANTDALE SENIOR CITIZENS FOR
SENIOR PROGRAMS - 2023.PDF
33-23 AGREEMENT WITH JCC COUNCIL OF SENIOR CITIZENS FOR
SENIOR CITIZEN PROGRAMS - 2023.PDF
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3.X. 34-23

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34-23 RESOLUTION AUTHORIZING MUNICIPAL ALLIANCE APPLICATION
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35-23 RESOLUTION AUTHORIZING DMHAS YOUTH LEADERSHIP GRANT
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3.XII. 36-23

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36-23 RESOLUTION TO AMEND MELLON AVENUE PAVING
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Documents:

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4. Ordinance(S) On Second And Final Reading

4.I. 2708-23

Documents:

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BOARD.PDF](#)

5. Ordinance(S) On First Reading

5.I. 2709-23

Documents:

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5.II. 2710-23

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[2710-23 SALARY ORDINANCE 1.24.23.PDF](#)

5.III. 2711-23 PULLED FROM AGENDA

5.IV. 2712-23 TABLED

Documents:

[2712-23 REVISED ORDINANCE GOVERNING CANNABIS BUSINESSES -
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6. ABC Hearing

6.I. 706-23

Documents:

[706-23 WILSHIRE HOSPITALITY_12.18 RELIEF_RENEWAL 2021-
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6.II. 707-23

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[707-23 WILSHIRE CATERERS 2022-2023 LICENSE RENEWAL-12-39
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Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, January 24, 2023
Meeting No. 3

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 23, 2022 and published in the West Orange Chronicle on December 1, 2022.

Roll Call – Councilwoman Casalino, Councilwoman Ghebremicael, Councilman Rutherford, Councilwoman Scarpa, Council President Williams, Mayor McCartney

=====

6:30 P.M

- **Mayor's Proclamation: Schneider Hardware 100th Anniversary**
- **Proclamation from Congressman Payne Celebrating the 100th Anniversary of Schneider Hardware**
- **Award of Community Development Block Grants (CDBG)**
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

PUPUBLIC MEETING AGENDA-REVISED

Township of West Orange

66 Main Street – 7:00 p.m.

January 24, 2023

Meeting No. 3

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 23, 2022 and published in the West Orange Chronicle on December 1, 2022.

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 Ghebremicael, Councilman Rutherford, Councilwoman Scarpa, Council President Williams, Mayor McCartney

- 1. Public Comment**
- 2. *Consent Agenda**
- 3. *Approval of Minutes of Previous Meeting – Public Meeting January 2, 2023 and January 10, 2023**
- 4. *Report of Township Officers - None**
- 6. *Reading of Petitions and Communications and Bids**
 - a.** Correspondence from Mayor McCartney submitting for the Township Council's advise and consent, the reappointment of Dr. Marge Mingin to the W.O. Public Library Board effective January 1, 2023 through December 31, 2027.
 - b.** Correspondence from Mayor McCartney submitting for Township Council's advise and consent, the reappointment of Sunjana Thirumala Sridhar to the W.O. Public Library Board effective January 1, 2023 through December 31, 2027.
- 7. *Bills-None**
- 8. *Resolutions**
 - a.** 25-23 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
 - b.** 26-23 Authorizing Shared Services Agreement with Borough of Essex Fells for Public Health Officer -2023 (T. DeNova)
 - c.** 27-23 Resolution Authorizing Shared Services Agreement with Borough of Essex Fells for Animal Control Services - 2023 (T. DeNova)
 - d.** 28-23 Resolution Authorizing Application for a Grant from the Department of Community Affairs for Approximately \$100,000.00 to Carry Out a Project to Replace the Dugouts at Degnan Park, and Acceptance of Same in the Event Awarded (Lepore/Carballo)
 - e.** 29-23 Resolution Authorizing the Township to Execute a Subordination of Mortgage for the Township of West Orange's Mortgage on the Property at 85 Mitchell Street for the Amount Owed as Part of the Township of West Orange's Housing Rehabilitation Program to Allow the Property Owner to Refinance Their Mortgage (Legal-Moon)

- f. **30-23** Resolution Appointing the Township of West Orange Purchasing Agent, Panayiota Reynolds as the Public Agency Compliance Officer (Gross)
- g. **31-23** Resolution Authorizing Change Order No. 2 for the New West Orange Public Library for Revised Construction Documents and to Provide Permitting Assistance to Arcari Iovino, 1 Katherine Street, Little Ferry, NJ 07643 in the Amount of \$3,500.00 (Lepore)
- h. **32-23** Resolution Authorizing a Professional Service Contract with CME Associates, 3759 Highway 1 South, Suite 100, Monmouth Junction, New Jersey 08852, Manal Baba, LSRP, to Provide Professional Services for Interim Remedial Measures and Monitoring and Reporting and Management for Motor Oil Discharge at the Public Works Building, 25 Lakeside Avenue for a Fee NTE \$27,300.00. (Lepore)
- i. **33-23** Resolution Authorizing Various Agreements for Senior Citizen Programs 2022 (Van Dyke)
- j. **34-23** Resolution Authorizing Acceptance of Grant Application to Governor’s Council on Alcoholism and Drug Abuse (Van Dyke)
- k. **35-23** Resolution Authorizing DMHAS Youth Leadership Grant Municipal Alliance Application Grant 2023 (Van Dyke)
- l. **36-23** Resolution Authorizing an Amendment to Resolution 296-22 Amending the Cost of the Work for the Reconstruction of “Upper” Mellon Avenue Due to Field Conditions Encountered During Construction (Lepore)
- m. **37-23** Resolution Authorizing a Professional Services Contract to Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C., 26 Columbia Turnpike, Florham Park, New Jersey 07932, to Provide Professional Services for Project Management and Site Inspection Services for a Fee Not To Exceed \$4,250.00. (Lepore)

9. Ordinances on Second and Final Reading

- a. **2708-23** An Ordinance Creating Chapter 2, Section 62 of the Revised General Ordinances of The Township of West Orange, Entitled “Older Adults Advisory Board” (Legal-Trenk)

10. Ordinances on First Reading

- a. **2709-23** Bond Ordinance Providing for Phases Ii(B), Iii(B), Iv, V And Vi of the Local Unit’s Allocable Share of the Flood Mitigation Facilities Project of the Joint Meeting of Essex and Union Counties, By and In the Township of West Orange, in the County of Essex, State of New Jersey (The “Local Unit”); Appropriating \$6,565,000 Therefor and Authorizing the Issuance of \$6,565,000 Bonds or Notes to Finance the Cost Thereof (Gross)
- b. **2710-23** 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)
- c. **PULLED - 2711-23** An Ordinance Amending Chapter 25, Sections 47.1 and 47.5 of the Revised General Ordinances of the Township Of West Orange (Legal-Trenk)
- d. **TABLED 2712-23** An Ordinance Amending Chapter 5, Section 34.3 And Section 34.6 Of The Revised General Ordinances Of The Township Of West Orange (Licensed Cannabis Entities) (Legal-Trenk)

11. Pending Matters/New Matters/Council Discussion

12. ABC Hearing

- a. **706-23** Resolution Following N.J.S.A. 33:1-12.18 Special Ruling Renewing Alcoholic Beverage Retail Consumption **License #0722-33-068-016**, Wilshire Hospitality Services, LLC t/a Wilshire Catering (Pocket), for the 2021-2022 License Term (Legal-Kayser)
- b. **707-23** Resolution Following Issuance Of N.J.S.A. 33:1-12.39 Special Ruling Renewing Alcoholic Beverage Retail Consumption **License #0722-33-068-016**, Wilshire Hospitality Services, LLC t/a Wilshire Catering (Pocket), for the 2022-2023 Term (Legal-Kayser)

13. Adjournment

The Council President may at his/her discretion modify with consent the order of business at any meeting of the Council if he/she deems it necessary and appropriate.
(1972 Code § 3-8; Ord. No. 726-84; Ord. No. 1157-93; Ord. No. 2128-07 § II)

Agenda is subject to change.

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/85045473691?pwd=S1h2Nm9XQkxUcDQ4YTQzWm84MXFVQT09>

Webinar ID: 850 4547 3691

Passcode: 779123

Dial In: 929 205 6099

Next Meeting Date(s): February 7, 2023

25-23
January 24, 2023

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>Type of Event/Date</u>	<u>Place</u>	<u>RL No.</u>
W.O. Mountaineer Cheer Inc.	February 19, 2023 On Premise 50/50	51 Conforti Avenue	7798
W.O. Mountaineer Cheer Inc.	February 19, 2023 On Premise Merchandise	51 Conforti Avenue	7799
Our Lady of Lourdes	April 15, 2023 Tricky Tray	1 Eagle Rock Avenue	7800
Our Lady of Lourdes	April 15, 2023 On Premise 50/50	1 Eagle Rock Avenue	7801

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

Tammy Williams
Council President

Adopted: January 24, 2023

RESOLUTION

WHEREAS, N.J.S.A. 26:3-22 authorizes two or more adjacent municipalities to join in employing a health officer to provide public health services; and

WHEREAS, N.J.S.A. 40A:65-4 of the Uniformed Shared Services and Consolidation Act authorizing municipalities to enter into shared services agreement to either provide or receive any services that each local unit is empowered to provide or receive within its own jurisdiction; and

WHEREAS, the Borough of Essex Fells (the “Borough”) seeks to enter into a Shared Services Agreement with the Township of West Orange (“Township”) whereby the Borough may utilize the Township’s public health officer to provide public health services; and

WHEREAS, the Borough and the Township have negotiated a proposed Shared Services Agreement, annexed hereto as Exhibit “A” (the “Shared Service Agreement”) for a term of three (3) years commencing on January 1, 2023 and ending on December 31, 2025; and

WHEREAS, pursuant to the Shared Service Agreement, the Borough will pay to the Township as follows:

- (i) For the period January 1, 2023 through December 31, 2023, quarterly payments of \$3,187.25 for a total of \$12,749;
- (ii) For the period January 1, 2024 through December 31, 2024, quarterly payments of \$3,251.00 for a total of \$13,004;
- (iii) For the period January 1, 2025 through December 31, 2025, quarterly payments of \$3,316.00 for a total of \$13,264.

for a total amount of \$39,017 for the full three (3) year term of the Shared Service Agreement;
and

WHEREAS, the Township’s Public Health Officer has reviewed the Shared Service Agreement and recommends execution of the terms contained therein; and

WHEREAS, the Borough has agreed to indemnify the Township for any services provided for the Borough, as stated in Schedule A attached to the Shared Service Agreement;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute and counter-sign the Shared Service Agreement with the Borough of Essex Fells annexed hereto as Exhibit “**A**,” and the Municipal Clerk be and is hereby authorized to attest to the Mayor’s signature thereon; and be it further

RESOLVED that pursuant to N.J.S.A. 40A:65-4(b) of the Uniformed Shared Services and Consolidation Act the Municipal Clerk shall forward a copy of the Shared Services Agreement to the Division of Local Government Services in the Department of Community Affairs for informational purposes; and be it further

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

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

Tammy Williams
Council President

Adopted: January 24, 2023

SHARED SERVICES AGREEMENT
FOR PUBLIC HEALTH OFFICER

In accordance with N.J.S.A. 26:3-22 and N.J.S.A. 40A:65-4 of the Uniformed Shared Services and Consolidation Act, the entities identified herein agree to the following terms and conditions:

THIS SHARED SERVICES AGREEMENT, made as of the 1st day of January 2023 by and between the TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, hereinafter referred to as "Provider," and the BOROUGH OF ESSEX FELLS, a municipal corporation of the State of New Jersey, hereinafter referred to as "Recipient" (collectively referred hereinafter as the "Parties").

WITNESSETH

WHEREAS, this Shared Services Agreement, in accordance with N.J.S.A. 26:3-22 and N.J.S.A. 40A:65-4 of the Uniformed Shared Services and Consolidation Act pursuant to N.J.S.A. Local Health Services Act, shall be for the purposed of ensuring a public health program in accordance with: (i) the Local Health Services Act, N.J.S.A. 26:3A2-1, et. seq.; (ii) the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52-1.1 et. seq.; and (iii) any other applicable administrative rules and/or statues promulgated by the State of New Jersey (collectively the "Governing Authorities"). This Shared Services Agreement shall adhere to all applicable local ordinances in both the Provider and Recipient municipalities; and

WHEREAS, the Provider is able to furnish the services of its Municipal Health Officer (the "Health Officer") to the Borough of Essex Fells to provide technical and professional services to assure the provisions of core public health activities along with any elective services that meet the standards set forth in Governing Authorities.

NOW THEREFORE, in consideration of the foregoing and subject to the term and conditions of the following, the Parties hereto agree as follows:

1. The Provider's local health department is designated the statutorily recognized "Local Health Agency" for the Recipient. The Recipient shall appoint Provider's Health Officer as its "Health Officer" and "Chief Executive Officer" of the Recipient for all public health services and activities.
2. The duly licensed Health Officer shall carry out, supervise and direct all public health activities, inspections, clinics, and health education services as required by the needs of Recipient in meeting the standards set forth in the Governing Authorities.
3. The Health Officer shall direct and supervise all public health activities and health service employees of the Recipient.
4. The Health Officer shall assess public health needs, plan, organize and implement public health activities within the Recipient municipality. Health Officer shall administer the Local Public Health Program for the Recipient's municipality pursuant to the Public Health Practice

Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52-1.1 et. seq.

5. Provider and the Health Officer be available to respond to emergency public health and disaster situations within the Recipient's municipality on a 24 hours a day, seven days a week, and 365 days a year basis.

6. Health Officer may delegate activities to customary personnel, such as nurses, environmental specialists, health educators and any other, as may be required to carry out core activities that satisfy the requirements of the Governing Authorities and consistent with the provisions of Licensure of Persons for Public Health Positions, N.J.A.C. 8:7.

7. Health Officer shall be accountable to the Recipient's Board of Health with respect to all public health activities pertaining to the Recipient's community.

8. Health Officer shall advise and assist the Recipient's Board of Health with respect to violations of public health statutes and ordinances and the compliance thereof.

9. Health Officer or his/her designee shall attend regular and special meetings of the Recipient's Board of Health and provide performance and activity reports

10. The term of this Shared Services Agreement shall be for a period of three (3) years from January 1, 2023 through December 31, 2025.

11. Recipient agrees to provide payment to Provider a total amount of \$39,017, with payment made in the following manner:

- (i) For the period January 1, 2023 through December 31, 2023, quarterly payments of \$3,187.25 for a total of \$12,749;
- (ii) For the period January 1, 2024 through December 31, 2024, quarterly payments of \$3,251.00 for a total of \$13,004;
- (iii) For the period January 1, 2025 through December 31, 2025, quarterly payments of \$3,316.00 for a total of \$13,264.

12. The Parties agree that there shall be no charge for lab fees during the term of this Shared Services Agreement.

14. Both the Provider and the Recipient may terminate or withdraw from this Shared Services Agreement by the adoption of a Resolution its governing body. A certified copy of such Resolution shall be submitted to the other party on July 1st of the following year. A copy of any withdrawal Resolution shall be submitted to the New Jersey State Commissioner of Health by withdrawing party at least six months prior to the withdrawal date. Any such Resolution by the Recipient shall specify its methods of continuing to meet standards of performance required under the Governing Authorities.

15. In order to unify policy and facilitate solution of common problems, the Board of Health of the Provider and Recipient may have joint meetings of designated representatives. Minutes of such meetings shall be taken and made available to the State Commissioner of Health by the Provider upon request.

16. The parties hereto agree to be bound by the provisions of Schedule A attached hereto and made a part hereof.

BOROUGH OF ESSEX FELLS

ATTEST:


BOROUGH CLERK

BY:


MAYOR

ESSEX FELLS BOARD OF HEALTH
RECIPIENT

BY: _____

TOWNSHIP OF WEST ORANGE
PROVIDER

ATTEST: _____

TOWNSHIP CLERK

BY: _____

MAYOR

SCHEDULE A

ADDENDUM TO HEALTH SERVICES CONTRACT BETWEEN THE TOWNSHIP OF WEST ORANGE, PROVIDER, AND THE BOROUGH OF ESSEX FELLS, RECIPIENT.

1. The Borough of Essex Fells will indemnify and hold harmless the Township of West Orange with reference to any cause of action resulting from or arising out of any act or conduct by the Health Officer or its designees when said act or conduct is solely and exclusively for the performance of his duties and obligations to the Borough of Essex Fells pursuant to the terms and conditions of this Contract. In the event the Township of West Orange receives notification of any cause of action or claim which it contends arises out of the employment by the Borough of Essex Fells of the services of the Public Health Officer or its designee pursuant to the terms of this Contract, said notification shall be made promptly to the Borough of Essex Fells by directing same to the Mayor and Business Administrator.
2. The Borough of Essex Fells shall indemnify and hold harmless acts, conduct or services of the Health Officer or its designee when said individuals are acting solely and exclusively for the Borough of Essex Fells provided that said acts, conduct or services arise out of and are in the scope and duties of the Health Officer's or its designee's employment. It is the intent of this provision that the Health Officer or its designee shall conduct themselves pursuant to general principles, obligations, duties and responsibilities governing the general nature and standards of health services recognized throughout the State of New Jersey.

RESOLUTION

WHEREAS, N.J.S.A. 40A:65-4 of the Uniformed Shared Services and Consolidation Act authorizing municipalities to enter into shared services agreement to either provide or receive any services that each local unit is empowered to provide or receive within its own jurisdiction; and

WHEREAS, the Township of West Orange (the “Township”) and the Borough of Essex Fells (“Essex Fells”) have previously entered into a Shared Services Agreement whereby the Township provides animal control services to Essex Fells in exchange for quarterly payments from Essex Fells to the Township; and

WHEREAS, the Township and Essex Fells have negotiated a renewal of the Shared Services Agreement, annexed hereto as Exhibit “A” (the “Shared Service Agreement”) for a three (3)-year term, whereby the Township shall continue to provide animal control services to Essex Fells from January 1, 2023 through December 31, 2025; and

WHEREAS, pursuant to the Shared Service Agreement, the Borough will pay to the Township as follows:

- (i) For the period January 1, 2023 through December 31, 2023, quarterly payments of \$1,540.75 for a total of \$6,163;
- (ii) For the period January 1, 2024 through December 31, 2024, quarterly payments of \$1,571.50 for a total of \$6,286;
- (iii) For the period January 1, 2025 through December 31, 2025, quarterly payments of \$1,603.00 for a total of \$6,412.

for a total amount of \$18,861 for the full three (3) year term of the Shared Service Agreement; and

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

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

WHEREAS, Essex Fells has agreed to indemnify the Township for any services provided for Essex Fells, as stated in Schedule A attached to the Shared Service Agreement;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute and counter-sign the Agreement with the Borough of Essex Fells annexed hereto as Exhibit “**A**,” and the Municipal Clerk be and is hereby authorized to attest to the Mayor’s signature thereon;

RESOLVED that pursuant to N.J.S.A. 40A:65-4(b) of the Uniformed Shared Services and Consolidation Act the Municipal Clerk shall forward a copy of the Shared Services Agreement to the Division of Local Government Services in the Department of Community Affairs for informational purposes; and be it further

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

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

Tammy Williams
Council President

Adopted: January 24, 2023

RESOLUTION

Whereas, the Township of West Orange
(formal name of organization)
desires to apply for and obtain a grant from the New Jersey Department of Community Affairs
for approximately \$100,000.00 to carry out a project _____
(dollar amount of request)
to replace the dugouts at Degnan Park in West Orange, NJ.
(briefly describe the project)

Be it therefore RESOLVED,

- 1) that the Township of West Orange
(formal name of organization)
does hereby authorize the application for such a grant; and,
- 2) recognizes and accepts that the Department may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between

Township of West Orange

(formal name of organization)

and the New Jersey Department of Community Affairs.

Be it further RESOLVED, that the persons whose names, titles, and signatures appear below are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement, and any other documents necessary in connection therewith:

(signature)
Susan McCartney

(type or print name)
Mayor

(title)

(signature)
Karen J. Carnevale

(type or print name)
Municipal Clerk

(title)

CERTIFICATION:

I, Karen J. Carnevale, the Municipal Clerk,
(name of Board Secretary / Government Clerk) (title of position - Board Secretary or Government Clerk)
of Township of West Orange
(formal name of organization)
hereby certify that at a meeting of the Board of Directors / Governing Body held on 1/24/2023
(meeting date)
the above **RESOLUTION** was duly adopted.

AFFIX GOV'T,
CORPORATE OR
NOTARY SEAL

(12/03)

(Signature of Secretary of the Board of Directors or Government Clerk)

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) through the Township’s Housing Rehabilitation Program has a mortgage against certain real property owned by Yvonne Fields and Stephayne Moffet-Paterson (collective the “Owners”) residing at 85 Mitchell Street, also identified as Block 26, Lot 10.06 on the tax map of the Township (the “Property”), in the amount of Thirty Five Thousand Dollars (\$39,925.00), which was dated July 31, 2010 and recorded in the Essex County Register’s Office on November 19, 2010 as Instrument No. 10086390, Book 12283, Page 345 (the “WOHRP Mortgage”); and

WHEREAS, there is a first mortgage on the Property held by Cenlar in the outstanding amount of Two Hundred Twelve Thousand Nine Hundred Seventy-Five Dollars (\$212,975) (the “First Mortgage”) with an interest rate of 4.125%; and

WHEREAS, the Owners desire to refinance their home to obtain a new mortgage loan from Paramount Residential Mortgage Group, Inc. ISAOA in the amount of Three Hundred Ninety Thousand Seven Hundred Twenty Dollars (\$390,720) with an interest rate of 6.625 (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 approximately \$545,000; 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 Attachment “**A**,” in favor of Freedom Mortgage 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

Tammy Williams
Council President

Adopted: January 24, 2023

Exhibit “A”

SUBORDINATION OF MORTGAGE

**Property Address: 85 Mitchell Street
West Orange, NJ 07052
Block 26 Lot 10.06**

made **December 29, 2020**

BETWEEN

Township of West Orange residing or located at: **66 Main Street, West Orange, NJ 07052**
herein designated as the Subordinator;

AND

Paramount Residential Mortgage Group, Inc. ISAOA located at: **1265 Corona Pointe Courte, Suite 301 Corona, CA 92879**

herein designated as the Subordinatee;

WHEREAS, the Subordinator is the holder of a mortgage, originally in the amount of **\$39,925.00** and the bond, note or other obligation secured therein, dated **July 31, 2010** and was made by **Stephayne Moffett-Patterson and Yvonne Fields**, to **West Orange Township** recorded **November 9, 2010** in the **Essex** County Clerk/Register's Office in Book **12283** Page **345**.

WHEREAS, the Subordinatee desires to place a First Lien Priority Mortgage on lands and premises owned by Stephayne Moffett-Patterson and Jermaine Green, Married couple ,known as Block **26**, Lot **10.06**; which First Lien Mortgage, the owner desires to grant to Subordinatee.

WHEREAS, the Subordinatee will receive, accept and record a First Lien Mortgage and require that the aforementioned mortgage held by the Subordinator shall be subordinated and postponed to the First Lien Mortgage to be granted by Subordinatee.

NOW THEREFORE, in consideration of the sum of ONE DOLLAR and other good and valuable consideration the receipt whereof is hereby acknowledged, the Subordinator hereby accepts and agrees that the mortgage of the Subordinator shall be subject, subordinate and inferior to the First Lien Mortgage about to be granted to the Subordinatee, and to all renewals and extensions, notwithstanding the prior execution and recording of the mortgage of the Subordinator, in the amount of but not exceeding **\$390,720.00**.

References herein to any parties, persons, entities or corporations, the use of any particular gender of the plural or singular number is intended to include the appropriate gender or numbers of the text of the within instrument may require.

Whenever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

Subordination of Mortgage

IN WITNESS WHEREOF, the Subordinator has signed and sealed this Subordination of Mortgage, or if a Corporation, has caused this Subordination to be signed by its proper corporate officers and its corporate seal to be affixed, the day and year first above written.

Effective as of this _____ day of _____, 2022.

By _____
(Signature)

(Printed Name)

(Title)

FOR NOTARIZATION OF LENDER PERSONNEL:

State of _____)

County of _____)

On the _____ day of _____, in the year 2023, before me the undersigned,
personally appeared _____, who proved to me on the basis of
satisfactory evidence, to be the individual whose name is subscribed to the within instrument and acknowledged to
me that they executed the same in their capacity and that by their signature on the instrument, the individual or the
person upon behalf of which the individual acted, executed the instrument.

I certify that the foregoing paragraph is true and correct.

Signature of Notary Public (Notary Seal)

My Commission Expires: _____

Notary Name and Date:

RECORD & RETURN
GUARDIAN TITLE SERVICES LLC
345 CENTRE ST, SUITE 2
NUTLEY NJ 07110

LEGAL DESCRIPTION

File Number: GTS-50340

ALL that (those) certain lot(s), tract(s) or parcel(s) of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of West Orange, County of Essex, and State of New Jersey and is bounded and described as follows:

BEGINNING at a point in the northerly line of Mitchell Street, 50 feet wide, as shown on the Tax Assessment Map for the Township of West Orange, said point being distant 386.85 feet westerly along the said northerly line of Mitchell Street from the point of intersection formed with the westerly line of Valley Road, 49.5 feet wide; and running thence

1. North 57 degrees 03 minutes no seconds West, along the said northerly line of Mitchell Road, a distance of 57.15 feet to a point, thence;
2. North 32 degrees 57 minutes 00 seconds East, along the easterly line of Lot 10.01, Block 26, a distance of 102.51 feet to a point, thence;
3. South 59 degrees 08 minutes 00 seconds East, along the southerly line of Lots 30.02 and 30.03, Block 26, a distance of 57.19 feet to a point; thence
4. South 32 degrees 57 minutes 00 seconds West, along the westerly line of Lot 10.07, Block 32, a distance of 104.59 feet to a point in the said northerly line of Mitchell Street and the point of BEGINNING.

Tax Lot: 10.06 Block: 26 Tax Map of the Township of West Orange, County of Essex, State of New Jersey

NOTE: Lot and Block shown for informational purposes only.

NOTE FOR INFORMATION ONLY: Mailing Address is 85 Mitchell St, West Orange, NJ 07052-5105

This page is only a part of a 2016 ALTA® Commitment for Title Insurance [issued by Westcor Land Title Insurance Company]. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

RESOLUTION

WHEREAS, the New Jersey State Treasure authorized by N.J.S.A 10:5-36(f) and pursuant to N.J.S.C 17:27-3.2 requires each public agency to designate a Public Agency Compliance Officer; and

WHEREAS, the Public Agency Compliance Officer is responsible for overseeing vendor and contractor compliance with the State of New Jersey law and regulations concerning Equal Opportunity in Public Contracts; and

WHEREAS, the Business Administrator for the Township of West Orange has recommended that Panayiota Reynolds, the Township of West Orange Purchasing Agent to be appointed to fulfill the duties of the PACO.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Orange, County of Essex, State of New Jersey that Panayiota Reynolds be and hereby is appointed the Township of West Orange Public Agency Compliance Officer.

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

Tammy Williams
Council President

Adopted: January 24, 2023

RESOLUTION

WHEREAS, the Township of West Orange by Resolution No. 134 -21 dated June 22, 2021 awarded a Professional Services contract to the architectural firm of Arcari Iovino, one Katherine Street, Little Ferry, NJ 07643 in the amount of \$318,000.00 for the design of a new West Orange Public Library at 10 Rooney Circle; and

WHEREAS, during the design, Arcari Iovino prepared interior renderings of the new Library which was not a task included in their design contract; and

WHEREAS, by Resolution No. 36-22 dated February 15, 2022 the Township Council approved Change Order No. 1 in the amount of \$9,050.00; and

WHEREAS, New Jersey American Water (NJAW) initiated a request to create a new domestic water line; and

WHEREAS, the existing vault which is servicing the building must be abandoned per the water company regulations; and

WHEREAS, Arcari Iovino needed the services of a consulting Engineering firm to provide revised construction documents and provide permitting assistance; and

WHEREAS, the cost for the additional services is \$3,500.00 as per the proposal of Arcari Iovino dated January 12, 2023; and

WHEREAS, the Municipal Engineer by letter dated January 13, 2022 recommends Change Order No. 2 with Arcari Iovino in the amount of \$3,500 for funding associated with the architectural design at 10 Rooney Circle; and

WHEREAS, sufficient funds exist for this additional work; and

WHEREAS, the Township Council concurs in the foregoing

NOW, THEREFORE BE IT RESOLVED by the Township's Council of the Township of West Orange that Change Order No. 2 in the amount of \$3,500.00 with Arcari Iovino for additional services and with Change Order No. 1 in the amount of \$9,050.00 which represents a 3.95 percent increase in the original contract amount of \$318,000.00 is hereby approved bringing the final adjusted contract amount to \$330,550.00.

BE IT FURTHER RESOLVED that the Municipal Engineer is authorized to execute the Change Order on behalf of the Township of West Orange.

Karen J. Carnevale, Municipal Clerk

Tammy Williams, Council President

Adopted: January 24, 2023

I certify funds are available in Acct. No. 03-2544-18-0200-010
\$3,500.00

John O. Gross, BA, CFO



One Katherine Street
Little Ferry, NJ 07643

tel: 201.641.0600
fax: 201.641.0626

www.aiarchs.com

Edward Arcari, AIA, PP
Anthony Iovino, AIA, PP, LEED



January 12, 2023

John Gross, Business Administrator/CFO
Township of West Orange
66 Main Street
West Orange, NJ 07052

RE: Proposal for Additional Services – New domestic water line

Dear Mr. Gross,

We are writing to formalize additional services relating to the domestic water line issue. A request initiated by New Jersey American Water was made to create a new domestic water line for the library building. The existing vault which is servicing the building must be abandoned per the water company regulations.

Civil engineering services performed by Stonefield Engineering are required:

- Provide revised Construction Documents (incorporation of new domestic service which will resupply the existing connection to the building and resupply of the existing hydrant tap)
- Provide permitting assistance with NJAW

We propose a fee of Three Thousand Five Hundred Dollars (\$3,500) for our coordination and engineering.

We hope that this proposal is acceptable and should you have any questions please feel free to contact my office. Please respond in writing to authorize us to move forward should you wish to proceed.

Sincerely,

A handwritten signature in black ink, appearing to be "A. Iovino".

Anthony Iovino, AIA, PP, LEED
Arcari + Iovino Architects, P.C.



TOWNSHIP OF WEST ORANGE

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

DEPARTMENT OF PUBLIC WORKS

31-23

SUSAN McCARTNEY
Mayor

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: LLepore@westorange.org

LEONARD R. LEPORE
Director/Municipal Engineer

January 13, 2023

CHANGE ORDER NO. 2
WEST ORANGE PUBLIC LIBRARY DESIGN
10 ROONEY CIRCLE

ARCHITECT: ARCARI IOVINO
ONE KATHERINE STREET
LITTLE FERRY, NJ 07643

ORIGINAL CONTRACT AMOUNT \$318,000.00
RESOLUTION NO. 134-21 DATED: June 22, 2021

Change Order No. 1

Total	\$ 9,050.00
-------	-------------

Adjusted Contract Amount	
Through Change Order No. 1	\$327,050.00

Percent Increase in Contract	2.85%
------------------------------	-------

Change Order No. 2	
Additional services – new domestic water line	\$ 3,500.00

Adjusted Contract Amount	
Through Change Order No. 2	\$330,550.00

Percent Increase in Contract	
Through Change Order No. 2	3.95%

Reason for change Order and Increase

New Jersey American Water Company initiated a request to create a new domestic water line for the library building as per the water company regulations.

Approved:

Arcari -Iovino Architects

Date

Township of West Orange

Date

Authorized by Resolution No. 31-23, dated January 24, 2023 of the West Orange Township Council.

R E S O L U T I O N

WHEREAS, recently motor oil was discovered in monitoring well 9 (MW-9) at the Public Works Building at 25 Lakeside Avenue; and

WHEREAS, motor oil was discovered at monitoring well 9 (MW-9) that historically was clean; and

WHEREAS, previous testing did not identify any product or groundwater impacts before 2019; and

WHEREAS, Manal Baba, of CME Associates, formerly of T&M Associates of Middletown, New Jersey, is the Licensed Site Remediation Professional for the Township's Public Works facility; and

WHEREAS, the Township is required to implement an Interim Remedial Measure (IRM); and

WHEREAS, operational monitoring is to be initiated within one year of the initial discovery of the Light Nonaqueous Phase Liquid (LNAPL); and

WHEREAS, CME proposes using a vacuum truck as an appropriate IRM based on the results of the LNAPL delineation and characterization; and

WHEREAS, the LSRP has prepared the following scope of work to comply with the timeframes established by the Technical Requirements for Site Remediation N.J.A.C 7:26E; and

WHEREAS, the LSRP will prepare and submit IRM report to NJDEP with updated LNAPL reporting form by May 2023; and

WHEREAS, the firm of CME Associates prepared a proposal for professional services dated November 14, 2022 in the amount of \$27,300.00 to provide Interim Remedial Action and Reporting (Motor Oil Discharge – MW-9); and

WHEREAS, the services proposed include 2 tasks:

Task 1: Initiate LNAPL Interim Remedial Measures (IRM) and Monitoring

Task 2: IRM Reporting and Management

WHEREAS, the Municipal Engineer finds the proposal acceptable; and

WHEREAS, sufficient funds exist for this work; and

WHEREAS, the Township Council concurs in the foregoing

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that a Professional Services contract be awarded to CME Associates, 3759 Highway 1 South, Suite 100, Monmouth Junction, New Jersey 08852, Manal Baba, LSRP, to provide professional services for Interim Remedial Measures and Monitoring and Reporting and Management for motor oil discharge at the Public Works Building, 25 Lakeside Avenue in accordance with their proposal dated November 14, 2022 for a fee not to exceed \$27,300.00.

**Karen J. Carnevale, RMC,
Municipal Clerk**

Tammy Williams, Council President

Adopted: January 24, 2023

I certify funds are available from:

Account Number

**Capital Budget
\$27,300.00**

John O. Gross, Chief Financial Officer



JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALES, PE, PP, CME

TIMOTHY W. GILLEN, PE, PP, CME
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME

November 14, 2022

Leonard R. Lepore, PE, Municipal Engineer
Township of West Orange
Director, Department of Public Works, Engineering Division
25 Lakeside Avenue, West Orange, NJ 07052

**Re: Proposal for Professional Services – Interim Remedial Action and Reporting (Motor Oil Discharge – MW-9)
Department of Public Works at 25 Lakeside Avenue
Township of West Orange, Essex County, New Jersey
NJDEP CASE #93-05-04-1501-12, 99-04-06-1412-47 & 22-07-27-1645-19
NJDEP SRP PI# 014423**

Dear Mr. Lepore:

CME Associates (CME) is pleased to submit this proposal to the Township of West Orange (Client) to continue Professional Environmental and Licensed Site Remediation Professional (LSRP) Services at the Department of Public Works facility located at 25 Lakeside Avenue in West Orange.

CME is currently contracted with the Township for Professional Environmental and Licensed Site Remediation Services consulting work at the West Orange DPW located at 25 Lakeside Avenue (Site) to complete the remedial action of impacts resulting from an on-Site 4,000-gallon gasoline underground storage tank (UST) discharge.

Recently, free-phase product was detected at MW-9 by another environmental consultant (Matrix) during an investigation conducted in May 2022. CME conducted a confirmation sampling at MW-9 and collected a free-phase product at MW-9 sample for analysis. A fingerprint analysis was conducted, and the results showed Motor Oil as the matching oil. MW-9 historically was a clean well, previous testing did not identify any product or groundwater impacts before 2019.

In accordance with the NJDEP Regulations and guidance, on behalf of the Township of West Orange, CME associates notified the NJDEP of the identified free-phase product at MW-9 as a new AOC and a case no. 22-07-27-1645-19 was assigned for the discharge at MW-9. On behalf of the Township of West Orange, CME associates notified the Department in writing, on the Confirmed Discharge Notification form pursuant to N.J.A.C. 7:1E-5.7.

Mr. Leonard R. Lepore, PE
Municipal Engineer/Director of Public Works
Re: DPW at 25 Lakeside Avenue – IRM and Reporting (Motor Oil)

November 14, 2022
Page 2 of 5

The Township is required to implement an IRM and initiate operational monitoring within 1 year of the initial discovery of the LNAPL. Based on the results of the LNAPL delineation and characterization, CME proposes using a vacuum truck as an appropriate IRM.

The proposed scope of work is prepared to establish an interim remedial measure (IRM) that should be completed at this AOC pursuant to the Administrative Requirements for Remediation of Contaminated Sites (ARRCS Rule, N.J.A.C. 26:C), the Technical Requirements for Site Remediation (Tech Rule, N.J.A.C. 7:26E), and in accordance with New Jersey's Site Remediation Reform Act (SRRA).

Based on the NJDEP Regulatory timeframe for LNAPL: Within one year after LNAPL is discovered, the following should be completed:

- 1. Complete the delineation of the LNAPL;*
- 2. Initiate implementation of an LNAPL interim remedial measure to prevent LNAPL migration, reduce LNAPL contaminant mass to the extent practicable and initiate monitoring of the interim remedial measure; and*
- 3. Document the actions taken pursuant to this section and submit to the Department an LNAPL interim remedial measure report with a form available on the Department's website at www.nj.gov/dep/srp/srra/forms.*

Note that based on the findings of the Site Investigation and implementing IRM, further investigation and/or remediation may be warranted. This proposal does not include costs associated with additional investigation and remediation services beyond the scope of services presented herein.

SCOPE OF SERVICES

Based on the review of existing remediation documents, the LSRP of Record has prepared the following scope of work to comply with the NJDEP Technical Requirements for Site Remediation at the Site and provide the consultation and project management necessary to continue to advance the project towards closure.

Task 1: Initiate LNAPL Interim Remedial Measures (IRM) and Monitoring

CME conducted soil and groundwater investigation to delineate the Light Nonaqueous Phase Liquid (LNAPL) impacts around MW-9 in October 2022. The investigation included an evaluation of the presence of LNAPL within the saturated zone around the well. The

Mr. Leonard R. Lepore, PE
Municipal Engineer/Director of Public Works
Re: DPW at 25 Lakeside Avenue – IRM and Reporting (Motor Oil)

November 14, 2022
Page 3 of 5

investigation revealed that the extent of free-phase is limited to the monitoring well MW-9. The investigation did not identify the source of the product (Motor Oil) in MW-9.

CME proposes to conduct vacuum extraction using a Vacuum Truck to recover the LNAPL and groundwater at monitoring well (MW-9) which has the free-phase product at the Site. The recovered liquids will be disposed of at an approved disposal facility. A total of six (6) vacuum applications will be conducted at the Site on a bi-weekly basis using a Vacuum Truck to pump out accumulated LNAPL & groundwater, and transport recovered liquids in the Truck to an approved disposal facility.

Implementation of IRM recovery efforts can be an effective means to reduce both the costs and the length of the remediation. As a result, the objective of the IRM is to prevent LNAPL migration and reduce contaminant mass.

Once an IRM is implemented, monitoring is required pursuant to N.J.A.C. 7:26E-1.10(c)2 to assess the protectiveness and effectiveness of the chosen IRM. The monitoring consists of Hydraulic gauging which includes depth to water/depth to LNAPL, recording LNAPL thickness measurements in monitoring well MW-9. The proposed monitoring plan includes four (4) monthly measurements of the LNAPL recovery (measure the thickness of accumulated LNAPL in the well) for a duration of four months after completion of IRM.

All the field work that will be implemented at the Site during the remedial action will be supervised; field techniques will be performed in accordance with the NJDEP Technical Requirements for Site Remediation (N.J.A.C. 7:26E).

Task 2: IRM Reporting and Management

As per the regulatory timeframes established in N.J.A.C. 7:26E, the Township is required to submit an updated LNAPL reporting form within one year of the identification of LNAPL at the Site. An LNAPL interim remedial measures report is required to be included with the updated LNAPL Reporting Form submission.

An IRM Report will be prepared and submitted to the NJDEP with updated LNAPL Reporting Form before May 2023 (to meet the Regulatory Timeframe). The IRM Report will include the details of the actions taken and document the investigative and remedial work conducted at the site in response to the discovery of the LNAPL. The report will provide information including LNAPL source and extent; description and justification for the selected IRM; discussion of the

Mr. Leonard R. Lepore, PE
Municipal Engineer/Director of Public Works
Re: DPW at 25 Lakeside Avenue – IRM and Reporting (Motor Oil)

November 14, 2022
Page 4 of 5

specific remedial goals and the performance metrics by which the goals will be determined to have been met; results of the operational monitoring which has been conducted during the IRM phase; and detailed assessment, to date, regarding the effectiveness of the chosen IRM.

PROPOSED BUDGET

The budget for completion of the proposed scope of work is **\$27,300** as indicated in the following table:

Task	Cost
Task 1- Initiate LNAPL Interim Remedial Measures (IRM) and Monitoring	\$ 16,450
Task 2- IRM Reporting and Management	\$ 10,850
Total	\$ 27,300

The proposed budget includes approximately **\$11,500** for subcontractor's fee. The budget contained in this proposal is the firm's best estimate of the effort required to carry out the project as outlined in the scope of work. However, the client will be billed for the actual effort expended to implement the Scope of Services in accordance with the attached billing rates for Environmental Engineering and LSRP services. In no event will the client be billed, or work performed more than the proposal amount without client's prior approval.

ASSUMPTIONS AND LIMITATIONS

The scope of work is limited to the tasks outlined above. Based on the investigation findings, additional remediation activities may be required to comply with N.J.A.C. 7:26E and close the case. A separate cost proposal will be provided for any additional work.

SPECIAL CONDITIONS FOR LSRP SERVICES

- The enactment of the Site Remediation Reform Act (SRRA; N.J.S.A. 58:10C-1 et seq) on May 7, 2009, and the adoption of the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS; N.J.A.C. 7:26C) on November 4, 2009 require that all new remediation cases follow the provisions of SRRA. A key requirement of these rules is that a Licensed Site Remediation Professional (LSRP) must oversee all new remediation cases.
- The ARRCS requires the person responsible for conducting a remediation to notify the NJDEP of any confirmed discharges of contaminants or condition of Immediate Environmental Concern ("IEC"). Please note that being an LSRP, as a State licensed

Mr. Leonard R. Lepore, PE
Municipal Engineer/Director of Public Works
Re: DPW at 25 Lakeside Avenue – IRM and Reporting (Motor Oil)

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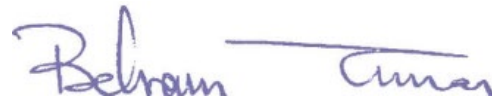
professional, I will thus have the obligation to report any such conditions to the NJDEP without obtaining any prior approval from the client.

- LSRP will provide the required services in accordance with SRRA and has the obligation to submit, maintain and preserve the relevant documents.
- LSRP is not responsible for client's failure to disclose relevant information, perform SRRA obligations, fund remediation, and follow LSRP's recommended actions. Client's failure to perform these obligations may result in fines/penalties by the NJDEP.
- The issuance of RAO by LSRP is not a guarantee or warranty that the site is free of contamination, or that it will be accepted by the NJDEP.
- NJDEP may audit the RAO within three (3) years after the date the LSRP filed the RAO with the NJDEP. LSRP is not responsible for additional requirements imposed by NJDEP after review/audit, except to the extent they arise out of LSRP's negligence.

We appreciate the opportunity to submit this proposal and assist the Township on this project. Should you have any questions, please do not hesitate to call me at 732-951-2101, extension 103.

Respectfully submitted,

CME Associates



Behram Turan, P.E., LSRP- Principal
Director of Environmental Services

Enclosure

cc: Michael McClelland, P.E., P.P. - Partner / CME Associates

RESOLUTION

WHEREAS, the Township of West Orange is desirous of awarding a contract for recreational, social and educational services to the Older Adults Clubs of the Township of West Orange, for the period commencing January 1, 2022 and ending December 31, 2022;

WHEREAS, the following organizations are willing to provide said services:

1. Pleasantdale Senior Citizens,
2. JCC Council of Senior Citizens,
3. Eagle Rock Senior Citizens H.A./Tenant Services, and
4. Prime Timers (collectively the “Contractors”);

WHEREAS, the Contractors and the Township have agreed to the terms of Agreements, annexed hereto as Exhibit “A” through Exhibit “D;” and

WHEREAS, the aggregate of public funds to be expended for the provision of such services is a total of \$1,000.00 which was allocated for 2022. Therefore, no public advertisement for bids is required.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Mayor and Township Clerk be and hereby respectively authorized to execute and attest to the agreements annexed hereto as Exhibit “A” through Exhibit “D” with: (1) the Pleasantdale Senior Citizens, (2) JCC Council Senior Citizens, (3) Eagle Rock Senior Citizens, and (4) Prime Timers for the provisions of recreational, educational, informational and social services to the Older Adults of the Township of West Orange;

BE IT FURTHER RESOLVED that funds are available for this contract and a Certificate of Availability has been filed by the Chief Financial Officer.

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

Tammy Williams
Council President

Adopted: January 24, 2023

I hereby certify funds available from Account No.: 01-2010-00-8762-080

John O. Gross, Chief Financial Officer

AGREEMENT

THIS AGREEMENT, entered this 24th day of January, 2023 by and between the Township of West Orange, a Municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, NJ 07052, hereinafter referred to as the “**TOWNSHIP**” and the Prime Timers hereinafter referred to as “**CONTRACTOR**”:

WITNESSETH

WHEREAS, the Township is desirous of providing recreational, social, informational and educational services to the Older Adults of the Township and the Contractor.

WHEREAS, Contractor is desirous of furnishing such services;

NOW, THEREFORE, in consideration of the foregoing and mutual covenant hereinafter stated, the parties hereto do hereby agree as follows:

1. For the period January 1, 2022 to December 31, 2022 the Contractor hereby agrees to organize and make available to the Township of West Orange a minimum of six (6) gatherings are to be designed to service the educational, recreational, informational and/or social needs of the Older Adults of the Township of West Orange.

2. The Township agrees to pay to the Contractor the total sum of Two Hundred and Fifty Dollars (\$250.00) for the above-mentioned services.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their proper representatives and have affixed their seals hereto on the day and year first above written.

Attest:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

Susan McCartney
Mayor

Attest:

Approved as to form

Richard D. Trenk
Township Attorney

By: President

AGREEMENT

THIS AGREEMENT, entered this 24th day of January, 2023 by and between the Township of West Orange, a Municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, NJ 07052, hereinafter referred to as the **“TOWNSHIP”** and Pleasantdale Senior Citizens hereinafter referred to **“CONTRACTOR”**:

WITNESSETH

WHEREAS, the Township is desirous of providing recreational, social, informational and educational services to the Older Adults of the Township and the Contractor.

WHEREAS, Contractor is desirous of furnishing such services;

NOW, THEREFORE, in consideration of the foregoing and mutual covenant hereinafter stated, the parties hereto do hereby agree as follows:

1. For the period January 1, 2022 to December 31, 2022 the Contractor hereby agrees to organize and make available to the Township of West Orange a minimum of six (6) gatherings are to be designed to service the educational, recreational, informational and/or social needs of the Older Adults of the Township of West Orange.

2. The Township agrees to pay to the Contractor the total sum of Two Hundred and Fifty Dollars (\$250.00) for the above-mentioned services.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their proper representatives and have affixed their seals hereto on the day and year first above written.

Attest:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

Susan McCartney
Mayor

Attest:

Approved as to form

Richard D. Trenk
Township Attorney

By: President

SCHEDULE A

(I) During the performance of this contract the contractor agrees as follows:

a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

b. The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, creed, color, national origin, ancestry, marital status or sex;

c. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975,c.127, as amended and supplemented from time to time.

(II) The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by

the Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(III) The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency that engages in direct or indirect discriminatory practices.

(IV) The contractor or subcontractor agrees to revise any of its testing procedure, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable federal law and applicable federal court decisions.

(V) The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal Law and applicable federal court decisions.

AGREEMENT

THIS AGREEMENT, entered this 24th day of January, 2023 by and between the Township of West Orange, a Municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, NJ 07052, hereinafter referred to as the “**TOWNSHIP**” and the JCC Council of Senior Citizens hereinafter referred to as “**CONTRACTOR**”:

WITNESSETH

WHEREAS, the Township is desirous of providing recreational, social, informational and educational services to the Older Adults of the Township and the Contractor.

WHEREAS, Contractor is desirous of furnishing such services;

NOW, THEREFORE, in consideration of the foregoing and mutual covenant hereinafter stated, the parties hereto do hereby agree as follows:

1. For the period January 1, 2022 to December 31, 2022 the Contractor hereby agrees to organize and make available to the Township of West Orange a minimum of six (6) gatherings are to be designed to service the educational, recreational, informational and/or social needs of the Older Adults of the Township of West Orange.

2. The Township agrees to pay to the Contractor the total sum of Two Hundred and Fifty Dollars (\$250.00) for the above-mentioned services.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their proper representatives and have affixed their seals hereto on the day and year first above written.

Attest:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

Susan McCartney
Mayor

Attest:

Approved as to form

Richard D. Trenk
Township Attorney

By: President

SCHEDULE A

(I) During the performance of this contract the contractor agrees as follows:

a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

b. The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, creed, color, national origin, ancestry, marital status or sex;

c. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975,c.127, as amended and supplemented from time to time.

(II) The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by

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(IV) The contractor or subcontractor agrees to revise any of its testing procedure, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable federal law and applicable federal court decisions.

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AGREEMENT

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WITNESSETH

WHEREAS, the Township is desirous of providing recreational, social, informational and educational services to the Older Adults of the Township and the Contractor.

WHEREAS, Contractor is desirous of furnishing such services;

NOW, THEREFORE, in consideration of the foregoing and mutual covenant hereinafter stated, the parties hereto do hereby agree as follows:

1. For the period January 1, 2022 to December 31, 2022 the Contractor hereby agrees to organize and make available to the Township of West Orange a minimum of six (6) gatherings are to be designed to service the educational, recreational, informational and/or social needs of the Older Adults of the Township of West Orange.

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Attest:

TOWNSHIP OF WEST ORANGE

Karen J, Carnevale
Municipal Clerk

Susan McCartney
Mayor

Attest:

Approved as to form

Richard D. Trenk
Township Attorney

By: President

SCHEDULE A

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a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

b. The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, creed, color, national origin, ancestry, marital status or sex;

c. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975,c.127, as amended and supplemented from time to time.

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**RESOLUTION AUTHORIZING ACCEPTANCE OF
GRANT APPLICATION TO GOVERNOR'S COUNCIL
ON ALCOHOLISM AND DRUG ABUSE**

WHEREAS, the Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey.

WHEREAS, The Township Council of the Township of West Orange, County of Essex, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore, has an established Municipal Alliance Committee; and,

WHEREAS, the Township Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and,

WHEREAS, the Township has applied for funding to the Governor's Council on Alcoholism and Drug Abuse through the County of Essex;

NOW, THEREFORE, BE IT RESOLVED by the Township of West Orange, County of Essex, State of New Jersey hereby recognizes the following:

1. The Township Council does hereby authorize submission of a strategic plan for the Municipal Alliance grant for fiscal year July 1, 2023 to June 30, 2024 in the amount of:

DEDR	\$ <u>24,202.07</u>
Cash Match	\$ <u>6,050.52</u>
In-Kind	\$ <u>18,151.55</u>
2. The Township Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

APPROVED: _____
Susan McCartney, Mayor

Tammy Williams, Council President

CERTIFICATION

I, Karen J. Carnevale, Municipal Clerk of the Township of West Orange, County of Essex, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council on this 24th day of January, 2023.

Karen J. Carnevale, Municipal Clerk

**Resolution Of The Township Of West Orange, County Of Essex
And State Of New Jersey Authorizing The Submission Of A
Grant Application For The West Orange Municipal Alliance Committee For Dmhas Grant
Funding For The West Orange Municipal Alliance Grant**

WHEREAS, the Governor's Council on Alcoholism and Drug Abuse (GCADA) established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey; and

WHEREAS, in coordination with GCADA, the New Jersey Department of Human Services/ Division on Mental Health and Addiction Services (DMHAS) has awarded a Youth Leadership Grant to the GCADA Municipal Alliance Program; and

WHEREAS, the Township Council of the Township of West Orange, County of Essex, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore, has an established Municipal Alliance Committee; and

WHEREAS, the Township Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and,

WHEREAS, the Township has applied for DMHAS Youth Leadership funding through the Governor's Council on Alcoholism and Drug Abuse through the County of Essex;

NOW, THEREFORE, BE IT RESOLVED by the Township of West Orange, County of Essex, State of New Jersey hereby recognizes the following:

1. The Township Council does hereby authorize submission of an application for DMHAS Grant funding for the West Orange Municipal Alliance for Year Two Grant Term September 1, 2023 through September 30, 2025 in the amount of:

DMHAS	\$ <u>8,803.78</u>
Cash Match	\$ <u>0.00</u>
In-Kind	\$ <u>0.00</u>
2. The Township Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

APPROVED: _____
Susan McCartney, Mayor

Tammy Williams, Council President

CERTIFICATION

I, Karen J. Carnevale, Municipal Clerk of the Township of West Orange, County of Essex, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council on this 24th day of January, 2023.

Karen J. Carnevale, Municipal Clerk

R E S O L U T I O N

WHEREAS, the Township by Resolution 296-22 awarded the reconstruction of “upper” Mellon Avenue to Grabowski Construction Inc. of 770 Northfield Avenue, West Orange, NJ; and

WHEREAS, this resolution serves as an amendment to Resolution 296-22 to amend the cost of the work for the reconstruction of “upper” Mellon Avenue due to field conditions encountered during construction;

WHEREAS, curb was needed it to support the edges of the road; and

WHEREAS, curb was necessary to prevent water from seeping into the edges of the road and divert runoff into the roadway drainage system; and

WHEREAS, substantial replacement and disposal of existing asphalt was encountered and required;

WHEREAS, dense graded aggregate and hot mix asphalt base course were needed for these replacement areas of roadway;

WHEREAS, due to this work, it is necessary to increase the estimated amount with contingencies from \$50,000.00 originally estimated to \$100,000.00; and

WHEREAS, the Municipal Engineer pursuant to N.J.S.A.40A:11.6a notified the Purchasing Agent, Paula Reynolds, on November 1, 2022 of the need to perform emergency paving of “upper” Mellon Avenue; and

WHEREAS, the Municipal Engineer by letter dated November 2, 2022 recommends paying the cost of this emergency work; and

WHEREAS, the Municipal Engineer by letter dated January 17, 2023 recommends in appropriation and payment for the curb installed at the edge of the roadway to support the road surface; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that an emergency appropriation in the amount up to \$100,000.00 is authorized to pay Grabowski Construction to pave “upper” Mellon Avenue.

BE IT FURTHER RESOLVED that this work was performed pursuant to the provisions of the Local Public Contracts Law, Emergency Contracts, N.J.S.A. 40A:11-6 as the work was required to protect public health and welfare.

**Karen J. Carnevale, RMC,
Municipal Clerk**

Tammy Williams, Council President

Adopted: January 23, 2023

I certify funds are available for this work

**Account No. 12-6730-00-0150
\$50,000.00**

Property Escrow Future Improvements

John O. Gross, Chief Financial Officer

RESOLUTION

WHEREAS, construction of a sanitary sewer on "upper" Mellon Avenue requires the immediate reconstruction of "upper" Mellon Avenue; and

WHEREAS, the Municipal Engineer obtained a proposal dated October 13, 2022 from Grabowski Construction Inc. of 770 Northfield Avenue, West Orange, NJ to grade and pave "upper" Mellon Avenue; and

WHEREAS, the cost of the work is estimated to be \$40,317.00 without contingencies; and

WHEREAS, the Municipal Engineer pursuant to N.J.S.A.40A:11.6a notified the Purchasing Agent, Paula Reynolds, on November 1, 2022 of the need to perform emergency paving of "upper" Mellon Avenue; and

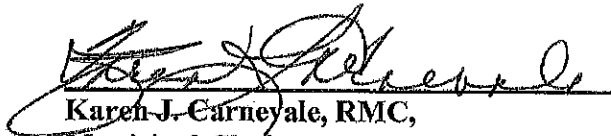
WHEREAS, the Municipal Engineer advised the Purchasing Agent that the estimated cost with contingencies is \$50,000.00 or \$9,683.00 more than the proposal; and

WHEREAS, the Municipal Engineer by letter dated November 1, 2022 recommends paying the cost of this emergency work; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that an emergency appropriation in the amount up to \$50,000.00 is authorized to pay Grabowski Construction to pave "upper" Mellon Avenue.

BE IT FURTHER RESOLVED that this work was performed pursuant to the provisions of the Local Public Contracts Law, Emergency Contracts, N.J.S.A. 40A:11-6 as the work was required to protect public health and welfare.


Karen J. Carneyale, RMC,
Municipal Clerk


Susan McCartney, Council President

Adopted: November 22, 2022

I certify funds are available for this work


John O. Gross, Chief Financial Officer

Account No. 12-6730-00-0150

\$50,000.00

Property Escrow Future Improvements



TOWNSHIP OF WEST ORANGE

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

DEPARTMENT OF PUBLIC WORKS

296-22

ROBERT D. PARISI
Mayor

LEONARD R. LEPORE
Director, Municipal Engineer

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

November 2, 2022

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

RE: EMERGENCY ROADWAY CONSTRUCTION
"UPPER" MELLON AVENUE

Mayor Parisi, Council President McCartney and Council Members,

Late this summer and early Fall, Messercola Excavating Company, Inc. of 549 E. 3rd Street, Plainfield, NJ 07060 installed an eight-inch diameter sewer main in "upper" Mellon Avenue to provide sanitary sewer service for five lots two of which are developed with single family homes. Due to field conditions and utility conflicts the alignment of the sanitary sewer main was adjusted, but this resulted in much of the pavement of the existing cartway being destroyed. It was necessary to restore this cartway on an emergency basis for public health and safety including vehicular and emergency vehicle access to the residences and to prevent soil erosion which adversely affects the drainage system in Cleveland Terrace at Mellon Avenue.

A proposal dated October 13, 2022 was received from Grabowski Construction, Inc. of 770 Northfield Avenue, West Orange, NJ 07052 to restore the cartway for \$40,317.00. I am adding a contingency for any unforeseen conditions of \$9,683.00 to bring the total amount to \$50,000.00.

In accordance with N.J.S.A. 40A:11-6, Emergency Contracts "Any contract may be negotiated or awarded for a contracting unit without public advertising for bids and bidding therefor, notwithstanding that the contract price will exceed the bid threshold when an emergency affecting the public health, safety or welfare requires the immediate delivery of goods or the performance of services." Pursuant to N.J.S.A. 40A:11.6a., I notified the Purchasing Agent of the need to perform a contract of an emergency nature to pave "upper" Mellon Avenue. I also indicated the estimated cost of \$50,000.00. Please see a copy of the memo dated November 1, 2022.

Attached is a Resolution which authorizes the appropriation and the work. Please contact me if you have any questions.

Very truly yours,
Leonard R. Lepore

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tb

Co: John Gross
Richard Trenk
Zayibeth Carballo
Linda Grabowski

RESOLUTION

WHEREAS, Matrix New World (“Matrix”) responded to the Township’s Request for Professional Services to conduct project management and site inspection services for Township owned property at 750 Eagle Rock Avenue, Block 174, Lot 1; and

WHEREAS, Matrix will complete a site inspection to confirm that all material (debris pile) were removed as per site inspection conducted on October 24, 2022; and

WHEREAS, Matrix will review all documentation associated with the removal of materials to ensure proper removal and off-site disposal; and

WHEREAS, Matrix has submitted the proposal annexed hereto as “Exhibit A” to conduct project management and site inspection services with regard to the property; and

WHEREAS, the firm Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C. prepared a proposal dated January 18, 2023 to provide a project management and site inspection services in the amount of \$4,250.00; and

WHEREAS, the Municipal Engineer finds the proposal acceptable; and

WHEREAS, sufficient funds exist for this work; and

WHEREAS, the Township Council concurs in the foregoing

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that a Professional Services contract be awarded to Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C., 26 Columbia Turnpike, Florham Park, New Jersey 07932, to provide professional services for project management and site inspection services in accordance with their proposal dated January 18, 2023 for a fee not to exceed \$4,250.00.

**Karen J. Carnevale, RMC,
Municipal Clerk**

Tammy Williams, Council President

Adopted: January 24, 2023

I certify funds are available from:

**Account Number
Capital Budget
\$4,250.00**

John O. Gross, Chief Finance Officer

January 18, 2022

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

**RE: PROFESSIONAL SERVICES PROPOSAL
CRESTMONT COUNTRY CLUB
750 EAGLE ROCK AVENUE AND
LAUREL AVENUE
BLOCK 174, LOT 1
WEST ORANGE, NEW JERSEY 07052
MATRIX NO. 21-640**

Dear Mr. Gross:

At your request, Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C. (Matrix) is pleased to provide the Township of West Orange (Client) this proposal for professional services at Crestmont County Club located at 750 Eagle Rock Avenue and Laurel Avenue in West Orange, New Jersey (Site).

SCOPE OF SERVICES

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

ITEM 1: PROJECT MANAGEMENT AND SITE INSPECTIONS

Matrix will complete a Site inspection to confirm all material was removed. During the Site inspection, Matrix will photo document the area. In addition, to the Site inspection, Matrix will review all documentation associated with the removal of the materials to ensure it was properly removed and disposed of off-site. This task includes the costs that were accrued during the Site Inspection that was conducted with the Chief of Police for West Orange and Wayne DeFeo on October 24, 2022.

LUMP SUM: \$4,250.00

ASSUMPTIONS AND EXCLUSIONS

This proposal is based on the following assumptions:

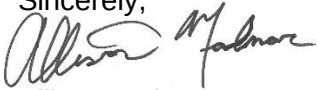
- Access will be provided to the site;
- All field work will be completed in Level D personal protective equipment;
- No additional assessment or investigation activities or LSRP documents beyond the activities identified in the scope of work are included;
- All work will be completed during normal business hours;
- Costs exclude any NJDEP inspections;
- Costs do not include any additional NJDEP notification or reporting fees; and
- All external costs will be charged at cost plus 15%.

The work will be completed in accordance with the attached Terms and Conditions (Attachment 1) on a time and materials basis at the rates referenced on the attached fee schedule (Attachment 2). Matrix is

prepared to begin work on this project immediately after receipt of notice to proceed. The return of a signed copy of this proposal shall constitute authorization to proceed.

We thank you for the opportunity to be of service to you on this project. If you have any questions or require any additional information, do not hesitate to contact me at (973) 240-1800 or at amolnar@mnwe.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Allison Molnar", written in a cursive style.

Allison Molnar
Project Manager

PROPOSAL ACCEPTANCE

The signature below, by a duly authorized representative of Client, indicates acceptance of the above referenced proposal and all attachments including the Terms and Conditions without exception. Acceptance is limited to the terms stated in this proposal, and any additional or different terms are rejected unless expressly agreed to in writing by Matrix.

Susan McCartney*Name (please print)*

Mayor*Title (please print)*

Signature

Township of West Orange*Company Name (please print)*

973-325-4100*Phone Number*

smccartney@westorange.org*E-mail Address*

1.24.23*Date***Contact Information for Invoice (if different than above):**

Name (please print)

Title (please print)

Signature

Company Name (please print)

Street Address, City, State, Zip

Phone Number

E-mail Address

Date

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, consistent with the applicable standard of care, 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 an estimated range, Matrix shall provide CLIENT with an exact cost as soon as it can be determined.

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. Matrix shall be entitled to rely upon the accuracy and completeness of services and information furnished by the CLIENT and CLIENT's consultants.

The CLIENT will advise Matrix of the nature and extent of any 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.

Unless otherwise specifically provided in this agreement, Matrix and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the project site.

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 collection and court costs, disbursements, staff time expended for court appearances and depositions, 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 by Matrix and its consultants in connection with the specific project, including those in electronic form, are Instruments of Service to be used solely with respect to this Project. Matrix and its consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights including copyright.

Upon execution of Agreement, Matrix grants to CLIENT a non-exclusive license to reproduce the Instruments of Service solely for the purposes of constructing, using, and maintaining the Project, provided that CLIENT shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. CLIENT shall not assign, delegate, sub-license, pledge or otherwise transfer any license granted herein to any other party without the prior written agreement of Matrix.

Any unauthorized use and/or use of the Instruments of Service in violation of this Agreement, shall be at CLIENT'S sole risk and without liability to Matrix and its consultants, and CLIENT shall defend and indemnify MATRIX and its consultants against any claim and damages arising from such unauthorized use. The terms of this Section shall apply unless and until it is adjudged by a court of competent jurisdiction that CLIENT rightfully terminated this Agreement for cause under Section 19.

If and upon the date that Matrix is adjudged in default of this agreement by a court of competent jurisdiction, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting CLIENT to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

If set forth in the Proposal, the Instruments of Service shall become the co-owned 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 AND HIDDEN CONDITIONS

Matrix will conduct the research that in our exclusive professional opinion is a reasonable precaution to locate utility lines and other man-made objects that may exist beneath the project site surface. The CLIENT recognizes that Matrix's research may not identify all subsurface utilities or other subsurface objects, and therefore the CLIENT agrees to release, hold Matrix harmless and indemnify and pay for damages to underground utilities/structures and/or other damages related to construction activities, worker health/safety, schedule delays, etc. Which may be attributable to underground objects which are not identified by the CLIENT or third parties or correctly shown on plans furnished by the CLIENT or third parties.

In the event that the services provided by Matrix are for renovations and/or addition to an existing structure, there may exist existing conditions which cannot be identified or verified without expending great sums of money and/or destroying portions of the building. CLIENT agrees that Matrix shall not be responsible for damages or additional costs which arise out of hidden conditions not identified and/or located by Matrix.

In the event that the services provided by Matrix involve the investigation of, or assumptions about, subsurface conditions of any kind, the CLIENT recognizes that subsurface conditions may vary from those encountered at the location where, and at the time when, borings, sampling, or testing is performed by Matrix and that the data provided by Matrix are based solely on the information available to Matrix. The CLIENT agrees to release, defend 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 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 Services 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 authorizes 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 measures.

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, reporting or responding to 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.

Matrix shall not have control over or charge of and shall not be responsible for the acts or omissions of CLIENT and/or Builder/Contractor, subcontractors, consultants or their agents or employees, or of any other persons or entities performing portions of the Work. Matrix shall not supervise, direct or have control over the contractor(s) work, nor shall Matrix have any authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction selected by the contractor(s), or for any safety precautions or programs incident to the work of the contractor(s), or for any failure of the contractor(s) in furnishing or performing its(their) work. Matrix neither guarantees the performance of any construction contracts by contractor(s), nor assumes responsibility or liability for the contractor's(s') failure to furnish or perform its (their) work in accordance with the applicable contract documents.

When provided, and unless otherwise expressly provided in the Scope of Services, field visits are to observe the progress and general quality of the work completed by the contractor. Unless expressly stated otherwise, such visits and observation are not intended to be an inspection of the quality or quantity of the Contractor's work but rather are solely intended to allow this office to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Construction Documents directly related to this office's scope of services. During or as a result of these site visits, this office shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. Unless required in this Agreement, material testing and inspection shall be provided by a material testing and testing agency retained by others.

Section 10: INDEPENDENT CONTRACTOR

Matrix shall be an independent contractor in performing the Services and shall not act as an 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 insurance as follows: 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. Upon request, Matrix shall provide insurance certificates illustrating the coverage herein.

CLIENT shall require the contractor(s) hired for the project to maintain general liability insurance (including coverage for premises, personal injury, property damage, completed operations, and contractual liability) naming CLIENT, Matrix and its consultants and employees, as additional insureds.

Matrix may terminate services if proof of additional insured status is not provided prior to the start of construction without any liability to CLIENT for resulting damages, whether due to delay or otherwise.

Section 13: INDEMNITY

A. Matrix

Matrix agrees to indemnify and hold harmless CLIENT from and against any damages (including legal fees and costs of investigation where recoverable by law) to the actual extent of negligence of Matrix in the 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.

B. CLIENT

The CLIENT, agrees to indemnify and hold harmless Matrix from and against any damages, (including legal fees and costs of investigation where recoverable by law) to the actual extent of negligence of the CLIENT, or anyone directly or indirectly employed by the CLIENT, in 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, consultants (including subcontractors) 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 parent, subsidiary or affiliate of Matrix, or any of their respective officers, directors, shareholders, partners, principals, members, managers, beneficiaries, employees, consultants (including sub-contractors) or agents. Any provision in this Agreement that inures to the benefit of Matrix shall also inure to the benefit of Matrix's officers, directors, shareholders, partners, principals, members, managers, beneficiaries, employees, consultants (including sub-contractors) 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. Matrix disclaims, and the CLIENT waives, any implied warranties of merchantability or fitness for a particular purpose with respect any equipment or other personal property procured by Matrix and provided to the CLIENT as part of any Services.
- E. Matrix and CLIENT agree that, to the extent any damages are covered by property insurance during construction, or afterwards, Matrix and CLIENT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. Matrix and CLIENT, as appropriate, shall require of the contractors, sub-consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.
- F. CLIENT recognizes and expects certain Change Orders may be required due, in whole or in part to omissions, ambiguities, or inconsistencies in the Drawings, specifications, and other design documentation furnished by Matrix or as a result of the other professional services performed or furnished by Matrix under this Agreement, and that Matrix is not responsible for the costs associated with these Change Orders to the extent Change Orders include any cost that CLIENT would have incurred if the covered Change Order work had been included originally in the Drawings, specifications, and other design documentation, without any omission, ambiguity, or inconsistency in the Construction Documents.
- G. 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 of Matrix(in whole or in part), including but not limited to negligence, strict liability or breach of contract of Matrix.

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 and CLIENT shall not assign the Agreement in whole or part without the written consent of the other, except that CLIENT may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the CLIENT'S rights and obligations under this Agreement, including full payment of all sums due for services rendered. Matrix shall only execute consents reasonably required to facilitate such assignment. Matrix in no way is prohibited from retaining consultants or subcontractors, or 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

Nothing in this Agreement shall be construed to create a cause of action in favor of any third parties, it being the express intent not to create any third-party beneficiaries to this Agreement..

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' written 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' written 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 AND VENUE

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 any other claims related to the Agreement. Any litigation arising from this Agreement shall be venued in the Superior Court of New Jersey, Morris County.

2022 FEE SCHEDULE

TITLE	HOURLY RATE
Executive Engineer	\$290.00
Principal	\$250.00
Senior Technical Director	\$220.00
Senior Project Manager	\$210.00
Technical Director	\$200.00
Senior Technical Manager	\$190.00
Project Manager	\$180.00
Senior Project Professional	\$170.00
Project Professional	\$160.00
Senior Project Specialist	\$155.00
Project Specialist	\$150.00
Senior Technical Professional	\$140.00
One-Man Robotic Crew	\$130.00
Senior Technical Specialist	\$125.00
Technical Specialist	\$115.00
Senior Data/Field Specialist	\$110.00
Second Survey Crew Member	\$110.00
Data/Field Specialist	\$100.00
Senior Technical Assistant	\$95.00
Technical Assistant	\$90.00
Junior Technical Assistant	\$85.00
Junior Data/Field Technician	\$75.00
Data Entry Specialist	\$65.00

2022 REIMBURSABLE EXPENSES

ITEM	FEE
Black & White Copy 8½ x 11	\$0.20/sheet
Black & White Copy 8½ x 14	\$0.30/sheet
Black & White Copy 11 x 17	\$0.40/sheet
Black & White Copy 18 x 24	\$1.45/sheet
Black & White Copy 24 x 36	\$2.85/sheet
Black & White Copy 30 x 42	\$4.25/sheet
Color Copy 8½ x 11	\$0.40/sheet
Color Copy 11 x 17	\$0.80/sheet
Color Copy 24 x 36	\$27.00/sheet
Color Copy 30 x 42	\$40.00/sheet
Mylar 24 x 36	\$27.00/sheet
Mylar 30 x 42	\$40.00/sheet
CD	\$50.00/disc
Robotic per diem	\$250.00
Scanner per diem	\$400.00
Subconsultants	115% of cost
Out-of-pocket expenses	115% of cost

Additional reimbursables include, but are not limited to, delivery expenses and mileage, charged at Federal prevailing rates.

**AN ORDINANCE CREATING CHAPTER 2, SECTION 62 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE, ENTITLED
“OLDER ADULTS ADVISORY BOARD”**

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex and State of New Jersey, that there shall be created a Chapter 2, Section 62 of the Revised General Ordinances of the Township of West Orange, which shall provide as follows:

2-62 OLDER ADULTS ADVISORY BOARD.

2-62.1 Purpose.

The Township of West Orange has established an Older Adults Advisory Board (“Board”) to serve as a volunteer advisory committee to the Mayor and Township Council with regard to issues affecting the safety, welfare, health, finances, transportation, social interaction, housing, and quality of life for Older Adults and their caregivers. The Board shall provide information on any issues of importance to older adults in the Township. It shall also serve as an information source with regard to Older Adults and aging topics.

2-62.2 Mission.

The Township strives to identify a continuum of services for persons 55 years young and older to enhance their quality of life and act in an advisory capacity concerning matters related to their physical, emotional and economic wellbeing. The Township endeavors to encourage Older Adults to participate in all aspects of community life to the best of their abilities, recognizing cultural diversity, being responsive and respectful, and promoting dignity and well-being for not only Older Adults but all individuals in support of the Township as an Age-Friendly Community.

2-62.3 Membership.

The Board shall consist of nine (9) members, each of whom shall be a bona fide resident of the Township of West Orange, and each of whom shall be appointed as follows:

- a. Four (4) members appointed by the Mayor; and
- b. One (1) member appointed by each Township Councilperson for a total of five (5).

2-62.4 Term and Attendance.

All members of the Board are expected to attend each meeting whenever possible. In addition, members:

- a. Shall serve for a term of one (1) year and may be reappointed.

- b. Shall serve until a successor is appointed, and any vacancy shall be filled for the remainder of the unexpired term only.
- c. Shall be commissioned, and shall resign, by the submission of a letter to the Township Clerk's office. All vacancies shall be filled as quickly as possible.

2-62.5 Organizational Structure.

- a. The Board may adopt bylaws to govern its general operation provided that the bylaws, and any subsequent amendments, are approved in advance by resolution of the Township Council.
- b. The Mayor shall appoint a Chairperson and Vice Chairperson.
- c. The Board shall meet at least six times per year.
- d. Meetings will take place in a Township facility.
- e. Minutes of each meeting of the Board shall be taken to serve as a public record. Approved minutes shall be sent to the Municipal Clerk, Mayor and Township Council.

2-62.6 Assistance.

The Board shall have the ability to request and to obtain assistance from the Township to fulfill its functions, as follows:

- a. Submit a written request to the Mayor and Township Council for consideration of a budget appropriation as part of the Township annual budget process;
- b. recommend to the Township improvements to the website, social media and other electronic-communication methods such as e-mail or text, to post relevant information, either directly or through designated Township employees or contractors;
- c. Recommend to the Township grants which the Township may seek;
- d. Request assistance and advice from time to time from the Township, as reviewed and directed by the Mayor or his/her designated representative;

2-62.7 Functions.

The functions of the Board shall be as follows:

- a. Liaison with all Older Adults and all existing Older Adult groups and analysis of issues affecting the safety, health, welfare and quality of life of Older Adults in the Township and identify any barriers to programs and service access;

- b. Recommendations to the Mayor and Township Council regarding initiatives and policies designated to enhance the safety, welfare and quality of life of Older Adults in the Township;
- c. Participation, when authorized by the Mayor, in appropriate regional activities relating to the safety, welfare and quality of life of Older Adults in the Township;
- d. Dissemination of relevant information to, and promotion of discussions among, Township Older Adults and their caregivers through communication methods and meetings; and
- e. Development of annual report and presentation to inform the Mayor, Township Council and the general public of the Board's activities, progress, and, if any, expenditures. The report shall be submitted to the Mayor and Township Council no later than March 31 of the calendar year following the Board's activities, and advise the general public as to upcoming events and issues during the new year.

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.

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.

EFFECTIVE DATE

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

Tammy Williams
Council President

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

Susan McCartney
Mayor

Introduced: January 10, 2023

Adopted: January 24, 2023

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

Legislative History

The Township of West Orange has long provided significant attention and services to its Older Adults, in recognition of their importance to the community. This legislation is designed to create a board for the purpose of further contributing to this effort by focusing on issues affecting Older Adults and their caregivers, as well as advising the Mayor and Township Council.

As the U.S. population ages, attention and services to our Older Adults are growing in importance to our society. A key element of this trend is the emergence of the approach known as “Aging In Place,” which seeks to strengthen our society and improve the quality of life and independence of Older Adults with services, living arrangements and social lives that leverage and benefit the communities where they live.

BOND ORDINANCE PROVIDING FOR PHASES II(b), III(b), IV, V and VI OF THE LOCAL UNIT'S ALLOCABLE SHARE OF THE FLOOD MITIGATION FACILITIES PROJECT OF THE JOINT MEETING OF ESSEX AND UNION COUNTIES, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY (THE "LOCAL UNIT"); APPROPRIATING \$6,565,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$6,565,000 BONDS OR NOTES TO FINANCE THE COST THEREOF

BE IT ORDAINED AND ENACTED BY THE GOVERNING BODY OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), AS FOLLOWS:

SECTION 1. The improvements described in Section 3 of this bond ordinance are hereby authorized to be undertaken by the Joint Meeting of Essex and Union Counties (the "Joint Meeting") on behalf of the Township of West Orange, in the County of Essex, State of New Jersey (the "Local Unit") as general improvements. For the said improvements stated in Section 3, there is hereby appropriated the amount of \$6,565,000. Pursuant to the provisions of N.J.S.A. 40A:2-11(c) of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"), no down payment is required as this bond ordinance authorizes obligations for environmental infrastructure projects which are funded by loans from the New Jersey Infrastructure Bank (the "I-Bank") and the State of New Jersey, acting by or through the Department of Environmental Protection.

SECTION 2. For the financing of said improvements or purposes

described in Section 3 hereof and to meet the \$6,565,000 appropriation, negotiable bonds of the Local Unit are hereby authorized to be issued in the principal amount of \$6,565,000 pursuant to, and within all limitations prescribed by, the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Local Unit in a principal amount not exceeding \$6,565,000 are hereby authorized to be issued pursuant to, and within the limitations prescribed by, said Local Bond Law.

SECTION 3. The improvements hereby authorized and purposes for the financing of which said debt obligations are to be issued are for the Local Unit's allocable share of capital improvement projects being undertaken by the Joint Meeting for (a) the unfunded portion of Phase II of the Flood Mitigation Facilities Project (Co-Generation Upgrade) consisting of (i) upgrades to the existing Co-Generation Facility to power an Effluent Pumping Station, two stormwater pumping stations, and the Sludge Dewatering Facility, (ii) the acquisition and installation of two engine generator sets and associated equipment including all required electrical and instrumentational connections to integrate the new engines into the existing systems, (iii) the acquisition and installation of digester gas and natural gas piping to the new engines, (iv) construction of a new substation at the Sludge Dewatering Facility, and (v) the installation of medium voltage connections to the Co-Generation grid ("Phase II(b)"); (b) the unfunded portion of Phase III of the Flood Mitigation Facilities Project (Main Treatment Plant Walls) consisting of, but not limited to, the construction of reinforced concrete flood protection walls around the Main Treatment Plant site including, but not limited to, the installation of four (4) flood protection swing gates, the demolition of the existing guard house and

the construction of a new guard house, the construction of five (5) storm sewer isolation chambers with sluice gates and electric actuators, the realignment and repaving of various treatment plant roadways, the construction of a new emergency access roadway, the relocation and protection of existing utilities, and associated grading and site restoration ("Phase III(b)"); (c) Phase IV of the Flood Mitigation Facilities Project (Stormwater Pumping Station) consisting of the rehabilitation of the existing Army Corps of Engineers (ACOE) Stormwater Pumping Station including the removal of existing equipment, modifications to the existing pumping station structure, installation of three (3) new storm water pumps and discharge piping, replacement of two (2) existing sluice gates, installation of two (2) new sluice gates, modifications to the existing storm water piping influent to the pumping station, replacement of storm water inlet gratings, installation of a new seal water service to the pumping station, installation of new electrical power to the pumping station, and site restoration ("Phase IV"); (d) Phase V of the Flood Mitigation Facilities Project (Biosolids Site Wall) consisting of the construction of reinforced concrete flood walls on piles with steel sheeting subsurface cut-off walls around the four (4) sides of the Biosolids Facilities Site including installation of flood gates for vehicular access, modifications to the existing entrance roadways, construction of stormwater facilities to redirect on-site stormwater to the proposed Biosolids Stormwater Pumping Station, and coordination with and/or relocation of various utilities within the project area ("Phase V"); and (e) Phase VI of the Flood Mitigation Facilities Project (Biosolids Stormwater Pumping Station) consisting of a below ground reinforced concrete stormwater pumping station for the Biosolids Facilities Site including modifications to the site stormwater collection system to redirect the flow

of on-site stormwater into the pumping station, installation of submersible stormwater pumps and associated piping, valves, electrical and instrumentation equipment, and site restoration ("Phase VI" and together with Phase II(b), Phase III(b), Phase IV, and Phase V, the "Project").

a. All improvements shall include, as applicable, all work, materials, equipment, engineering services and design, architectural services and designs, surveying, environmental consulting work, environmental testing and remediation, preparation of plans and specifications, governmental permits, bid documents, conducting and preparation of reports, plans, analysis, and studies, equipment rental, labor and appurtenances necessary therefore or incidental thereto.

b. The aggregate estimated maximum amount of bonds or notes to be issued by the Local Unit for said improvements or purposes is \$6,565,000.

c. The aggregate estimated cost of said improvements or purposes to be paid by the Local Unit is \$6,565,000.

SECTION 4. In the event the United States of America (including the Federal Emergency Management Agency ("FEMA")), the State of New Jersey, and/or the County of Essex make a loan, contribution or grant-in-aid to the Local Unit for the improvements authorized hereby and the same shall be received by the Local Unit prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America (including FEMA), the State of New Jersey, and/or the County of Essex. In the event, however, that any amount so loaned, contributed or granted by the United States of America (including FEMA), the State of New Jersey, and/or the

County of Essex shall be received by the Local Unit after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply however, with respect to any contribution or grant in aid received by the Local Unit as a result of using such funds from this bond ordinance as “matching local funds” to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Local Unit, provided that no bond anticipation note shall mature later than one (1) year from its date, unless such bond anticipation notes are permitted to mature at such later date in accordance with the provisions of the New Jersey Infrastructure Trust Act, N.J.S.A. 58:11B-1 (“NJIT Act”). The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer of the Local Unit shall determine all matters in connection with the bond anticipation notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time in accordance with the provisions of Section 8.1 of the Local Bond Law and, as applicable, the provisions of the NJIT Act. The Chief Financial Officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale at not less than par and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial officer is

directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, and the maturity schedule of the bond anticipation notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Local Unit hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Local Unit is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

a. The purposes described in Section 3 of this bond ordinance are not current expenses and are improvements which the Local Unit may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

b. The average period of usefulness of said improvements or purposes within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 30 years.

c. The supplemental debt statement required by the Local Bond

Law has been duly made and filed in the Office of the Clerk of the Local Unit and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services within the Department of Community Affairs of the State of New Jersey, and such statement shows that, while the net debt of the Local Unit determined as provided in said Local Bond Law is not increased by this bond ordinance, the gross debt of the Local Unit, as defined in the Local Bond Law, is increased by the authorization of the bonds and notes provided for in this bond ordinance by \$6,565,000 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

d. An aggregate amount not exceeding \$1,150,326 for items of expense listed in and permitted under section 20 of the Local Bond Law is included in the estimated cost indicated herein for the improvements hereinbefore described.

e. In accordance with N.J.S.A. 40:63-134, bonds authorized and issued by the Local Unit to finance improvements or works for the Joint Meeting shall not be taken to be included within or governed by any limitation fixed by law to the amount of bonds authorized to be issued by the Local Unit.

SECTION 8. The full faith and credit of the Local Unit are hereby pledged to the punctual payment of the principal of and the interest on the debt obligations authorized by this bond ordinance. The debt obligations shall be direct, unlimited obligations of the Local Unit, and the Local Unit shall be obligated to levy *ad valorem* taxes upon all the taxable property located within the Local Unit for the payment of the principal of and the interest thereon without limitation as to rate or amount.

SECTION 9. The Local Unit reasonably expects to reimburse any

expenditures toward the costs of the improvements or purposes described in Section 3 hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. This Section 9 is intended to be and hereby is a declaration of the Local Unit's official intent to reimburse any expenditure toward the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations Section 150-2.

SECTION 10. The Local Unit covenants to maintain the exclusion from gross income under section 103(a) of the Internal Revenue Code of 1986, as amended, of the interest on all bonds and notes issued under this ordinance on a tax-exempt basis.

SECTION 11. Upon adoption hereof, the Clerk of the Local Unit shall forward certified copies of this bond ordinance to Everett M. Johnson, Esq., Wilentz, Goldman & Spitzer, P.A., bond counsel to the Local Unit, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication hereof after final adoption, as provided by the Local Bond Law.

**ADOPTED ON FIRST READING
DATED: January 24, 2023**

**KAREN J. CARNEVALE, Clerk
Township of West Orange**

**TAMMY WILLIAMS,
Council President
Township of West Orange**

**ADOPTED ON SECOND READING
DATED: February 7, 2023**

**KAREN J. CARNEVALE, Clerk
Township of West Orange**

**TAMMY WILLIAMS,
Council President
Township of West Orange**

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2023.

**SUSAN MCCARTNEY, Mayor
Township of West Orange**

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

PUBLIC NOTICE

NOTICE OF PENDING BOND ORDINANCE AND SUMMARY

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") on January 24, 2023. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body of the Township to be held at the Township Municipal Building, 66 Main Street, West Orange, New Jersey, in said County, on February 7, 2023 at 7:00 p.m. During the week prior to and up to and including the date of such meeting, copies of the full bond ordinance will be available at no cost and during regular business hours at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR PHASES II(b), III(b), IV, V and VI OF THE LOCAL UNIT'S ALLOCABLE SHARE OF THE FLOOD MITIGATION FACILITIES PROJECT OF THE JOINT MEETING OF ESSEX AND UNION COUNTIES, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY (THE "LOCAL UNIT"); APPROPRIATING \$6,565,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$6,565,000 BONDS OR NOTES TO FINANCE THE COST THEREOF

Purpose(s): The bond ordinance provides for the Local Unit's allocable share of a Flood Mitigation Facilities Project (the "Project") being undertaken by the Joint Meeting for (a) the unfunded portion of Phase II of the Project (Co-Generation Upgrade) consisting of upgrades to the existing Co-Generation Facility; (b) the unfunded portion of Phase III of the Project (Main Treatment Plant Walls) consisting of, but not limited to, the construction of reinforced concrete flood protection walls around the Main Treatment Plant site; (c) Phase IV of the Project (Stormwater Pumping Station) consisting of the rehabilitation of the existing Army Corps of Engineers (ACOE) Stormwater Pumping Station; (d) Phase V of the Project (Biosolids Site Wall) consisting of the construction of reinforced concrete flood walls on piles with steel sheeting subsurface cut-off walls around the four (4) sides of the Biosolids Facilities Site; and (e) Phase VI of the Flood Mitigation Facilities Project (Biosolids Stormwater Pumping Station) consisting of a below ground reinforced concrete stormwater pumping station for the Biosolids Facilities Site.

Appropriation: \$6,565,000

**Bonds/Notes
Authorized:** \$6,565,000

**Section 20
Costs:** \$1,150,326

Useful Life: 30 years

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

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

PUBLIC NOTICE

NOTICE OF BOND ORDINANCE ADOPTION AND SUMMARY

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") on February 7, 2023 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such bond ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full bond ordinance are available at no cost and during regular business hours at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR PHASES II(b), III(b), IV, V and VI OF THE LOCAL UNIT'S ALLOCABLE SHARE OF THE FLOOD MITIGATION FACILITIES PROJECT OF THE JOINT MEETING OF ESSEX AND UNION COUNTIES, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY (THE "LOCAL UNIT"); APPROPRIATING \$6,565,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$6,565,000 BONDS OR NOTES TO FINANCE THE COST THEREOF

Purpose(s): The bond ordinance provides for the Local Unit's allocable share of a Flood Mitigation Facilities Project (the "Project") being undertaken by the Joint Meeting for (a) the unfunded portion of Phase II of the Project (Co-Generation Upgrade) consisting of upgrades to the existing Co-Generation Facility; (b) the unfunded portion of Phase III of the Project (Main Treatment Plant Walls) consisting of, but not limited to, the construction of reinforced concrete flood protection walls around the Main Treatment Plant site; (c) Phase IV of the Project (Stormwater Pumping Station) consisting of the rehabilitation of the existing Army Corps of Engineers (ACOE) Stormwater Pumping Station; (d) Phase V of the Project (Biosolids Site Wall) consisting of the construction of reinforced concrete flood walls on piles with steel sheeting subsurface cut-off walls around the four (4) sides of the Biosolids Facilities Site; and (e) Phase VI of the Flood Mitigation Facilities Project (Biosolids Stormwater Pumping Station) consisting of a below ground reinforced concrete stormwater pumping station for the Biosolids Facilities Site.

Appropriation: \$6,565,000

**Bonds/Notes
Authorized:** \$6,565,000

**Section 20
Costs:** \$1,150,326

Useful Life: 30 years

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

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

CERTIFICATE OF INTRODUCTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a regular meeting of the Township Council of the Township duly called and held on January 24, 2023 at 7:00 p.m. at the Township Municipal Building, 66 Main Street, West Orange, New Jersey and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body of the Township and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this _____ day of _____, 2023.

(SEAL)

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

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

CERTIFICATE OF FINAL ADOPTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a regular meeting of the Township Council of the Township duly called and held on February 7, 2023 at 7:00 p.m. at the Township Municipal Building, 66 Main Street, West Orange, New Jersey and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this _____ day of _____, 2023.

(SEAL)

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

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

CLERK'S CERTIFICATE AS TO ADOPTION OF BOND ORDINANCE

I, KAREN J. CARNEVALE, DO HEREBY CERTIFY that I am the Clerk of the Township of West Orange, in the County of Essex (the "Township"), a municipal corporation organized and existing under the laws of the State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the Township. In such capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the Township and the records relative to all resolutions and ordinances of the Township. The representations made herein are based upon the records of the Township. I DO HEREBY FURTHER CERTIFY THAT:

(1) Attached hereto is the bond ordinance introduced on January 24, 2023 and finally adopted on February 7, 2023 by the Township Council of the Township and approved by the Mayor on _____, 2023.

(2) After introduction, the bond ordinance was published as required by law on _____, 2023 in _____ (insert name of newspaper).

(3) Following the passage of the bond ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the Township at the place where public notices are customarily posted, a copy of said bond ordinance or a summary thereof and a notice that copies of the bond ordinance would be made available to the members of the general public of the Township who requested copies, up to and including the time of further consideration of the bond ordinance by the governing body of the Township. Copies of the bond ordinance were made available to all who requested same.

(4) After final passage, the bond ordinance was duly approved by the Mayor on _____, 2023 and was duly published as required by law on _____, 2023 in _____(insert name of newspaper). No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body of the Township or to me or filed in my office within twenty (20) days after said publication or at any other time after the final passage thereof.

(5) The bond ordinance has not been amended, added to, altered or repealed and said bond ordinance is now in full force and effect.

(6) A certified copy of the bond ordinance and a copy of the amended capital budget form have been filed with the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs, as applicable.

(7) An impression of the official seal of the Township is affixed opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this _____ day of _____, 2023.

(SEAL)

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

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

**CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT
FOR BOND ORDINANCE**

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by John Gross, the Chief Financial Officer of the Township, as of January 24, 2023, that such Supplemental Debt Statement was filed in my office on January 24, 2023 and with the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs on _____, 2023.

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

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.

2710-23

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
SEE	APPENDIX 11 - POLICE OFFICERS ENGAGED IN APPROVED EXTRA DUTY EMPLOYMENT

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, or his/her designee, 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 that shall be strictly limited to employees hired prior to January 1, 2021. 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 or their surviving spouses eligible to receive limited post-employment health benefits shall be maintained.

SECTION 7. In order to maintain a competitive workforce and provide social equity in the workplace, the Council endorses the Administration's intention to award step credits to new and existing non-uniformed employees for recognized or previously unrecognized educational accomplishments, bi-lingual capabilities, state certifications, promotions, performance, work experience, and other criteria established by the Administration including social equity credits for an employee's household dependent minors, as an example.

SECTION 8. 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 9. This ordinance shall take effect upon final passage and publication in accordance with the laws of the state of New Jersey.

SUSAN MCCARTNEY, MAYOR

TAMMY WILLIAMS, COUNCIL PRESIDENT

Introduced: January 24, 2023

Adopted: February 7, 2023

Approved as to form and legality on the
basis of the facts set forth.

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

LEGISLATIVE HISTORY

Correction	J-2	2023	Calculation Error
Add	Employee Referral One-Time Stipend		Competitive Workforce Incentive
Adjustment	Crossing Guard Hourly Rate		Equalize Steps to top step
Reclassify	Assistant Municipal Engineer		Separation of Engineering and DPW
Reclassify	Municipal Engineer Trainee		Separation of Engineering and DPW
Move	Assistant Municipal Administrator		Move from stipend to Director Level
Add	457 Plan Contribution in Lieu of Retirement Pension		Payment in Lieu of Retirement Plan Participation
Section 7(new)	Section to memorialize competitive salary plan		Endorsing step adjustment criteria, keeping employment competitive
Renumbered	RenumberedRenumbered as Section 8		RenumberedRenumbered as Section 8
Renumbered	Renumbered Renumbered as Section 9		Renumbered Renumbered as Section 9
Move	Appendix 11 - Extra Duty Employment Rates		From General Ordinances to Salary Ordinance

**AN ORDINANCE AMENDING CHAPTER 5, SECTION 34.3 AND SECTION 34.6 OF
THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(LICENSED CANNABIS ENTITIES)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5 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 update the provision of the Municipal Code of the Township of West Orange governing the local licensing requirements and zoning conditions for Licensed Cannabis Entities within the Township of West Orange to: (i) clarify that it shall be unlawful for any individual or entity to distribute cannabis or cannabis products that do not have a license from the New Jersey Cannabis Regulatory Commission and a local license from the Township of West Orange, including any gifting of cannabis or cannabis produce; (ii) provide that all Licensed Cannabis Entities holding a local license, must submit a renewal application not less than sixty (60) days before the expiration of the local license; (iii) extend the existing distance from the property line of any property with a school building for which the operation of a Cannabis Entity is prohibited from 100 feet (100') to 200 feet (200'); (iv) add an additional condition whereby a Cannabis Entity shall not be allowed to operate within 200feet (200') from a house of worship; and (v) clarify the parking requirements for Licensed Cannabis Entities; and (v) provide reference to the Township Municipal Code provisions governing the standards and criteria for commercial signage for Cannabis Entities.

II. CHAPTER 5, SECTION 34.3 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-34.3 Local License Required; Violations and Penalties.

It shall be unlawful for any individual or entity to distribute cannabis or cannabis products except for a Licensed Cannabis Entity acting within the scope of a license issued by both the Commission and within the scope of a Local License in accord with this section.

Pursuant to N.J.S.A. 24:6I-45 (c)(2) of the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act, no Licensed Cannabis Entity shall be allowed to operate within the Township of West Orange until such person or entity shall be licensed and registered in accord with this section.

For violation of any provision of this subsection, penalties shall be in accordance with Chapter **1**, § **1-5**.

5-34.4 Local License Standards and Limitations.

- (b) The total number of Class 5 and Class 6 Targeted Microbusinesses shall not exceed three (3).
- (c) The total number of Licensed Cannabis Entities shall not exceed seven (7).

III. CHAPTER 5, SECTION 34.6 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-34.6 License Term, Transferability, and Renewal.

- a. All licenses shall be issued for the term of one_year(s) and shall expire one year(s) after the date of issuance.
- b. Licenses shall not be transferable, assignable, or divisible. Any change in ownership shall be subject to approval by the Township Council.
- c. All Licensed Cannabis Entities shall submit their applications for renewal no later than sixty (60) days before the expiration of the license. In the event, that the renewal application is not timely submitted and the Licensed Cannabis Entity holds one of the limited number of Local Licenses identified in Chapter 5, Section 34.4(b), the Township may or may not accept new applications for that Local License.

IV. CHAPTER 25, SECTION 24.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

25-24.2 Conditional Uses.

- b.** Specific Requirements. Subject to the stipulations, guiding principles and conditions contained in this section, the Planning Board shall have the power to grant conditional uses authorized by the Table of District Regulations, in specified districts, as follows:

2. Business and Industrial Districts.

(o) Licensed Cannabis Entities. Licensed Cannabis Retailers and Licensed Medical Cannabis Dispensaries shall be permitted as a conditional use in the B-1, B-2, and I Districts. All other Licensed Cannabis Entities shall be permitted as a conditional use in the I Districts. These conditional uses shall be subject to the following conditions:

- (1) The Licensed Cannabis Entity shall be required to have a Local License pursuant to Chapter 5, Section 34 of the Township of West Orange Municipal Code.
- (2) No Licensed Cannabis Entity shall be located within two hundred feet (200') from the property line of any property with a school building.

- (3) No Licensed Cannabis Entity shall be located within 200 feet (200') from the property line of any property with a house of worship, as defined under Chapter 25, Section 4.
- (4) All Licensed Cannabis Entities shall comply with the following Parking Requirements for Nonresidential Uses: (i) Licensed Cannabis Retailers shall comply with the minimum required number of parking spaces for Retail Stores and personal services stores or studios not separately listed; and (ii) all other Licensed Cannabis Entities shall comply with the minimum required number of parking spaces for Light industrial, laboratory and research uses.
- (5) No Licensed Cannabis Entity shall be housed in a vehicle or any movable or mobile structure.
- (6) No Licensed Cannabis Entity shall be allowed to operate as a Home Occupation.
- (7) Any signage for a Licensed Cannabis Entity shall be subject to the approval from either the Planning Board or the Zoning Board of Adjustment under the guidelines and standards governing commercial signs as set forth within the Township Municipal Code.
- (8) A Licensed Cannabis Entity shall meet of the required security measures as set forth in Chapter 5, Section 34 of the Township of West Orange Municipal Code.
- (9) Cannabis Consumption Areas, as defined in the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act, N.J.S.A. 24:6I-31, et. seq., shall be prohibited from all Licensed Cannabis Entities.

VI. CHAPTER 5, SECTION 34.5(a) SHALL BE AMENDED TO ADD AS FOLLOWS:

(a) To the Special Improvement District if the proposed location is within the Special Improvement District. Any applicant must file a certificate of service with the Township Clerk before consideration of the application.

VII. CHAPTER 5, SECTION 34.5(e) SHALL BE AMENDED TO ADD AS FOLLOWS:

(e) No property owner shall execute a consent for submission to obtain a local license for more than one (1) entity at a time at the same location. To the extent that the property owner executes an application and the proposed tenant or other occupant shall no longer have a right to obtain such property, the property owner shall notify the Township Clerk in writing within five (5) days of such termination or expiration.

VIII. CHAPTER 5, SECTION 34.8 SHALL BE AMENDED TO ADD AS FOLLOWS:

(f) Every licensed cannabis entity shall have not less than the following onsite parking:

- (i) Cannabis Retailers and medical cannabis dispensaries shall have not less than one (1) on-site parking space for every 250 square feet;
- (ii) Cannabis Cultivators, Cannabis Manufacturers, Cannabis Wholesalers and Medical Cannabis Manufacturers shall be subject to land use approval.

IX. 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.

X. 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.

XI. EFFECTIVE DATE

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

Karen J. Carnevale, R.M.C.

Susan McCartney, Mayor

Tammy Williams, Council President

Introduced: January 24, 2023

Adopted: February 7, 2023

Legislative History

The purpose of this ordinance is to update the provision of the Municipal Code of the Township of West Orange governing the local licensing requirements and zoning conditions for Licensed Cannabis Entities within the Township of West Orange to: (i) clarify that it shall be unlawful for any individual or entity to distribute cannabis or cannabis products that do not have a license from the New Jersey Cannabis Regulatory Commission and a local license from the Township of West Orange, including any gifting of cannabis or cannabis produce; (ii) provide that all Licensed Cannabis Entities holding a local license, must submit a renewal application not less than sixty (60) days before the expiration of the local license; (iii) extend the existing distance from the property line of any property with a school building for which the operation of a Cannabis Entity is prohibited from 100 feet (100') to 200 feet (200'); (iv) add an additional condition whereby a Cannabis Entity shall not be allowed to operate within 200feet (200') from a house of worship; and (v) clarify the parking requirements for Licensed Cannabis Entities; and (v) provide reference to the Township Municipal Code provisions governing the standards and criteria for commercial signage for Cannabis Entities.

RESOLUTION OF THE WEST ORANGE TOWNSHIP ABC BOARD

**RESOLUTION FOLLOWING N.J.S.A. 33:1-12.18 SPECIAL RULING RENEWING
ALCOHOLIC BEVERAGE RETAIL CONSUMPTION LICENSE #0722-33-068-016,
WILSHIRE HOSPITALITY SERVICES, LLC t/a WILSHIRE CATERING (Pocket),
FOR THE 2021-2022 LICENSE TERM.**

WHEREAS, NJ ABC Licensee #0722-33-068-016, Wilshire Hospitality Services, LLC, t/a Wilshire Catering (Pocket) (“the Licensee”) paid its Municipal Licensing Fee for the 2021-2022 Term, but failed to properly pay the State Fee on the ABC POSSE System; and

WHEREAS, the West Orange Board of Alcoholic Beverage Control renewed said License by Resolution No. 659-21, dated June 22, 2021, a copy of which is attached hereto as **Exhibit “A”**; and

WHEREAS, the Board then rescinded that License Renewal by Resolution #687-22, dated June 28, 2022, a copy of which is attached hereto as **Exhibit “B”**; and

WHEREAS, the Licensee subsequently filed an Application for a new License pursuant to N.J.S.A. 33:1-12.18 and a request to renew an inactive License (Pocket) pursuant to N.J.S.A. 33:1-12.39; and

WHEREAS, the Licensee received a Special Ruling from the Director of the Division of Alcoholic Beverage Control, James B. Graziano, on August 17, 2022; and

WHEREAS, the Licensee filed a new 12 Page Application for a new License and advertised said request; and

WHEREAS, the requirements for a new License pursuant to N.J.S.A. 33:12.18 and for the renewal of said License pursuant to N.J.S.A. 33:1-39 have been met.

IT IS THEREFORE, AND HEREBY IS, RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE SITTING IN ITS CAPACITY AS THE WEST ORANGE TOWNSHIP ABC BOARD, THAT:

- I. The required Special Ruling pursuant to N.J.S.A. 33:1-12.18 having been granted, the Township shall accept and process the request for the renewal of the inactive License Licensee #0722-33-068-016, Wilshire Hospitality Services, LLC, t/a Wilshire Catering (Pocket) (“the Licensee”) for the 2021-2022 term and shall renew that inactive License for the 2021-2022 Term.
- II. All other Resolutions denying said License for renewal or otherwise are rescinded.

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

Tammy Williams
Council President and ABC Board Chair

Adopted: January 24, 2023

Effective Date: January 24, 2023

RESOLUTION OF THE WEST ORANGE TOWNSHIP ABC BOARD

**RESOLUTION FOLLOWING ISSUANCE OF N.J.S.A. 33:1-12.39 SPECIAL RULING
RENEWING ALCOHOLIC BEVERAGE RETAIL CONSUMPTION LICENSE #0722-
33-068-016, WILSHIRE HOSPITALITY SERVICES, LLC
t/a WILSHIRE CATERING (Pocket), FOR THE 2022-2023 TERM**

WHEREAS, Wilshire Hospitality Services, LLC t/a Wilshire Catering (Pocket) has now paid all required fees for renewal of its inactive (Pocket) License for the 2022-2023 License Term; and

WHEREAS, the Licensee received a Special Ruling from the Director of the Division of Alcoholic Beverage Control, James B. Graziano, on August 17, 2022 granting relief pursuant to N.J.S.A. 33:12.39; and

WHEREAS, all of the requirements for a new inactive License (Pocket) for the 2022-2023 License Term have been met;

IT IS NOW THEREFORE RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE SITTING IN ITS CAPACITY AS THE WEST ORANGE TOWNSHIP ABC BOARD, THAT:

1. The Township acknowledges the Licensee's receipt of a Special Ruling pursuant to N.J.S.A. 33:1-12.39 from the Director of the Division of Alcoholic Beverage Control, James B. Graziano, on August 17, 2022 and shall accept and process the request for the renewal of the inactive License (Pocket) for the 2022-2023 term and shall issue the new License for that term.
- 2.

All other Resolutions inconsistent with this Resolution are hereby rescinded only to the extent of their inconsistency.

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

Tammy Williams
**Council President/
ABC Board Chairperson**

Adopted: January 24, 2023
Effective: January 24, 2023