

1. Conference Meeting Agenda

Documents:

[CA9.19.23.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 9.19.23.PDF](#)

3. Resolution(S)

3.I. 333-23

Documents:

[333-23 ESTABLISHING A LAND USE PLEDGE 9.19.23.PDF](#)

3.II. 334-23

Documents:

[334-23 RAFFLE LICENSES 9.19.23.PDF](#)

3.III. 335-23

Documents:

[335-23 RESOLUTION COMPETITIVE CONTRACT FOR ECONOMIC DEVELOPMENT COORDINATOR.PDF](#)

3.IV. 336-23

Documents:

[336-23 RESOLUTION COMPETITIVE CONTRACT FOR CANNABIS COORDINATOR.PDF](#)

3.V. 337-23

Documents:

[337-23 RESOLUTION TO RESCIND RES. 260-23 MIDOTWN SHUTTLE PROGRAM.PDF](#)

3.VI. 338-23

Documents:

[338-23 AGREEMENT-LENSLOCK-BODY WORN CAMERAS IN-CAR CAMERA AUDIO VIDEO RECORDING SYSTEMS AND RELATED SERVICES.PDF](#)
[338-23 ATTACHMENT.PDF](#)

3.VII. 339-23

Documents:

[339-23 THIRD QTR DUPLICATE PAYMENT 2023.PDF](#)

3.VIII. 340-23

Documents:

[340-23 PURCHASE OF TORO SAND PRO 3040 RAHN GROOMER WITH
SPRINGTINE SCARIFIER THROUGH ESCNJ CO-OP 2020.PDF](#)
[340-23 EXHIBIT A.PDF](#)

3.IX. 341-23

Documents:

[341-23 RESOLUTION AUTHORIZING PURCHASE A NEW HOLLAND
TRACTOR THROUGH ESCNJ CO-OP 2023.PDF](#)
[341-23 EXHIBIT A.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2812-23

Documents:

[2812-23 ORDINANCE GLEN RD AND OAKRIDGE RD AMEND PERMIT
PARKING 082223.PDF](#)

4.II. 2813-23

Documents:

[2813-23 BOND ORD. -3624250 VARIOUS CAPITAL IMPROVEMENTS
\(GRANTS\) - WEST ORANGE \(5_2023\)\(14000007.1\)-CLERK.PDF](#)

4.III. 2814-23

Documents:

[2814-23 BOND ORD. - 1990500 VARIOUS CAPITAL IMPROVEMENTS -
WEST ORANGE \(5_2023\)\(13999942.1\).PDF](#)

5. Ordinance(S) On First Reading

5.I. 2815-23

Documents:

[2815-23 RENT CONTROL ORDINANCE AMENDMENT \(RE-AUTHORIZATION\)
_REDLINED 9.12.23.PDF](#)

5.II. 2816-23

Documents:

[2816-23 WHEATLAND AVENUE PARKING YARD ORDINANCE-
REDLINED.PDF](#)

5.III. 2817-23

Documents:

[2817-23 - GAS LEAF BLOWERS \(REV-9.12.23\)-REDLINED.PDF](#)

5.IV. 2818-23

Documents:

[2818-23 OLDER ADULT ADVISORY BOARD.PDF](#)

5.V. 2819-23

Documents:

[2819-23 DRIVE-UP WINDOWS.PDF](#)

5.VI. 2820-23

Documents:

[2820-23 AMENDED TREE REMOVAL ORDINANCE-REDLINED - FINAL.PDF](#)

5.VII. 2821-23

Documents:

[2821-23 OLD INDIAN ROAD NO PASSING ZONE CHAPTER 7 SUBSECTION
7-31.PDF](#)

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, September 19, 2023
Meeting No. 22

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

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6:30 P.M.

- **Presentation: Suicide Prevention Month**

- **Council Liaison Announcements**

- **Public Meeting – 7:00 p.m.**

**PUBLIC MEETING AGENDA
Township of West Orange
66 Main Street – 7:00 p.m.
September 19, 2023
Meeting No. 22**

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

Invocation

1. Public Comment

2. *Consent Agenda

3. *Approval of Minutes of Previous Meeting – Public Meeting and Executive Session(s) 9.5.23 and 8.31.23 Work Session

4. *Report of Township Officers

- a. Update - W.O. Public Library Project – Peter Smeraldo, Assistant Business Administrator

7. *Reading of Petitions and Communications and Bids

8. *Bills – 9.19.23

9. *Resolutions

- a. **333-23** Resolution Establishing A Land Use Pledge Committing To Good, Planned And Thoughtful Land Use Decisions With The Intent Of Making The Township Of West Orange A Sustainable Community
- b. **334-23** Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
- c. **335-23** Resolution Authorizing the Competitive Contracting Process for a Professional and Experienced Economic Development Coordinator Firm to Function as the Township's Economic Development Coordinator (Reynolds)
- d. **336-23** Resolution Authorizing the Competitive Contracting Process for a Professional and Experienced Cannabis Coordinator (Reynolds)
- e. **337-23** Resolution To Rescind Resolution 260-23 For Midtown Direct Shuttle Bus Program (Reynolds)
- f. **338-23** Resolution Authorizing Execution of an Agreement with LensLock for Body Worn Cameras In-Car Camera Audio Video Recording Systems and Related Services (Reynolds)
- g. **339-23** Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to an Overpayment of Taxes Due to a Duplicate Payment (Longo)

- h. 340-23** Resolution Authorizing the Purchase of a Toro Sand Pro 3040 Rahn Groomer with Springtine Scarifier Through the Educational Services Commission of NJ Cooperative for the Department of Public Works (Reynolds)
- i. 341-23** Resolution Authorizing the Purchase of a New Holland Workmaster 50 2WD ROPS Tractor Through the Educational Services Commission of NJ Cooperative for the Department of Public Works (Reynolds)

10. Ordinances on Second and Final Reading

- a. 2812-23** An Ordinance Amending And Supplementing Chapter 7, Traffic, Subsection 7-46.2, Parking Prohibited During Certain Hours On Certain Days On Certain Streets Servicing Residential Land Uses, Except By Permit, And Subsection 7-46.3, Parking Time Limited During Certain Hours On Certain Days On Certain Streets Servicing Residential Land Uses, Except By Permit Of The Revised General Ordinances Of The Township Of West Orange (Carballo)
- b. 2813-23** Bond Ordinance Providing For Various 2023 Capital Improvements, By And In The Township Of West Orange, In The County Of Essex, State Of New Jersey, Appropriating \$3,624,250 Therefor And Authorizing The Issuance Of \$3,616,150 Bonds Or Notes Of The Township To Finance Part Of The Cost Thereof (Gross)
- c. 2814-23** Bond Ordinance Providing For Various 2023 Capital Acquisitions And Improvements, By And In The Township Of West Orange, In The County Of Essex, State Of New Jersey, Appropriating \$1,990,550 Therefor And Authorizing The Issuance Of \$1,895,500 Bonds Or Notes Of The Township To Finance Part Of The Cost Thereof (Gross)

11. Ordinances on First Reading

- a. 2815-23** An Ordinance Amending Chapter 15, Section 15-7 To Update The Township's Rent Control Ordinance (Legal-Trenk)
- b. 2816-23** An Ordinance Amending Chapter 7, Section 37.1 And Chapter 7, Section 50.3(H) Of The Revised General Ordinances Of The Township Of West Orange (Regulation For The Movement And Parking Of Traffic On Municipal And Board Of Education Property) (Parking Meters In Parking Yards—Prohibited Parking) (Legal-Trenk)
- c. 2817-23** An Ordinance Amending Chapter 17, Section 14 Of The Revised General Ordinances Of The Township Of West Orange – Gas Leaf Blowers (Legal-Trenk)
- d. 2818-23** Ordinance Amending Chapter 2, Section 62 Of The Revised General Ordinances Of The Township Of West Orange – Older Adults Advisory Board (Legal-Trenk)
- e. 2819-23** An Ordinance Amending Chapter 25, Section 11.14 Of The Revised General Ordinances Of The Township Of West Orange-Drive Thru Windows (Legal-Trenk)
- f. 2820-23** An Ordinance Amending Chapter 25, Sections 27.3, 27.4, 27.5, 27.7, 27.8, 27.9 And 27.10 Of The Revised General Ordinances Of The Township Of West Orange (Tree Protection And Removal) (Legal-Trenk)
- g. 2821-23** An Ordinance Amending And Supplementing Chapter 7, Traffic, Subsection 7-31, No Passing Zones, Of The Revised General Ordinances Of The Township Of West Orange (Carballo)

12. Pending Matters/New Matters/Council Discussion

- Civilian Complaint Review Board Appointments

13. ABC Hearing-None

14. 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 use the link below to join the webinar:

<https://us06web.zoom.us/j/82943509002?pwd=cWlTRDkwZkdIMDVNZUdFdUIPbUdNZz09>

Webinar ID: 829 4350 9002

Passcode: 847550

Next Meeting Date(s):

Township Council Meeting – October 10, 2023

**RESOLUTION ESTABLISHING A LAND USE PLEDGE COMMITTING TO GOOD,
PLANNED AND THOUGHTFUL LAND USE DECISIONS WITH THE INTENT OF MAKING
THE TOWNSHIP OF WEST ORANGE A SUSTAINABLE COMMUNITY**

WHEREAS, the Township of West Orange is committed to having a sustainable future, and has enrolled as a participant in the state-wide Sustainable Jersey program; and

WHEREAS, the Township of West Orange prides itself on making informed, and beneficial land-use decisions to improve societal well-being, such as increased mobility, affordable housing, reduced greenhouse gas emissions, protection of its open space and natural resources; and

WHEREAS, the Township of West Orange recognizes that poor land use decisions can degrade the environment, reduce housing and transportation choices, increase health costs, and reduce overall well-being of its residents; and

WHEREAS, the State of New Jersey has a strong tradition of home rule and local authority over planning and zoning, which requires that municipalities must take a leading role in achieving statewide sustainable land use patterns.

NOW, THEREFORE BE IT RESOLVED, that the Township of West Orange is committed to continuing good, planned and thoughtful land use decisions with the intent of making our Township a sustainable community.

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

Tammy Williams, Council President

Adopted: September 19, 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>
Volunpeer, Inc.	11.17.23 On Premise 50/50	1 Crest Drive	7846
Volunpeer, Inc.	11.17.23 Tricky Tray	1 Crest Drive	7847

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

Tammy Williams
Council President

Adopted: September 19, 2023

**RESOLUTION AUTHORIZING
COMPETITIVE CONTRACTING PROCESS**

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

WHEREAS, the Township of West Orange (the “Township”) is in need of Economic Development Coordinator; and

WHEREAS, the Township seeks the services of a professional and experienced Economic Development Coordinator firm to function as the Township’s Economic Development Coordinator; and

WHEREAS, under the Local Public Contracts Law (the “LCPL”) N.J.S.A. 40A:11-4.1 (m) authorizes the Township to utilize competitive contracting in lieu of the standard public bidding process for procurement of specialized goods and services where the price exceeds the bid threshold; and

WHEREAS, competitive contracting in lieu of public bidding allows the Township to evaluate and score proposals based on weighted criteria, including technical, management and cost related criteria to ensure that the most professional operator is obtained to meet the needs of the Township; and

WHEREAS, N.J.S.A. 40A:11-4.3 of the LPCL requires that the Township Council adopt a resolution authorizing to utilize competitive contracting in order to initiate the process.

NOW HEREBY BE IT RESOLVED, by the Council of the Township of West Orange, that the Township be and hereby authorized to utilize competitive contracting to solicit and review proposals for the contract for Economic Development Coordinator.

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

Tammy Williams
Council President

Adopted: September 19, 2023

**RESOLUTION AUTHORIZING
COMPETITIVE CONTRACTING PROCESS**

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

WHEREAS, the Township of West Orange (the “Township”) is in need of Cannabis Coordinator; and

WHEREAS, the Township seeks the services of a professional and experienced Cannabis Coordinator firm to function as the Township’s Cannabis Coordinator; and

WHEREAS, under the Local Public Contracts Law (the “LCPL”) N.J.S.A. 40A:11-4.1 (m) authorizes the Township to utilize competitive contracting in lieu of the standard public bidding process for procurement of specialized goods and services where the price exceeds the bid threshold; and

WHEREAS, competitive contracting in lieu of public bidding allows the Township to evaluate and score proposals based on weighted criteria, including technical, management and cost related criteria to ensure that the most professional operator is obtained to meet the needs of the Township; and

WHEREAS, N.J.S.A. 40A:11-4.3 of the LPCL requires that the Township Council adopt a resolution authorizing to utilize competitive contracting in order to initiate the process.

NOW HEREBY BE IT RESOLVED, by the Council of the Township of West Orange, that the Township be and hereby authorized to utilize competitive contracting to solicit and review proposals for the contract for Cannabis Coordinator.

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

Tammy Williams
Council President

Adopted: September 19, 2023

**RESOLUTION TO RESCIND RESOLUTION 260-23 FOR
MIDTOWN DIRECT SHUTTLE BUS PROGRAM**

WHEREAS, on July 11, 2023, the Township Council awarded a new contract to Mobility Coach, Inc., 198 Renshaw Avenue, East Orange, NJ 07017 (“MC”) for the service of bus drivers for the Midtown Direct Shuttle Bus Program for a not to exceed amount of \$483,205.00 from August 1, 2023 to July 31, 2024; and

WHEREAS, the bid specifications and contract required that MC provide proof of liability and other insurance; and

WHEREAS, MC has failed to provide proof of the requisite insurance coverage; and

WHEREAS, the Township Attorney and Chief Financial Officer have had various discussions with MC and MC still cannot provide the required insurance coverage; and

WHEREAS, the Township Attorney has advised MC that it cannot operate the Township buses without the required insurance; and

WHEREAS, the Township has decided to provide this service in house.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Orange, County of Essex, State of New Jersey, that Resolution 260-23 is hereby rescinded for the above-referenced project effective September 1, 2023.

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

Tammy Williams
Council President

Adopted: September 19, 2023

RESOLUTION

WHEREAS, the West Orange Police Department for the Township of West Orange (the “Township”) requires that purchase of additional Body Worn Cameras and In-Car Camera Audio/Video Recording System as well as the retention of services related to the cameras and audio/video recording systems including reaction of videos, on-site repair and training; and

WHEREAS, the Township prepared and advertised bid specifications (the “Bid Specifications”) for the award of a contract for Police Department Body Worn Cameras and In-Car Camera Audio/Video Recording System and Related Services (the “Contract”); and

WHEREAS, the Bid Specifications provided for a proposed three (3) year agreement, specifically, a two (2) year contract with an option to extend the term for an additional one (2) year; and

WHEREAS, on August 31, 2023, the Township received three (3) bids in response to the Bid Specifications including:

- (i) LensLock, Inc. (“LensLock”)
3550 Buschwood Park Drive
Suite 180
Tampa, Florida 33618
Bid Amount for Three Years - \$214,814.40
- (ii) Axon Enterprise, Inc. (“Axon”)
17800 N. 85th Street
Scottsdale, Arizona 85255
Bid Amount for Three Years - \$301,985.23
- (iii) Utility, Inc. (“Utility”)
250 E. Ponce de Leon Avenue
Decatur, Georgia 30030
Bid Amount for Five Years - \$377,910

and

WHEREAS, the bids from Axon and Utility contained exceptions to the Bid Specifications whereby they could not perform the redaction services set forth in the Bid Specifications and Utility provided a bid price of five (5) years instead of three (3) years as set forth in the Bid Specifications; and

WHEREAS, LensLock also had the lowest bid amount of the three (3) bid submissions.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute the Contract, in the form annexed hereto as Exhibit “**A**,” with LensLock Police Department Body Worn Cameras and In-Car Camera Audio/Video Recording System and Related Services; and it is further

RESOLVED, that the Township Purchasing Agent is hereby authorized and instructed to return to all of the bidders their respective bid guarantees submitted with the bid submissions based on the award of the Contract to LensLock; and it is further

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

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

Tammy Williams,
Council President

Adopted: September 19, 2023

I certify funds are available in Account No.(s) 03-2661-21-0300-150 \$125,000.00
03-2661-21-0300-180 \$133,034.80

John O. Gross, Chief Financial Officer

AGREEMENT

THIS AGREEMENT, made this 19th day of September, 2023, by and between:

TOWNSHIP OF WEST ORANGE, A Municipal
Corporation with offices at the Municipal Building,
66 MainStreet,
West Orange, NJ
07052 (Hereinafter,
"Owner") and:

(Hereinafter, "Contractor")

WHEREAS, the Township did advertise for bids for Body Worn Cameras and Data Storage be utilized by the Township of West Orange Police Department which includes all work specified herein and all other items identified on the contract documents listed below; and

- Notice to Bidders
- Section A: Instructions to Bidders
- Section B: Proposal Pages and Bid Documents
- Section C: Technical Specifications and General Notes
- Section D: Agreement

WHEREAS, _____ did submit the lowest responsible bid to the Owner for said Body Worn Cameras and Data Storage; and

WHEREAS, the Owner did accept the lowest responsible bid submitted by the Contractor; and

NOW, THEREFORE, the Contractor for and in consideration of the payment as hereafter set forth by the Owner to the Contractor, covenants and agrees as follows:

1. The Contractor agrees supply the Township with the said Body Worn Cameras and Data Storage as specified and as required and indicated in strict conformance with the contract

documents, namely: bidding information and specifications including but not limited to the legal notice, instructions to bidders; proposal pages and required bid documents; technical specifications; general information for bids; general requirements; proposal form; appendix; and all other documents and agreements attached thereto or incorporated therein by reference; and this contract.

2. The Contractor shall deliver said products, equipment and services in accordance with the Technical Specifications after the issuance of a Purchase Order by the Owner. In the event the Contractor shall fail to deliver the cameras and service in accordance with the contract documents, the Contractor shall pay to the Owner any additional expenses incurred by the Township in order to continue with the proper supply of the cameras.

3. The Contractor shall, at the Contractor's own cost and expense, provide all the products, materials, equipment, and services necessary for the full and complete performance of the work in accordance with the terms hereof and all regulations of every kind and character governing said work. The Contractor shall also comply with all applicable Federal, State and Municipal laws, codes and regulations both as to the work and materials and as to the safety of persons and property. The Owner shall in no way be answerable or accountable for any loss or damage that may occur or happen to the work or any of the materials or things used in the work.

4. Neither the Owner nor the Contractor may vary, alter, deviate from or amend this Contract or Contract Documents, nor shall there be any variations, alterations, deviations, deletions or extra work done, unless the same shall have been first specifically agreed upon in writing signed by them. Should the Owner request any variations, alterations, deviations, deletions or extra work, the Owner shall be at liberty to do so without otherwise affecting this Contract, but the cost and expense thereof shall be added to or deducted from, as the case may be, the moneys due hereunder as set forth within the Agreement. No payment shall be made or due to the Contractor in the event the Contractor performs any work not contemplated by the contract documents without first having obtained written authorization by a duly authorized representative of the Owner.

5. The Contractor shall, at the Contractor's cost and expense, obtain and maintain insurance as set forth and required by the bid documents, namely Section G of the Instructions to Bidders, and submit same to the Owner before work is commenced under this Contract.

6. The Contractor shall continuously maintain adequate protection of the equipment, products, materials and the property from injury or loss by reason of the Contractor's operations hereunder and shall make good and replace any such damage or loss and shall take proper, adequate and necessary precautions for the safety of the public; and at the completion of the work and before being entitled to the final payment of any moneys which may be due hereunder, shall remove all waste, rubbish, tools, equipment, scaffolding and surplus materials from the premises.

7. The Contractor shall indemnify, defend, and hold harmless the Municipality, its departments, agencies, boards, commissions, officers, officials, agents, servants, administrators, and employees, from and against any and all liability arising out of the work, whether such liability is direct or vicarious, resulting in injury, death or property damage to any person or entity. Contractor further agrees to indemnify and defend any all indemnities for their own negligence, regardless of whether such negligence is responsible wholly or in part for the damages suffered. This provision shall be construed as broadly in favor of indemnification as permitted by New Jersey law.

8. The Contractor shall obtain all permits or approvals required by the municipality, governmental agency or public authority having jurisdiction thereof, or as may be necessary or required under any law, ordinance or regulations for the work called for hereunder. The Contractor agrees to conform with all statutory and municipal laws and regulations affecting the said work and services and/or any public buildings, lands or properties upon which the work/services is being done.

Notwithstanding anything to the contrary set forth herein or in the specifications, it is understood and agreed that the project to be performed pursuant to this contract will be financed by the Township of West Orange.

Therefore, the Contractor agrees to and shall comply with all requirements of all State and Federal Statutes and rules and regulations promulgated by any State and Federal agency having jurisdiction thereof in the performance of the Contract, and same are incorporated by reference herein as though set forth at length herein. Further, all Statutes of the State of New Jersey and all rules and regulations of all agencies thereof covering contracts by municipalities are incorporated herein by reference as if set forth in full, and the Contractor agrees to and shall comply with all requirements thereof in the performance of this Contract.

9. All deliveries shall be completed in a good and workmanlike manner according to standard and accepted industry practices and in compliance with all statutory authority and specifications.

10. The Contract Documents are intended to provide for everything reasonably necessary for the Contractor to properly furnish and deliver the specified goods and services in strict accordance with the Contract.

A. By submission of Bid and entry into this Contract, the Contractor is representing that it is familiar and experienced with this type of goods or services, has meticulously inspected and reviewed the Contract Documents in their entirety, and expressly represents to the Owner that the Contract Documents are complete and contain all of the information necessary for the Contractor to furnish and deliver the specified goods and services in strict accordance with the terms of the Contract.

B. Should any error, omission or discrepancy appear or should any doubt exist, or any dispute arise as to the true intent and meaning of the Contract Documents, or should any portion thereof be obscure, ambiguous or capable of more than one interpretation, the Contractor shall immediately notify the Owner and seek correction or interpretation thereof prior to commencement.

C. The Owner will issue a reasonably prompt response which shall be considered final and the Contractor must proceed with said decision so as not to delay, slow down or impede performance of the Contract in anyway.

D. The Contractor shall make no claim against the Owner for expenses incurred or damages sustained on account of any error, omission or discrepancy or conflict or ambiguity in the Contract Documents unless and only to the extent the Contractor previously submitted a written request for interpretation, clarification or correction within the time and manner provided by the contract documents prior to the opening of Bids. Such claim shall only be recognized by the Owner if the matter raised by the written request has not been addressed by the Owner through the issuance of an

Addendum or clarification addressing, interpreting and/or correcting such error, discrepancy, omission or conflict.

E. The Contractor shall abide by and comply with the true intent and meaning of Contract Documents taken as a whole, and shall not avail itself of any unintentional error or omission, should any exist.

F. Each and every provision required by law to be inserted in the Contract Documents shall be deemed to have been inserted herein. If any such provision has been omitted or has not been correctly inserted, then upon application of either Party, the Contract shall be physically amended to provide for such insertion or correction.

11. The Contractor has the duty to do the following: To thoroughly examine and become familiar with all the Contract Documents, including, but not limited to the complete set of specifications, to carefully investigate and determine the nature and requirements of the goods and services, and all matters which may in any way affect performance of compliance with the specifications and/or the terms and conditions of the Contract Documents. The Contractor is responsible to check and verify the technical specifications, measurements, dimensions and other information to determine whether any conflict exists with the goods and/or services the Contractor is required to procure under this Contract. As a result of such examination and investigation, the Contractor warrants and represents (1) his/her full understanding of the intent and purposes of the Contract Documents; (2) the Contractor's obligations thereunder; and (3) that the Contractor accepts responsibility for, and is prepared to execute and fulfill completely, the intent of the Contract, without exception and without reservation, at the price specified in the Contract. The Contractor shall immediately report any conflicts prior to the Bid due date or waive any claim for additional compensation arising from such conflict.

12. No waiver, consent, modification, amendment, "change order" or change of terms of this Contract or the Contract Documents shall bind either party unless made in writing and signed by both Parties. Such waiver, consent, modification or change, if made, shall be made on the prescribed Change Order Form and shall be effective only in the specific instance and for the specific purpose set forth therein.

13. The failure of the Owner to insist in any one or more instances upon strict compliance with any provision of the Contract or the Contract Documents, or to exercise any option herein conferred, shall not be construed as a waiver or relinquishment of the right of the Owner thereafter to require a compliance with such provision of the Contract, or a waiver of the right of the Owner thereafter to exercise such option, and such provision or option, including, but not limited to, the right to strictly enforce the time of delivery specified in the contract documents, delivery requirements, demand correction, completion or replacement of goods and services previously certified and approved, disclosure of information and records reflecting goods, materials and equipment furnished or persons paid for work and payments made to subcontractors, insist on the production of certain information, records and submittals with respect to goods, materials, equipment, installation products and matters pertaining to the Contract, liquidated damages, permits or other approvals, miscalculations or inaccuracies, shall remain in full force and effect, unless otherwise expressly agreed in writing.

14. Notices: All notices required under the terms of this Contract shall be given and shall be complete by mailing such notices by certified or registered mail, return receipt requested, to the

address of the parties as shown at the head of this Contract, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner.

15. The Township Police Chief or his duly authorized representative shall have full supervisory power over all operations of the Contractor in the performance of any and all obligations arising out of this Contract.

16. The parties agree that this is a New Jersey agreement. Any action instituted in the matter shall be submitted to the Superior Court of New Jersey, Essex County.

17. This Contract and the Contract Documents constitute the Entire Agreement between the Parties. No waiver, consent, modification, amendment or change of terms of this Contract shall bind either party unless set forth in writing and signed by both Parties. Such waiver, consent, modification, amendment or change, if made, shall be made on a form approved by the Owner and shall be effective only in the specific instance and for the specific purpose given. This Contract represents the full and final agreement of the Parties and may not be contradicted, explained or supplemented by any outside written, or oral, understandings, agreements, representations, waivers or the like.

18. If any term, condition or provision of this Contract, the Contract Documents or the application thereof to any person or circumstances shall, at any time, or to any extent, be invalid, illegal, unconscionable or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances other than those to which this Contract is invalid, illegal, unconscionable or unenforceable, shall not be affected thereby, and each term, condition and provision of this Contract shall be valid and enforced to the fullest extent permitted by law, provided, however, that no such invalidity shall in any way reduce the services to be performed by the Contractor for the Owner.

19. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Contract.

20. The Contractor shall not assign or transfer any rights or responsibilities under this Contract without the prior express written consent of the Owner. Any attempted assignment without the express written consent of the Owner shall be void and unenforceable.

21. If at any time, there shall be evidence of any lien or claim pertaining to goods or services furnished or provided under the Contract for which, if established, the Owner or its employees or agents might become liable, or the goods, services or other tangible goods or property might be encumbered, or which should, in any event, be charged to the Contractor, or should any lien, demand, claim, suit or encumbrance be placed or filed by any person or entity employed by or claiming to be employed through the Contractor, at any tier, Contractor shall have such lien, demand, claims suit or encumbrance satisfied, removed, withdrawn or discharged to satisfaction of the Owner within ten (10) days of notification. The Owner shall have the right to retain, out of any payment due or thereafter to become due to the Contractor, an amount sufficient to indemnify the Owner and legal fees and costs, and to apply the same in such manner as the Owner deems proper to secure protection and/or satisfy or discharge all such claims or liens.

22. The Owner has the option, in its sole discretion, to reduce the scope of performance for any deliverable, task or subtask called for under this Contract. In such an event, the Owner shall provide to the Contractor advance written notice of the change.

23. The Owner promises and agrees to pay or cause to be paid to the Contractor, as set forth in the contract documents, upon compliance by the Contractor with the terms and conditions of this contract in the manner stated in the contract documents at the unit prices indicated below:

Police Department Body Worn Cameras and In-Car Camera Audio/Video Recording System, Related Services and Three (3) Year Hosting Support

\$ _____

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen Carnevale, Municipal Clerk

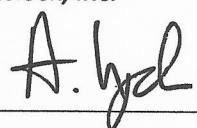
By: _____ Date: _____

Susan McCartney, Mayor

ATTEST:

Lenslock, Inc.



By:  Date: 9.11.2023

Tony Deluca, Controller

Andrew Lynch, Executive Vice President

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

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment;

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

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

<u>Block</u>	<u>Lot</u>	<u>Name & Address</u>	<u>Amount</u>
3.01	79	TD Bank ME2-001-050 140 Mills St Bates Mill 3 Lewiston, ME 04240	\$7,049.00
178.54	6	Chunilal Kansagra 14 Rappleye Court West Orange, NJ 07052	\$ 621.00
		TOTAL:	\$7,670.00

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

Tammy Williams
Council President

Adopted: September 19, 2023

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

John Gross, Chief Financial Officer

RESOLUTION

**TO AUTHORIZE THE PURCHASE OF A TORO SAND PRO 3040 RAHN GROOMER
WITH SPRINGTINE SCARIFIER THROUGH THE EDUCATIONAL SERVICES
COMMISSION OF NJ COOPERATIVE FOR THE DEPARTMENT OF PUBLIC WORKS**

WHEREAS, the Township of West Orange (Township) maintains 10-15 Fields daily during baseball and softball season; and

WHEREAS, the Department of Public Works (DPW) is looking to replace their 1997 machine which parts are hard to come by with a newer more reliable machine; and

WHEREAS, as a local government unit and a member of the Educational Services Commission of NJ Cooperative (ESCNJ), can purchase such items, pursuant to the provision made in the Local Public Contracts Law N.J.S.A. 40A:11-5(2), without public advertising for such goods or services, through contracts already secured by the United States of America, the State of New Jersey, County or Municipality thereof; and

WHEREAS, the vendor Storr Tractor Company located at 3191 Route 22, Branchburg, NJ 08876 is under contract with Grounds Equipment ESCNJ 22/23-12, Co-op #65MCESCCPS in the amount of \$24,589.29 (see Exhibit A).

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of West Orange who hereby authorizes the Purchasing Agent, on behalf of the Township, to issue and execute a Purchase Order for \$24,589.29 to Storr Tractor Inc. with funds certified available by the Chief Financial Officer.

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

Tammy Williams, Council President

Adopted: September 19, 2023

**I hereby certify funds available: Account #03-2704-22-0600-040
 (Replace Infield Grooming Machine)**

John O. Gross, Chief Financial Officer

Exhibit "A"

31143



STORRTRACTOR.COM

James Latore
West Orange Parks & Recreation
110 Franklin Avenue
West Orange, NJ 07052

August 24, 2023

Dear Jim:

I am pleased to submit this price quote based on your recent request. These prices are based on the current NJ State Approved Purchasing System #65MCESCCPS, ESCNJ bid #22/23-12. Prices are for budget purposes and good for 15 days unless the contract pricing changes during that time. Prices need to be verified prior to submission of Purchase Order.

Quantity	Model #	Product Name	Extended MSRP	Extended Award Price
1	08743	Toro Sand Pro 3040	\$25,746.00	\$20,596.80
1	TS GL650 T7-B	Rahn Groomer With Springtine Scarifier	\$4,073.97	\$3,992.49

TOTAL: \$29,819.97 \$24,589.29

The above pricing includes set up, delivery and Toro's 2-year warranty. Applicable sales tax is not included. Should you have any questions concerning the equipment or the pricing, feel free to contact me at your earliest convenience.

Sincerely,

Joe Guanill

Territory Manager

O: 908.722.9830 X-113 | M: 973.607.7425

E: jguanill@storrtractor.com

With the impact of inflation and worldwide supply chain issues, we have experienced volatility in pricing, finance rates and availability due to factors beyond our control. These adjustments may even occur from the time the order is entered in our system through the expected equipment delivery date. Any adjustments will be communicated asap on orders in our system as we get closer to confirmed 2024 pricing. Therefore, all prices and payments in the following proposal are for 2024 budgetary purposes. In the event that equipment ordered becomes unavailable, we will try to secure an acceptable alternative. Pricing includes set up and delivery, but applicable sales tax is not included. A 2.5% processing fee will be added if a credit card is used to purchase.

BRANCHBURG
3191 US 22
Branchburg, NJ 08876
908.722.9830

RONKONKOMA
175 13th Ave
Ronkonkoma, NY 11779
631.588.5222

RESOLUTION

**TO AUTHORIZE THE PURCHASE OF A NEW HOLLAND WORKMASTER 50 2WD
ROPS TRACTOR THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NJ
COOPERATIVE FOR THE DEPARTMENT OF PUBLIC WORKS**

WHEREAS, the Department of Public Works (DPW) is looking to replace their 1978 machine which parts are hard to come by with a newer more reliable machine which is used for an array of jobs that DPW handles; and

WHEREAS, as a local government unit and a member of the Educational Services Commission of NJ Cooperative (ESCNJ), can purchase such items, pursuant to the provision made in the Local Public Contracts Law N.J.S.A. 40A:11-5(2), without public advertising for such goods or services, through contracts already secured by the United States of America, the State of New Jersey, County or Municipality thereof; and

WHEREAS, the vendor Cherry Valley Tractor Sales located at 35 West Route 70, Marlton, NJ 08053 is under contract with Grounds Equipment ESCNJ 22/23-12, Co-op #65MCESCCPS in the amount of \$36,713.34 (see Exhibit A).

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of West Orange who hereby authorizes the Purchasing Agent, on behalf of the Township, to issue and execute a Purchase Order for \$36,713.34 to Cherry Valley Tractor Supply with funds certified available by the Chief Financial Officer.

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

Tammy Williams, Council President

Adopted: September 19, 2023

**I hereby certify funds available: Account #03-2704-22-0600-030
(Replace 1975 ford utility tractor)**

John O. Gross, Chief Financial Officer

341-23

Exhibit "A"



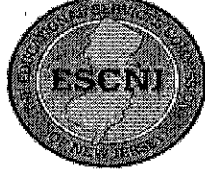
Quote 23-91123

35 Route 70 West
Marlton, New Jersey 08053-3099
Tel #856-983-0111 Fax #856-983-7700
Cell #732-320-0452

To: TOWNSHIP OF WEST ORANGE
25 LAKESIDE AVENUE
WEST ORANGE, NJ 07052
Attn: JOSEPH PELOSE
Tel: 973-325-4153
Cell:
Email: jpelose@westorange.org

Date	9/11/2023
Estimated Delivery	From Receipt of Order
Terms	
F.O.B.	Marlton, NJ
To Be Shipped Via	
Salesman	John Fowler

****Price on this quote is an estimate and is subject to being increased****

Quantity			Total
1	NEW HOLLAND WORKMASTER 50 2WD ROPS TRACTOR 338176 EE FOR NAFTA -NH 50 HP DIESEL ENGINE 8812461 FRONT 11L X 15 (F3) RIBBED SMOOTH TURF TIRES 8940301 REAR RIMS FOR TURF TIRES 337892 11"/280MM CLUTCH NDC SFT 337899 DOWNSWEPT EXHAUST 337913 3307 LBS 3 POINT HITCH LINKS 337984 1 SET REAR REMOTES FLOAT DETENT 337901 HYDRAULIC STEERING 337893 8 X 8 SYNCH-SHUTTLE TRANSMISION LESS ESCNJ CATALOG DISCOUNT 17% TURF TIRES FOR REAR RIMS NORTH STATE WEIGHTS WITH MOUNTING BRACKET LABOR TO ASSEMBLE	LIST PRICE 	\$ 31,311.00 \$ 324.00 \$ 633.00
1	YORK RAKE RW 8' WIDTH MODEL # 004118 MANUAL ANGLE STD DUTY YORK RAKE W/000241 RW CASTER WHEELS AND 000440 RWS SCARIFIER-RAKE ASSEMBLED AND INSTALLED TOTAL SELL PRICE NH WORKMASTER 50 WITH 8' STANDARD DUTY YORK RAKE W/CASTER WHEELS & SCARIFIER		\$ (5,485.56) \$ 2,500.00 \$ 1,500.00 \$ 1,500.00 \$ 4,430.90 \$ 36,713.34
Please note terms and conditions on Page 2			

The Educational Services Commission of New Jersey
New Jersey State Approved Co-Op#: 65MCECCPS
Bid# ESCNJ 22/23-12 (Grounds Equipment)

Thank you for the opportunity

John Fowler

TERMS AND CONDITIONS

- Sale is not final until this purchase order is signed by Seller and Buyer.
- No Warranties Express or Implied: Seller makes no warranties, express or implied by law, as to the product(s) set forth in this purchase order, and Seller specifically disclaims any implied warranty of merchantability or fitness for a particular purpose and any liability for consequential damages, including loss of income.
- Manufacturer's Price Increase: Manufacturer has reserved the right to change the price of products to Seller without notice. In the event the price to Seller of the product(s) ordered by Buyer is changed by Manufacturer prior to its delivery to Buyer, Seller reserves the right to change the cash delivery price to Buyer. If the cash delivery price is increased by Seller, Buyer may, if dissatisfied with the higher figure, cancel this order.
- Delays in Delivery: Buyer understands and agrees that Seller shall not be held responsible for any loss, damage, detention, delay, or failure to deliver resulting from any cause which is unavoidable or beyond Seller's reasonable control, including, but not limited to, fire, flood, natural disaster, strike or labor disturbance, accident, vandalism, riot or insurrection, war, any order, decree, law, or regulation of any court, government, or governmental
- In the event that this purchase order is canceled by mutual written consent of Seller and Buyer, or if Seller is unable to make delivery of said product(s) for any of the reasons specified herein, Seller shall return and Buyer shall accept any of the monies paid for the product(s) in full discharge of any obligations of Seller to Buyer hereunder.
- No Modification Unless in Writing: Buyer agrees that all previous communications between Seller and Buyer, either verbal or written, with reference to the subject matter of this purchase order, are hereby abrogated. Buyer further agrees that no modification hereof shall be binding upon Seller unless said modification is in writing and agreed to and accepted in writing by an officer or authorized representative of Seller.
- Choice of Law and Forum: In the event that a dispute arises under this purchase order, Buyer and Seller agree that said dispute shall be governed by the law of the State of New Jersey, and Buyer and Seller agree that the dispute will be adjudicated in the State of New Jersey, and Buyer agrees to submit to jurisdiction of said court.
- Attorney's Fees: In the event that Seller turns a dispute arising under this purchase order to an attorney and prevails in said dispute, Buyer understands and agrees that Buyer will be liable for either, at Seller's choice, stipulated attorney's fees in the sum of twenty (20) percent of the unpaid balance of this purchase order, or actual attorney's fees incurred by Seller resolving the dispute to conclusion.

Cherry Valley Tractor Sales
35 West Route 70
Marlton, NJ, 08053
www.cherryvalleytractor.com

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-46.2, PARKING PROHIBITED DURING CERTAIN HOURS ON CERTAIN DAYS ON CERTAIN STREETS SERVICING RESIDENTIAL LAND USES, EXCEPT BY PERMIT, AND SUBSECTION 7-46.3, PARKING TIME LIMITED DURING CERTAIN HOURS ON CERTAIN DAYS ON CERTAIN STREETS SERVICING RESIDENTIAL LAND USES, EXCEPT BY PERMIT OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE

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

Section 1. Subsection 7-46.2, Parking Prohibited During Certain Hours on Certain Days on Certain Streets

Servicing Residential Land Uses, Except by Permit, of the Revised General Ordinances of the Township of West Orange is

hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*):

Name of Restricted Parking Street	Zone	Sides	Hours	Days	Location
<i>Oakridge Road</i>	<i>7</i>	<i>South and East</i>	<i>2 hours 8AM-4PM</i>	<i>Monday, Tuesday, & Wednesday</i>	<i>From the westerly curb line of Glen Road to the northerly curb line of Mitchell Street</i>
Oakridge Road	7	South and East	8AM-4PM	Monday, Tuesday, & Wednesday	From the westerly curb line of Glen Road to the northerly curb line of Mitchell Street
<i>Oakridge Road</i>	<i>7</i>	<i>North and West</i>	<i>2 hours 8AM-4PM</i>	<i>Thursday, Friday</i>	<i>From the westerly curb line of Glen Road to the northerly curb line of Mitchell Street</i>
Oakridge Road	7	North and West	8AM-4PM	Thursday, Friday	From the westerly curb line of Glen Road to the northerly curb line of Mitchell Street
Glen Road	7	Both	8AM-4PM	Monday through Friday	From Mitchell Street to a point 105 feet north of The northerly curb Line of Oakridge Road extended

Glen Road	7	South	8AM-4PM	Monday through Friday	Beginning 60 feet west of the westerly curb line of Rollinson Street extending to a point 177 feet westerly therefrom.
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Section 2. Subsection 7-46.3, Parking Limited During Certain Hours on Certain Days on Certain Streets Servicing Residential Land Uses, Except by Permit, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*):

Name of Restricted Parking Street	Zone	Sides	Time Limit	Hours	Days	Location
<i>Glen Road</i>	<i>7</i>	<i>Both</i>	<i>2 Hours</i>	<i>8AM-4PM</i>	<i>Monday through Friday</i>	<i>From Mitchell Street to a point 105 feet north of The northerly curb Line of Oakridge Road extended</i>
<i>Glen Road</i>	<i>7</i>	<i>South</i>	<i>2 Hours</i>	<i>8AM-4PM</i>	<i>Monday through Friday</i>	<i>Beginning 60 feet west of the westerly curb line of Rollinson Street extending to a point 177 feet westerly therefrom.</i>

Section 3. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or applications and to this end, the provisions of the Ordinance are severable.

Section 4. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 5. This Ordinance shall take effect upon final passage and publication in accordance with law.

Karen J. Carnevale, R.M.C.

Tammy Williams, Council President

Susan McCartney, Mayor

Introduced: September 5, 2023

Adopted: September 19, 2023

2812-23

LEGISLATIVE HISTORY

This Ordinance reflects a change of the daytime permit parking on both Glen Road and Oakridge Road as requested by local residents and the Traffic Division of the West Orange Police. Parking will only be allowed by permit between the hours of

8 AM and 4 PM from Monday to Friday, with permits issued only to residents of the two streets. The permit parking is in place to allow on street parking for the neighborhood residents while prohibiting the overflow parking from Seton Hall Prep from taking all available parking. The two-hour grace period, created for visitors to the neighborhood was taken advantage of by students, requiring multiple trips to the area for enforcement.

**TOWNSHIP OF WEST ORANGE
COUNTY OF ESSEX, STATE OF NEW JERSEY**

BOND ORDINANCE NUMBER 2813-23

**BOND ORDINANCE PROVIDING FOR VARIOUS 2023
CAPITAL IMPROVEMENTS, BY AND IN THE TOWNSHIP OF
WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF
NEW JERSEY, APPROPRIATING \$3,624,250 THEREFOR
AND AUTHORIZING THE ISSUANCE OF \$3,616,150 BONDS
OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE
COST THEREOF**

**BE IT ORDAINED AND ENACTED BY THE TOWNSHIP COUNCIL 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 or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements to be undertaken by the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"). For the said improvements or purposes stated in Section 3 hereof, there is hereby appropriated the amount of \$3,624,250, said amount being inclusive of a down payment in the amount of \$8,100 now available for said improvements or purposes set forth in Section 3(a)(iii) hereof, as required by the Local Bond Law of the State of New Jersey, as amended and supplemented (N.J.S.A. §40A:2-1 et seq.) (the "Local Bond Law"), by virtue of an appropriation from the Township's Capital Improvement Fund for down payment or capital improvement purposes in a previously adopted budget or budgets of the Township. The projects set forth in Section 3 are being partially financed by grants in the amount of \$3,330,360 from the New Jersey Department of Environmental Protection, \$1,005,870 from the New Jersey Department of Transportation, and Community Development Block Grants

totaling \$275,000 from the County of Essex, New Jersey (collectively, the “Grants”), which Grants were previously appropriated by the Township as part of its calendar year 2023 budget. Pursuant to N.J.S.A. 40A:2-11(c), as amended and supplemented, no down payment is required for the improvements or purposes set forth in Section 3(a)(i) and (ii) hereof, as such improvements involve projects funded by grants received or expected to be received from the State of New Jersey.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet part of said \$3,624,250 appropriation not provided for by said down payment referred to in Section 1 hereof, negotiable bonds of the Township are hereby authorized to be issued in the aggregate principal amount of \$3,616,150 pursuant to, and within the 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 Township in an aggregate principal amount not exceeding \$3,616,150 are hereby authorized to be issued pursuant to, and within the limitations prescribed by, said Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued include, but are not limited to, as applicable, as follows: (i) site remediation for the former Biddleman and Selecto sites; (ii) various road improvements and repairs, including but not limited to, milling, paving, sidewalk and curb repairs, drainage improvements, and ADA improvements, as applicable, to all or a portion of Nance Road, Warren Road, King Road, Carlson Road, Cullen Drive, and Colonial Woods Drive; and (iii) various road improvements and repairs, including but not limited to, milling, paving, storm drain installation, and repairs to sidewalks, curbs, and

driveway aprons to all or a portion of Ashwood Terrace, William Street, and Valley Road (from Freeman Street to Kingsley Street).

(b) The improvements and purposes set forth in Section 3(a) above shall also include, as applicable, all engineering and design work, surveying, construction management services, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, environmental testing and remediation, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto.

(c) The estimated maximum amount of bonds or notes to be issued by the Township for said improvements and purposes is \$3,616,150.

(d) The estimated cost of said improvements and purposes to the Township is \$3,624,250, the excess amount thereof over the estimated maximum amount of bonds or notes to be issued therefor is the down payment in the amount of \$8,100 now available for said improvements and purposes from the Township's Capital Improvement Fund.

SECTION 4. In the event the United States of America, the State of New Jersey, and/or the County of Essex make a contribution or grant in aid to the Township for the improvements and purposes authorized hereby and the same shall be received by the Township 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, the State of New Jersey, and/or the County of Essex. In the event that any amount so contributed or granted by the United States of America, the State of New Jersey, and/or the County of Essex shall be received by the Township 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 Township as a result of using 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 Township (the “Chief Financial Officer”), provided that no note shall mature later than one (1) year from its date. The 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 shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of N.J.S.A. § 40A:2-8.1 of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at a public or private sale 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 notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget of the Township, as applicable. The capital budget or temporary capital budget, as applicable, of the Township 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 improvements and purposes described in Section 3 of this bond ordinance are not current expenses and are improvements and purposes which the Township 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, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof in accordance with the limitations set forth in the Local Bond Law, is 10 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 Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$3,616,150. The obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An amount not exceeding \$400,000 for items of expense listed in and permitted under N.J.S.A. § 40A:2-20 of the Local Bond Law is included in the estimated

cost indicated herein for the purposes and improvements described in Section 3 hereof.

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

SECTION 9. The Township 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 Township'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 Regulation Section 1.150-2. All reimbursement allocations will occur not later than eighteen (18) months after the later of (i) the date the expenditure from a source other than any bonds or notes authorized by this bond ordinance is paid, or (ii) the date the improvements or purposes described in Section 3 hereof are "placed in service" (within the meaning of Treasury Regulation §1.150-2) or abandoned, but in no event more than three (3) years after the expenditure is paid.

SECTION 10. The Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of the obligations of the Township authorized herein and to execute such disclosure document on behalf of the Township. The Chief Financial

Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of the obligations of the Township, which are authorized herein, and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 11. The Township 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 on a tax-exempt basis under this bond ordinance.

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

ADOPTED ON FIRST READING
DATED: September 5, 2023

KAREN J. CARNEVALE, Clerk
Township of West Orange

TAMMY WILLIAMS,
Council President
Township of West Orange

ADOPTED ON SECOND READING
DATED: September 19, 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 September 5, 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 September 19, 2023 at 6:30 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 VARIOUS 2023 CAPITAL IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY, APPROPRIATING \$3,624,250 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$3,616,150 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF

Purpose(s): The improvements hereby authorized and purposes for the financing of which said obligations are to be issued include, but are not limited to, as applicable: (i) site remediation for the former Biddleman and Selecto sites; and (ii) various road improvements, including but not limited to, milling, paving, sidewalk and curb repairs, drainage improvements, and ADA improvements, as applicable, to Nance Road, Warren Road, King Road, Ashwood Terrace and William Street, Valley Road (from Freeman Street to Kingsley Street), Carlson Road, Cullen Drive, and Colonial Woods Drive. **Please refer to the full bond ordinance for a more complete description of the improvements and purposes of the bond ordinance.**

Appropriation: \$3,624,250

**Bonds/Notes
Authorized:** \$3,616,150

Down Payment: \$8,100

Section 20 Costs: \$400,000

Useful Life: 10 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 September 19, 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 VARIOUS 2023 CAPITAL IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY, APPROPRIATING \$3,624,250 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$3,616,150 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF

Purpose(s): The improvements hereby authorized and purposes for the financing of which said obligations are to be issued include, but are not limited to, as applicable: (i) site remediation for the former Biddleman and Selecto sites; and (ii) various road improvements, including but not limited to, milling, paving, sidewalk and curb repairs, drainage improvements, and ADA improvements, as applicable, to Nance Road, Warren Road, King Road, Ashwood Terrace and William Street, Valley Road (from Freeman Street to Kingsley Street), Carlson Road, Cullen Drive, and Colonial Woods Drive. **Please refer to the full bond ordinance for a more complete description of the improvements and purposes of the bond ordinance.**

Appropriation: \$3,624,250

**Bonds/Notes
Authorized:** \$3,616,150

Down Payment: \$8,100

Section 20 Costs: \$400,000

Useful Life: 10 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 September 5, 2023 at 5:00 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 September 19, 2023 at 6:30 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 September 5, 2023 and finally adopted on September 19, 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 or temporary 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) The official seal of the Township is affixed, imprinted or reproduced opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed, imprinted or reproduced 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 September 5, 2023, that such Supplemental Debt Statement was filed in my office on or prior to September 5, 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**

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

DOWN PAYMENT CERTIFICATE

I, the undersigned Chief Financial Officer of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that prior to final adoption of the bond ordinance entitled,

"BOND ORDINANCE PROVIDING FOR VARIOUS 2023
CAPITAL IMPROVEMENTS, BY AND IN THE TOWNSHIP
OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE
OF NEW JERSEY, APPROPRIATING \$3,624,250
THEREFOR AND AUTHORIZING THE ISSUANCE OF
\$3,616,150 BONDS OR NOTES OF THE TOWNSHIP TO
FINANCE PART OF THE COST THEREOF"

there was available as a down payment for the improvements or purposes authorized by said bond ordinance the amount of \$8,100, which amount was made available by virtue of an appropriation from the Township's Capital Improvement Fund for down payment or capital improvement purposes in a previously adopted budget or budgets of the Township.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Township as of this _____ day of _____, 2023.

JOHN GROSS,
Chief Financial Officer

**TOWNSHIP OF WEST ORANGE
COUNTY OF ESSEX, STATE OF NEW JERSEY**

BOND ORDINANCE NUMBER 2814-23

**BOND ORDINANCE PROVIDING FOR VARIOUS 2023
CAPITAL ACQUISITIONS AND IMPROVEMENTS, BY AND
IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY
OF ESSEX, STATE OF NEW JERSEY, APPROPRIATING
\$1,990,550 THEREFOR AND AUTHORIZING THE ISSUANCE
OF \$1,895,500 BONDS OR NOTES OF THE TOWNSHIP TO
FINANCE PART OF THE COST THEREOF**

**BE IT ORDAINED AND ENACTED BY THE TOWNSHIP COUNCIL 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 or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements to be undertaken by the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"). For the said improvements or purposes stated in Section 3 hereof, there is hereby appropriated the amount of \$1,990,550, said amount being inclusive of a down payment in the amount of \$95,000 now available for said improvements or purposes as required by the Local Bond Law of the State of New Jersey, as amended and supplemented (N.J.S.A. §40A:2-1 et seq.) (the "Local Bond Law"), by virtue of an appropriation from the Township's Capital Improvement Fund for down payment or capital improvement purposes in a previously adopted budget or budgets of the Township.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet part of said \$1,990,550 appropriation not provided for by said down payment referred to in Section 1 hereof, negotiable bonds of the

Township are hereby authorized to be issued in the aggregate principal amount of \$1,895,500 pursuant to, and within the 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 Township in an aggregate principal amount not exceeding \$1,895,500 are hereby authorized to be issued pursuant to, and within the limitations prescribed by, said Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued include, but are not limited to, as follows:

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(i) Removal of underground storage tanks at Dogwood Pump Station, Fire House #1, and the Police Department;	\$550,000	\$523,800	\$26,200	5 years
(ii) Site remediation at various Township-owned properties, including, but not limited to, Fire House #1, Fire House #4, 25 Lakeside Avenue, 55 Lakeside Avenue, 6 Lindsley Avenue, 4 Tompkins Street, and 4-10 Central Avenue; and stream corridor clean up at various locations throughout the Township; and	\$1,340,500	\$1,276,500	\$64,000	5 years
(iii) the acquisition and temporary installation of fuel tanks at the Department of Public Works.	\$100,000	\$95,200	\$4,800	10 years
TOTALS:	<u>\$ 1,990,500</u>	<u>\$ 1,895,500</u>	<u>\$ 95,000</u>	

(b) The improvements and purposes set forth in Section 3(a) above shall also include, as applicable, all engineering and design work, surveying, construction

management services, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, environmental testing and remediation, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto.

(c) The estimated maximum amount of bonds or notes to be issued by the Township for said improvements and purposes is \$1,895,500.

(d) The estimated cost of said improvements and purposes to the Township is \$1,990,550, the excess amount thereof over the estimated maximum amount of bonds or notes to be issued therefor is the down payment in the amount of \$95,000.

SECTION 4. In the event the United States of America, the State of New Jersey, and/or the County of Essex make a contribution or grant in aid to the Township for the improvements and purposes authorized hereby and the same shall be received by the Township 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, the State of New Jersey, and/or the County of Essex. In the event that any amount so contributed or granted by the United States of America, the State of New Jersey, and/or the County of Essex shall be received by the Township 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 Township as a result of using 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 Township (the “Chief

Financial Officer”), provided that no note shall mature later than one (1) year from its date. The 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 shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of N.J.S.A. § 40A:2-8.1 of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at a public or private sale 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 notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget of the Township, as applicable. The capital budget or temporary capital budget, as applicable, of the Township 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 improvements and purposes described in Section 3 of this bond ordinance are not current expenses and are improvements and purposes which the Township 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, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof in accordance with the limitations set forth in the Local Bond Law, is 5.25 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 Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$1,895,500. The obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An amount not exceeding \$300,000 for items of expense listed in and permitted under N.J.S.A. § 40A:2-20 of the Local Bond Law is included in the estimated cost indicated herein for the purposes and improvements described in Section 3 hereof.

SECTION 8. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township and, unless paid from other sources, the Township shall be obligated to levy *ad valorem*

taxes upon all the taxable property within the Township for the payment of the principal of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 9. The Township 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 Township'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 Regulation Section 1.150-2. All reimbursement allocations will occur not later than eighteen (18) months after the later of (i) the date the expenditure from a source other than any bonds or notes authorized by this bond ordinance is paid, or (ii) the date the improvements or purposes described in Section 3 hereof are "placed in service" (within the meaning of Treasury Regulation §1.150-2) or abandoned, but in no event more than three (3) years after the expenditure is paid.

SECTION 10. The Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of the obligations of the Township authorized herein and to execute such disclosure document on behalf of the Township. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of the obligations of the Township, which are authorized herein, and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided

such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 11. The Township 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 on a tax-exempt basis under this bond ordinance.

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

**ADOPTED ON FIRST READING
DATED: September 5, 2023**

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

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

**ADOPTED ON SECOND READING
DATED: September 19, 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 September 5, 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 September 19, 2023 at 6:30 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 VARIOUS 2023 CAPITAL ACQUISITIONS AND IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY, APPROPRIATING \$1,990,550 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,895,500 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF
Purpose(s):	The bond ordinance authorizes various 2023 capital acquisitions and improvements, including, but not limited to, (i) removal of various underground storage tanks; (ii) site remediation at various Township-owned properties; and (iii) the acquisition and temporary installation of fuel tanks at the Department of Public Works. For a complete description of the improvements, please refer to the full text of the Bond Ordinance.
Appropriation:	\$1,990,550
Bonds/Notes Authorized:	\$1,895,500
Down Payment:	\$95,000
Section 20 Costs:	\$300,000
Useful Life:	5.25 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 September 19, 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:

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Purpose(s):	The bond ordinance authorizes various 2023 capital acquisitions and improvements, including, but not limited to, (i) removal of various underground storage tanks; (ii) site remediation at various Township-owned properties; and (iii) the acquisition and temporary installation of fuel tanks at the Department of Public Works. For a complete description of the improvements, please refer to the full text of the Bond Ordinance.
Appropriation:	\$1,990,550
Bonds/Notes Authorized:	\$1,895,500
Down Payment:	\$95,000
Section 20 Costs:	\$300,000
Useful Life:	5.25 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 September 5, 2023 at 5:00 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 September 19, 2023 at 6:30 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 September 5, 2023 and finally adopted on September 19, 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 or temporary 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) The official seal of the Township is affixed, imprinted or reproduced opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed, imprinted or reproduced 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 September 5, 2023, that such Supplemental Debt Statement was filed in my office on or prior to September 5, 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**

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

DOWN PAYMENT CERTIFICATE

I, the undersigned Chief Financial Officer of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that prior to final adoption of the bond ordinance entitled,

"BOND ORDINANCE PROVIDING FOR VARIOUS 2023
CAPITAL ACQUISITIONS AND IMPROVEMENTS, BY
AND IN THE TOWNSHIP OF WEST ORANGE, IN THE
COUNTY OF ESSEX, STATE OF NEW JERSEY,
APPROPRIATING \$1,990,550 THEREFOR AND
AUTHORIZING THE ISSUANCE OF \$1,895,500 BONDS
OR NOTES OF THE TOWNSHIP TO FINANCE PART OF
THE COST THEREOF"

there was available as a down payment for the improvements or purposes authorized by said bond ordinance the amount of \$95,000, which amount was made available by virtue of an appropriation from the Township's Capital Improvement Fund for down payment or capital improvement purposes in a previously adopted budget or budgets of the Township.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Township as of this _____ day of _____, 2023.

JOHN GROSS,
Chief Financial Officer

**AN ORDINANCE AMENDING CHAPTER 15, SECTION 15-7
TO UPDATE THE TOWNSHIP'S RENT CONTROL ORDINANCE**

I. PURPOSE

WHEREAS, the Township of West Orange has a rent control ordinance which has been amended from time to time due to an ongoing and emergent need for regulation with respect to the leasing of premises and charging of rents to tenants; and

WHEREAS, from time to time the Township must consider whether the need for rent control in the Township persists; and

WHEREAS, a housing shortage has existed in the Township since 1972 and has not abated;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex and State of New Jersey, that Chapter 15 of the Township Code shall be and hereby is re-affirmed and re-adopted, and is hereby amended as follows:

II. AMENDMENTS

15-7 EFFECTIVE DATE; TERMINATION; RENEWAL.

15-7.1 Effective Date.

This chapter is to take effect immediately and shall remain in full force and effect for a period not to exceed two (2) years from the effective date of October 2022 and shall automatically terminate, cease and be of no force and effect unless specifically extended by the Township Council by ordinance extending the term for no more than two (2) years at a time.

Any extension action shall be taken by the Township Council prior to the second anniversary date of this chapter and any subsequent extensions shall be taken prior to the respective second anniversary dates of this chapter thereafter, or any Ordinance re-adopting this chapter. (1972 Code § 17-6.1; Ord. No. 364-75 § 1)

15-7.2 Renewal.

The Township Council has determined that the housing shortage which has existed in the Township has not abated. This chapter, therefore, is hereby extended for two (2) years from the effective date of this Ordinance.

15-7.3 Retroactive Application.

This chapter shall apply retroactively, in its entirety, for the time period from October 2022 through the date of adoption.

III. REPEAL OF CONFLICTING ORDINANCES

Any Ordinances of the Township in conflict with this Ordinance are hereby repealed to the extent of such conflict.

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

Honorable Tammy Williams
Council President

Honorable Susan McCartney
Mayor

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

First Reading:

Second Reading:

LEGISLATIVE HISTORY

There is no specific state legislation permitting rent control, but rather rent control is a permissible local economic regulation which must be tailored to address vital, emergent needs in a local housing market. Rent control ordinances are valid under the “necessary and proper” authority given to local governing bodies, as set forth in N.J.S.A. 40:48-2. See also Inganamort v. Borough of Fort Lee, 62 N.J. 521 (1973).

The Township adopted a rent control ordinance (the “Ordinance”) in 1972 in order to regulate rents with respect to landlord-tenant relationships throughout the Township. The purpose of this particular legislation is to renew and re-adopt all applicable Code provisions of the Ordinance, with certain amendments.

Because rent control legislation is intended to be emergent, such ordinances should be reviewed approximately every two (2) years to ensure their applicability and that they address any emerging issues. Accordingly, this legislation requires review of the Ordinance every two (2) years, rather than each and every year. Such action is valid under, among other things, N.J.S.A. 40:48-2.

Furthermore, due to an unknown administrative oversight, the Township last adopted the Ordinance on September 8, 2020, which remained valid through October 2022. This legislation will make the Ordinance retroactive for the time period when it was not formally effective. This action is valid under the law as set forth in South Hamilton Associates v. Mayor and Council of the Town of Morristown, 99 N.J. 437 (1985) (“legislation that has as its rational public purpose the necessary protection of the health, safety, and welfare of the public, and is within the police power of the state or its subdivisions, may be applied retroactively”).

AN ORDINANCE AMENDING CHAPTER 7, SECTION 37.1 AND CHAPTER 7, SECTION 50.3(h) OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (REGULATION FOR THE MOVEMENT AND PARKING OF TRAFFIC ON MUNICIPAL AND BOARD OF EDUCATION PROPERTY) (PARKING METERS IN PARKING YARDS—PROHIBITED PARKING)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 7, Section 37.1 and Chapter 7, Section 50.3(h) 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 amend the Township of West Orange Municipal Code (the “Township Code”) Chapter 7, Section 37.1 and Chapter 7, Section 50.3(h) related to “Parking Yards” such that the parking yard located on the tax map as Table “A” and highlighted in yellow is added. Further, the Township Engineer has evaluated the width of Wheatland Avenue and found Wheatland Avenue is a narrow roadway with limited room for the passage of emergency vehicles, snow removal vehicles, and/or Township owned vehicles. Additionally, the Chief of Police and the West Orange Police Department have received complaints from residents regarding the parking in the area denoted in Table “A,” which is owned by the Township. Thus, because the area in Table “A” is a parking yard pursuant to the Township Code, the Township seeks to amend Chapter 7 Section 37.1 and Chapter 7, Section 50.3(h) to include the area known as “Cable Rd.,” denoted in Table “A” and require permit parking only for residents of Wheatland Avenue on the same.

II. CHAPTER 7, SECTION 37.1 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§7-37.1 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled “Regulation for the Movement and Parking of Traffic on Municipal and Board of Education Property” which specifies, in accordance with N.J.S.A. 39:4-197, the following Municipal and Board of Education Property wherein movement of traffic is controlled by the type of regulation that is indicated herein and shall be repealed and replaced by the following language:
 - a. Parking Prohibited at All Times in Certain Designated Areas. No person shall park a vehicle or other encumbrance at any time upon any of the areas described. These areas shall be posted as required under the provisions of N.J.S.A. 39:4-197g. The provisions of this subsection are not applicable to Fire, Police and other emergency vehicles.

Name of School	Street Address	Location
Board of Education	Valley Way	Entire Driveway to the

Name of School	Street Address	Location
Main Offices		north end
Edison Middle School	William Street	In the entire driveway to the north of the building, and in the area in the immediate front of both doors on the south side of the parking lot
Gregory Elementary School	Gregory Avenue	In driveway off Walker Road, and in the entire perimeter of west side of school, 35 feet out
Hazel Avenue Elementary School	Hazel Avenue	In driveway between Hazel Avenue and Mitchell Street to the east side of the school, and in driveway to west of school from Hazel Avenue north for approximately 80 feet
West Orange High School	Pleasant Valley Way and Conforti Avenue	In drive off Pleasant Valley Way, to west of west building, and along north of perimeter of both east and west buildings to a point 35 feet out, and in service drive between these 2 buildings
Mount Pleasant Elementary School	Manager Road	In drive off of Manger Road to the northwest section of school, and along perimeter of building from area at gym to cafeteria
Pleasantdale Elementary School	Pleasant Valley Way	Along both perimeters of school, both north and west of school, and in driveway off of Stanford Avenue, and in driveway off of Pleasant Valley Way
Redwood Elementary School	Redwood Avenue	In drive off of Redwood Avenue to the east of the school, and in service drive off of Woodland Avenue
Roosevelt Middle	Gilbert Place	Along the perimeter of the

Name of School	Street Address	Location
School		building to the rear (east) of this school, and in the access drive through the parking lot off of Vosseler Terrace
Saint Cloud Elementary School	Sheridan Avenue	In driveway off Sheridan Avenue
Washington Elementary School	Washington Street	On the entire perimeter of this school, approximately 35 feet out, and in the driveway off of Washington Street.

- b. Municipal Parking Yards; Metered Parking, Permit Parking, Time Limited Parking. The following parcels, as shown on the tax maps of the Township are hereby established as Municipal Parking Yards:¹

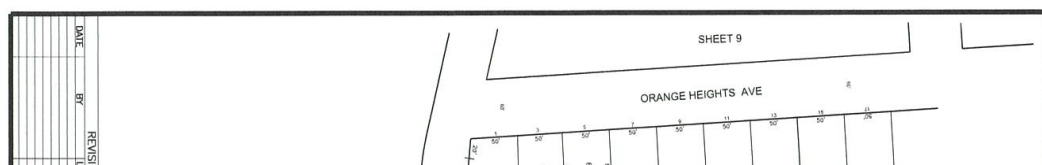
Parking Yard No.	Block	Lot	Location
1	142	1	1-5 Mississippi Avenue
		2	
		32	
2	116.01	81.03	23 Kling Street
		91	273 Main Street
		99	84-92 Washington Street
		100	
		101	
		101.1	
3	69	5	10-12 Lindsley Avenue
4	18	48	324-330 Valley Way
		49	
		50	
		50.01	
5	28	22	2-4 Hazel Avenue
6	67	1 27 10, 12, 13 1.01, 1.02	60-66 Main Street
	68	27	

Parking Yard No.	Block	Lot	Location
		28	46 Mt. Pleasant Valley
		30	
		32	
8	154.06	16 17	490-496 Pleasant Valley Way
9	127	11	8 Cherry Street
10	125	15	161 Watson Avenue
		18	13 John Street (Corner Whittlesey Avenue and John Street)
11	125.02	106, 124	51 Seward Street [Ord. No. 2503-17]
12	113.01	58	21 Park Terrace
13	176.05	12.13	4 Haller Road (behind 471 Pleasant Valley Way)
14	114	87 and 88	13-15 Shepard Terrace
15	125.02	103, 104, 106	60 1/2 Cherry Street
16	176.03	10	665 Eagle Rock Avenue
17	40	50	2-30 Wheatland Avenue, in the area highlighted in the tax map in Tax Map marked Table "A" below ²

[1] *Editor's Note: See also Article III and IV, Regulations for Use of Parking Meters and Parking Permits.*

[2] *Only property owners whose property is located on Wheatland Avenue or South Valley Road between Forest Hill Road and Orange Heights Avenue are eligible for a permit for Municipal Parking Yard 17.*

Table A:



III. CHAPTER 7, SECTION 50.3(h) SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§7-50.3(h) BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled “Parking Meters in Parking Yards—Prohibited Parking” which specifies who can apply for a permit in a Municipal Parking Yard and shall be repealed and replaced by the following language:

- h. Prohibited Parking. It shall be unlawful for any person to cause, allow, permit or suffer any vehicle registered to his/her name or occupied by him/her to be parked in any municipal parking yard, lot, or facility except in the manner provided in Subsections **7-50.3d** and **7-50.3f**, and with the following additions:
 1. No vehicle shall occupy any space designated for permit parking, at any time, without a parking permit, valid for the lot in which the vehicle is parked.
 2. Parking Yard #7 on Mount Pleasant Avenue is intended solely for the use of library patrons and employees. Parking is permitted in this parking yard only during library hours.
 3. No person shall park in any municipal parking yard, lot, or facility that has been designated and reserved by the Business Administrator, with or without meters, for the exclusive use of authorized Township employees and authorized Township personnel. All such areas shall be marked and posted by the Business Administrator, who shall cause to be issued to all Township employees and authorized Township personnel, an official sticker insignia that shall be affixed to the left rear window of any vehicle authorized in these reserved areas. It shall be unlawful and a violation of the provisions of this subsection for any unauthorized use of designated municipal parking yards, lots, or facilities.
 4. For Municipal Parking Yard #13:
 - a. Public parking is prohibited between the hours of 9:00 p.m. and 7:00 a.m. each day and all-day Sunday.
 - b. Vehicles registered greater than 8,000 GVW are prohibited from parking in Yard #13.
Parking Yard #13 includes the portions of lots 12 and 14 of Block 176.05, commonly known as 463-481 Pleasant Valley Way, depicted on the plan entitled "Pleasantdale Presbyterian Church Parking Lot Improvement" prepared by the Engineering Division of the Township of West Orange, April 1999.
 5. Parking Yard #15 on Cherry Street is intended solely for the use of the employees of the West Orange Recreation Department, visitors to the Recreation Department offices at 60 1/2 Cherry Street, patrons of the Ginny Duenkel Municipal Pool, and visitors of Colgate Field. Six parking stalls are restricted for use by Recreation Department employees. The

remaining four stalls are for use by the other persons authorized above and are subject to a one-hour time limit.

6. With the exception of Parking Yard #5 on Hazel Avenue and Parking Yard #13, parking in any lot between the hours of 2:00 a.m. and 5:00 a.m. is prohibited unless the vehicle bears a permit as provided in Subsection 7-50.3f.
7. For Municipal Parking Yard #5 on Hazel Avenue, parking is prohibited between the hours of 6:00 p.m. and 6:00 a.m. unless the vehicle bears a permit as provided in Subsection 7-50.3f.
8. For Municipal Parking Yard #11 on Seward Street, parking by commercial vehicles as defined in Subsection 7-14.10 is hereby prohibited.
9. For Municipal Parking Yard # 17 on Cable Road as denoted by Table “A” to Subsection 7-37.1, Only property owners whose property is located on Wheatland Avenue or South Valley Road between Forest Hill Road and Orange Heights Avenue are eligible for a permit for Municipal Parking Yard 17.

V. REPEAL OF CONFLICTING ORDINANCES

Any Ordinances of the Township which are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

Tammy Williams
Council President

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

Susan McCartney
Mayor

Introduced: September 19, 2023

Adopted: October 10, 2023

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

Legislative History

The purpose of this ordinance is to amend the Township of West Orange Municipal Code (the “Township Code”) Chapter 7, Section 37.1 and Chapter 7, Section 50.3(h) related to “Parking Yards” such that the parking yard located on the tax map included in the amended Ordinance as Table “A” and highlighted in yellow labeled. Further, the Township Engineer has evaluated the width of Wheatland Avenue and found Wheatland Avenue is a narrow roadway with limited room for the passage of emergency vehicles, snow removal vehicles, and/or Township owned vehicles. Additionally, the Chief of Police and the West Orange Police Department have received complaints from residents regarding the parking in the area denoted in Table “A,” which is owned by the Township. Thus, because the area in Table “A” is a parking yard pursuant to the Township Code, the Township seeks to amend Chapter 7 Section 37.1 to include the area known as “Cable Rd.,” denoted in Table “A” and require permit parking on the same.

2817-23

**AN ORDINANCE AMENDING CHAPTER 17, SECTION 14 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF
WEST ORANGE, NEW JERSEY** that Chapter 17 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 prohibit the use of gas-powered leaf blowers within
the Township seasonally.

**II. CHAPTER 17, SECTION 17.1 ENTITLED DEFINITIONS BE AND IS HEREBY
AMENDED AS FOLLOWS:**

Electric Powered Leaf Blower shall mean a piece of equipment powered by an electric motor
used in yard maintenance.

Gas-Powered Leaf Blower shall mean a piece of equipment powered by a two-stroke or four-
stroke engine using gasoline or a mixture of gasoline and oil blend as fuel and used primarily for
but not exclusively to blow grass clippings and debris, leaves, dirt, etc. often used in yard and
lawn maintenance.

Turbine Blower commonly referred to as a “Buffalo Blower” shall mean a piece of equipment
that is connected to a small tractor, golf cart or other vehicle and is intended to maintain large
parcels of land. It shall be used only on golf courses.

**III. CHAPTER 17, SECTION 14.2 ENTITLED PROHIBITED CONDUCT BE AND IS
HEREBY AMENDED AS FOLLOWS:**

The use of Gas-Powered Leaf Blowers, except a Turbine Blower, shall be prohibited within the
Township of West Orange on residential, commercial and Township properties as follows:

1. Gas Powered Leaf Blowers may be permitted March 15 through April 30, 2024;
and October 15 through November 30, 2024.
2. Effective January 1, 2025, Gas-Powered Leaf Blowers shall be prohibited
anywhere in the Township for any reason.
3. All Leaf Blowers defined in Section 14.1 shall be prohibited from use in the
application of chemicals or products to treat bug or insect infestation.
4. No more than one Gas-Powered Leaf Blower may be used on a residential lot.
5. Hours of usage for Leaf Blowers shall be limited to:

- a) Monday through Friday 7:00 a.m. to 6:00 p.m.
- b) Saturdays 7:00 a.m. to 6:00 p.m.
- c) Sunday use is prohibited.

IV. CHAPTER 17, SECTION 14.3 ENTITLED EXCEPTIONS BE AND IS HEREBY AMENDED TO ADD AS FOLLOWS:

In the event of a weather emergency or other emergent circumstances, the Township Emergency Management Coordinator shall be permitted to modify the restrictions of this Ordinance.

No provision herein shall apply to any governmental property or public or private golf course.

V. CHAPTER 17, SECTION 14.5 ENTITLED PENALTIES BE AND IS HEREBY AMENDED TO ADD AS FOLLOWS:

Fines for violation of this Ordinance shall be applicable to both the property owner and any contractor doing work in the Township and shall be fixed by Resolution.

VI. 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.

VII. 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.

VIII. 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: September 19, 2023

Adopted: October 10, 2023

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

2817-23
Legislative History

This Ordinance is intended to limit and prohibit the use of Gas-Powered Leaf Blowers within the Township.

ORDINANCE AMENDING CHAPTER 2, SECTION 62 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 2 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to revise the membership and certain operational aspects of the Board.

II. CHAPTER 2, SECTION 62.5 ENTITLED ORGANIZATIONAL STRUCTURE BE AND IS HEREBY AMENDED AS FOLLOWS:

b. The Mayor shall appoint a Chairperson.

c. The Board shall appoint a Vice Chairperson by a majority vote who shall serve a term of one (1) year which Vice Chairperson may be elected for multiple one (1) year terms.

e. The Board shall by majority vote select a Secretary to take minutes. To the extent the Secretary is not present at a meeting, the Board shall designate an interim secretary to take minutes. Approved minutes shall be provided to the Municipal Clerk for distribution to the Mayor and Township Council.

III. REPEAL OF CONFLICTING ORDINANCES

Any Ordinances of the Township which are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

Tammy Williams
Council President

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

Susan McCartney
Mayor

Introduced: September 19, 2023

Adopted: October 10, 2023

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

9/7/2023

2818-23

Legislative History

The purpose of these revisions is to encourage community involvement and maintain public minutes of any activities by the Board.

**AN ORDINANCE AMENDING CHAPTER 25, SECTION 11.14 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF
WEST ORANGE, NEW JERSEY** that Chapter 25 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 further clarify the use of Drive-Up windows for public
establishments within the Township.

**II. CHAPTER 5, SECTION 11.14 ENTITLED DRIVE-UP WINDOWS BE AND IS
HEREBY AMENDED AS FOLLOWS:**

A drive-up window shall be permitted as an accessory use for banks, restaurants, pharmacies and
similar retail uses in the zoning districts in which such uses are permitted and shall meet the
following conditions:

(j) Any restaurant must be situated on property consisting of 5 or more acres and provide ample
queuing to ensure that no waiting vehicles are in or on a public thoroughfare or street.

III. REPEAL OF CONFLICTING ORDINANCES

Any Ordinances of the Township which are in conflict with this Ordinance are hereby
repealed to the extent of such conflict.

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

SUSAN McCARTNEY, MAYOR

TAMMY WILLIAMS,
COUNCIL PRESIDENT

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

INTRODUCED:

ADOPTED:

Legislative History

Drive-up establishments cause increased traffic and congestion which may cause hazard to pedestrians, cyclists and other cars create pollution with idling car and truck engines and create additional garbage. These conditions contradict environmental and livability goals of the Township. However, if sufficient land mass exists to provide safe egress and ingress, such uses may be appropriate. Nothing contained herein shall impact existing drive-up fast food and restaurant uses which are no subject to change.

2820-23

**AN ORDINANCE AMENDING CHAPTER 25, SECTIONS 27.3, 27.4, 27.5, 27.7, 27.8, 27.9 AND 27.10 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(TREE PROTECTION AND REMOVAL)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 25, Sections 27.3, 27.4, 27.5, 27.7, 27.8, 27.9, and 27.10 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 amend Chapter 25, Sections 27.3, 27.4, 27.5, 27.7, 27.8, 27.9, and 27.10 of the Revised General Ordinances of the Township of West Orange to protect trees which are among the Township's most valuable natural resource assets, which greatly enhance the appearance of the Township and contribute to its suburban and residential character, which must be kept and maintained in good order to enhance the Township's physical and aesthetic appearance, and generally protect the public health and safety as well as the general welfare. Importantly, trees contribute positively to climate change, protection of the environment, and maintenance of storm waters.

II. CHAPTER 25, SECTIONS 27.3 27.4, 27.5, 27.7, 27.8, 27.9 AND 27.10 SHALL BE AND HEREBY IS AMENDED TO INCORPORATE THE FOLLOWING:

§25-27.3 BE AND HEREBY AMENDED AS FOLLOWS:

The following definitions shall apply to this chapter:

APPEAL—The process by which an applicant may contest the denial of a tree removal permit. Appeals shall be considered by the Township of West Orange Planning Board.

BUILDING—Any structure built for the support, shelter, enclosure of persons, animals, and/or a combination of materials used to form a structure for either use, occupancy, and/or habitation.

CONSERVATION EASEMENT — A legal covenant restricting the use of land or natural features of the land that is described in the property deed and shown on a filed plat.

CROWN REDUCTION—Pruning (as defined herein) of the tree reducing the height or scope of the tree.

DBH — The measurement of the diameter of the trunk of a tree planted in the ground taken 4.5 feet from ground level on the uphill side of the tree.

DEVELOPMENT APPLICATION — An application filed with the Township Planning Board or Board of Adjustment pursuant to the Municipal Land Use Law and the Township land development ordinances for approval of a subdivision plat, site plan, planned development, conditional use, zoning variance or direction of the issuance of a permit pursuant to N.J.S.A. 40:55D-34 or N.J.S.A. 40:55D-3.

DRIP LINE — A vertical line extending from the outermost edge of the tree canopy or shrub branch to the ground beneath.

EMERGENCY CONDITIONS—Shall mean when trees are hazardous and the Township Forester and/or a New Jersey Licensed Tree Expert determines that they cause an unacceptable risk of damage to person or property as a result of extreme wind, stormwater or weather events.

ENDANGERED OR THREATENED SPECIES — Any species of tree or animal which has been determined by the Federal Fish and Wildlife Service or the State of New Jersey to be endangered or threatened.

IMPROVED LOT — A parcel of land with a building.

INVASIVE VINE—Non- native vine that will climb up the tree and cause damage to the tree.

PLANNING BOARD — The Planning Board of the Township of West Orange.

LOT—A designated parcel, tract of land established in the record as of local and county registers of deeds by plat, deed, subdivision, zoning lot of record, or as otherwise permitted by law.

MAJOR TREE — A tree species with a mature height of at least 50 feet, which shall be at least a 2.5-inch caliper at the time of planting.

MINOR TREE — An evergreen tree, ornamental tree or other small tree at least six feet in height at the time of planting.

NONVIABLE TREE — A hazardous tree that a Qualified Tree Expert and/or the Township Forester determines is dead, dying, diseased or too damaged to survive.

PERSON — The owner of a parcel of real estate or any other individual, group, company, firm, corporation, partnership, association, society or other legal entity.

PRUNING—Pruning is the removal of branches from a tree to remove unwanted branches, improve the tree's structure, and promote new, healthy growth of the tree.

QUALIFIED TREE EXPERT — A New Jersey Licensed Tree Expert pursuant to N.J.S.A. 45:15C-11 et seq..

REPLACEMENT TREE — A native or non-native tree species approved by the Township Forester and of nursery grade, properly balled and burlapped and meeting the minimum measurements of a major or minor tree.

SPECIES — The common name of a tree.

SPECIMEN TREE — A tree in good health of unusual or exceptional form, size, age or shape for its species as evidenced by its inclusion in New Jersey's Big Tree List, or database, published and coordinated by the New Jersey Forest Service, or having a champion tree point total (girth in inches plus height in feet, plus one quarter of average crown spread in feet) within 10% of the point total of a tree of the same species listed in New Jersey's Big Tree List, published in "New Jersey's Big Trees," by the New Jersey Forest Service.

STRUCTURE — A combination of materials to form a construction for occupancy, use or ornamentation, whether installed on, above or below the surface of a parcel of land.

STREET TREES OR SHADE TREES—A tree planted in a Township right-of-way within ten (10) feet of a curb.

TOWNSHIP FORESTER—The Township-designated person primarily responsible for enforcing this chapter and who is qualified to do so by having the status of a Qualified Tree Expert; appointed by the Township of West Orange to implement this chapter and to carry out other related responsibilities as the Township may provide, including, but not limited to, developing and recommending (i) Township Woodlands Retention and Protection Plan; (ii) Township Tree Inventory; and (iii) Planting Schedule.

TREE — A self-supporting perennial woody plant having a diameter of at least four inches measured at a point 4.5 feet (or 54 inches) from the ground at the base of the tree on its uphill side.

TREE CANOPY—Tree canopy means the layer of leaves, branches, and stems of trees that cover the ground when viewed from above and that can be measured as a percentage of a land area shaded by trees.

TREE REMOVAL NEIGHBOR NOTIFICATION FORM – An Applicant seeking to remove any trees shall complete the prescribed form and certify that it has been delivered to all adjoining neighbors in accordance with this chapter.

TREE REPLACEMENT FUND—A fund established pursuant to this chapter wherein any applicant who removes a viable tree from any property must contribute in accordance with the provisions of this chapter; specifically §25-27.8(a)(5)(a).

§25-27.4 BE AND HEREBY AMENDED AS FOLLOWS:

a. Permit.

1. No person shall cut, remove, or cause any tree with a DBH over four (4”) inches without having been issued a permit from the Township. Any person desiring to cut down or remove a tree shall file an application for a tree removal permit issued pursuant to § 25-27.5 and shall not commence the cutting down or removal of any tree without first having been issued a permit.

2. Written notice of the filing of a permit application shall be delivered in accordance herewith to all adjacent neighboring property owners.

3. If any tree(s) are taken down that are delineated by the Township Forester as viable, the person seeking removal or who has removed viable tree(s) must make payment into the Tree Removal Fund pursuant to § 25-27.8 and the Chart at Table A to the extent the property owner or applicant fails to plant Replacement Trees on the own property in accordance with § 25-27.8.

4. The maximum amount of viable trees that may be removed from any Lot shall be two (2) viable trees within a twenty-four (24) month period.

5. All Tree Removal Permits which have been granted, including the property address, scope of permit, description of replacement trees, and applicable dates shall be accessible to the public subject to the confidentiality provisions of Daniel’s Law or any other similar law.

6. All Tree Removal Permits issued shall be posted on the tree(s) and in the property owner’s front window, so the tree removal permit is visible to any member of the public.

7. If the application for tree removal is not the subject of a development application, the Township Forester shall decide within 30 days of the submission of a completed Tree Removal Permit application whether or not to grant the Tree Removal Permit and shall promptly notify the applicant and any objectors. However, where the application is made in connection with a development application, the decision on the application for a Tree Removal Permit shall be made by the Planning Board and, if the application is granted, the permit shall be issued by the Township Forester.

8. No less than seven (7) days before any approved tree removal activities, the applicant shall clearly mark each tree that has been approved for removal. In the case of a new development, the applicant must give the Township Forester written notice of when the tree removal is proposed to take place not less than fourteen (14) days in advance of any tree removal activities. Adjacent neighboring property shall mean any property owner who shares a common property boundary. The Township Forester shall be present on the site to monitor all cutting and removal of trees, in order to ensure that only those trees which he

authorized to be cut down and removed are cut down and removed and that all trees which he requires to be preserved are preserved.

9. Permits granted under this section shall run with the land and shall remain in force and effect for 12 months from the date of issuance.

b. Prohibitions. Notwithstanding Subsection (a) above, no person shall be permitted to do any of the following:

1. Cut down or remove any tree within wetlands, flood hazard areas, riparian zones, or other areas protected by state or federal law or applicable EPA or NJDEP regulations;

2. Cut down or remove any tree within a conservation easement;

3. Engage in activities which could cause a tree to die, including but not limited to topping, grade cut or fill, soil compaction within the drip line, chemical contamination, excessive drainage alterations or mechanical damage.

4. Cut down or remove any tree on a slope of 10% or greater in grade or on a slope where vegetation is presently stabilizing soils where a tree removal permit is submitted in connection with a development application, or a parcel upon which a new development is contemplated.

5. Cut down or remove any tree unless the cutting or removal is performed by a Qualified Tree Expert.

6. Street, curb and sidewalk construction or repairs shall only be performed utilizing methods that protect the roots and trunk of a tree, such as manual excavation, reducing the curb, curving sidewalks around a tree, and modifying driveway aprons to accommodate trees as directed by the Township Forester.

7. Cut or remove any tree older than 25 years with a DBH of 10" or more.

8. Removal of trees within one hundred (100) feet of a ridgeline.

c. Exemptions. The following are exempt from the permit requirement of Subsection a above:

1. Property owners may remove hazardous trees under Emergency Conditions prior to obtaining a Tree Removal Permit. Following the emergency removal of the tree or trees, the property owner or Agent shall complete the Tree Removal Exemption Form within seven (7) days of the removal and shall provide photographic and written proof of the Emergency Conditions by the Qualified Tree Expert and include a hazard tree evaluation form at that time.

2. Cutting down or removal of a nonviable tree, or a tree that is an immediate hazard to structures or human life or property provided that the tree stumps must remain for subsequent inspection by the Township Forester.

3. Activities lawfully conducted on public lands or rights-of-way by or on behalf of a local, county, state, federal or other governmental agency or entity, or a utility company, provided however, that to the extent possible, such entity shall provide a courtesy review of any tree removal and replacement to the Township Forester.

4. Tree removal in conjunction with a Woodland Management Plan(s) approved by the N.J. Forest Service.

5. Tree removal on a public golf course.

d. Development applications. With regard to every development application that involves proposed tree removal, the applicant shall:

1. Preserve fifty (50%) percent of the trees on each developed Lot, and seventy (70%) percent on any undeveloped Lot.

2. Comply with all prohibitions and procedures listed in this ordinance.

3. Install stormwater runoff controls, protective fencing of remaining trees, and ensure soil erosion measures required by this ordinance and by all applicable statutes and regulations are followed.

4. Obtain a written report that the Township Engineer or his/her designee(s) has inspected the site and certified that all soil erosion and sediment controls and stormwater runoff controls required by this chapter and applicable laws have been installed and completed. Copies of the certification shall be delivered to both the applicant and the Township Forester by the Township Engineer immediately after it is made.;

5. Any Tree Removal Permit in connection with a development application shall specify that no trees may be removed until after installation of stormwater runoff controls and soil erosion measures that are required by this ordinance, by Title 7, Chapter 8, Section 7:8-5.4 and by Title 2, Chapter 90, Subchapter 1 of the New Jersey Administrative Code, respectively or any other applicable laws.

6. Provide written notice to the Township Forester and Planning Board not less than fourteen (14) days before any planned tree removal. The applicant shall schedule a meeting with the Township Forester and provide a letter written from a Qualified Tree Expert outlining the reasons as to why the trees are being removed and include a Tree Protection Plan, a Tree Replacement Plan, and certify in writing the factors set forth in § 25-27.7.

7. All parking lot owners shall maintain trees in compliance with Township Code § 25-12.1(o).

§25-27.5 BE AND HEREBY AMENDED AS FOLLOWS:

a. Every application for a tree removal permit shall be made by submission of the following:

1. An original and two copies of an application on forms provided by the Township containing the following information: the name and address of the applicant; the street address and tax lot and block of the property in question; and the number of trees proposed to be removed;

2. The submission of such additional information as the Township Forester may require to assist him in the processing of the tree removal permit;

3. Upon submission of the application to the Township, the Tree Removal Neighbor Notification Form must be submitted to the adjacent neighboring Lots of the applicant within seven (7) calendar days of submission. .

4. The applicant shall clearly mark, in a manner approved by the Township Forester, the trunk of each tree proposed to be removed at the height of four and one-half (4.5) feet above the ground so that such tree or trees may be inspected more easily by the Township Forester.

b. Upon request, the Township Forester shall assist any person who desires to apply for a tree removal permit with completing the application required by this section.

c. Every development application shall include a tree removal plan which shall include a map drawn to scale showing the location of all trees to be removed and a Qualified Tree Expert's report addressing factors and the standards set forth in Subsection 25-27.7.

d. The applicant shall clearly mark, in a manner approved by the Township Forester, the trunk of each tree proposed to be removed at a height of 4 1/2 feet above the ground so that such tree or trees may be inspected more easily by the Township Forester.

§25-27.7 BE AND HEREBY AMENDED AS FOLLOWS:

a. Site Inspection. Within 30 days after receipt of an application for a tree removal permit, the Township Forester shall communicate with the applicant and arrange for a site inspection. Submission of the application shall be deemed consent for the Township Forester to enter onto the property on which the tree(s) to be removed is located during normal and reasonable business hours, but reasonable efforts should be made for the applicant to be present to answer the Township Forester's questions and also to provide an opportunity for the Township Forester to provide advice about the condition, value and recommended care of all of the trees on the applicant's property to better meet the educational purpose of the chapter. The Township Forester's inspection should confirm the location of the tree(s) sought to be removed, the reason(s) for the removal request, should note any risk factors for other trees on the property, and the likelihood of potential problems, such as increased soil erosion, water runoff, drainage problems, the presence of bedrock or steep slopes, and safety concerns on the subject property and on adjoining property, and make other appropriate officials aware of those potential problems and concerns. Any permit not acted upon within a period of 12 months after issuance shall become null and void.

b. Factors to be Considered Where Tree Removal is Sought. In deciding whether to issue a tree removal permit in connection with a development application, the Planning Board shall consider the following factors and in deciding all other applications, the Township Forester shall consider the following factors:

1. Whether the proposed cutting down or removal would impair the growth and development of the remaining trees on the applicant's property or on adjacent properties;
2. Whether the proposed cutting down or removal would change existing drainage patterns;
3. Whether the proposed cutting down or removal would allow soil erosion or would increase dust;
4. Whether the proposed cutting down or removal would increase the amount of stormwater runoff on other properties in the area, whether contiguous or not;
5. Whether the proposed cutting down or removal would constitute a significant change in the screening between existing or proposed buildings or roads on the site and adjacent land or in the wooded aspect of the lot as viewed from any adjacent public road;
6. Whether the proposed cutting down or removal would constitute a horticulturally advantageous thinning of an existing overgrown area or the removal of dead or diseased trees;
7. Whether proposed changes in the topography of the area where such tree(s) are located will create conditions, which may be injurious to the trees or other trees located nearby so

as to require welling, construction of an aerification system, or tree removal or replacement; and

8. Whether the proposed cutting or removal would remedy a safety hazard to persons or structures.

c. Denial of any application for a Tree Removal Permit may be appealed directly to the Planning Board with written notice to the Secretary of the Planning Board within forty-five (45) days of the denial by the Township Forester. Notice of the appeal shall be delivered to all adjoining property owners.

d. Review Standards to be Applied Where Tree Removal is Sought. A tree removal permit may only be granted subject to the following terms and conditions:

1. Applicant shall demonstrate that:

(a) To the greatest extent possible, existing vegetation shall be preserved;

(b) To the greatest extent possible, specimen trees and other large trees eight-inch DBH and greater) shall be preserved;

(c) On all residential lots existing natural screening and woodlands between lots, along property lines and between buildings shall be preserved to the greatest extent possible;

(d) Suitable habitats shall be preserved for species of animals (including migratory animals) that are designated as endangered or threatened by Federal or State governmental authorities to the greatest extent possible;

2. The appropriate Planning Board must make an express finding that the tree removal proposed by the applicant will not result in or cause, increase or aggravate any or all of the following conditions:

(a) Impaired growth or development of remaining trees or shrubs on the property of the applicant or upon adjacent property;

(b) Soil erosion, sedimentation and dust;

(c) Stormwater or drainage problems;

(d) Significant diminution of the screening between existing or proposed buildings or roads on site and adjacent land or in the wooded aspect of the lot or site from any adjacent road;

(e) Sewerage problems; or

(f) Dangerous or hazardous conditions.

§25-27.8 BE AND HEREBY AMENDED AS FOLLOWS:

a. Tree replacement, as approved by the Township Forester, Planning Board, and/or Township Engineer, shall be required on the removal site as follows:

1. Tree replacement required by this chapter shall be completed within two years of tree removal unless the Township Forester or Planning Board grants an extension until the next appropriate planting season if necessary. The size of the Replacement Tree shall be in accordance with Table “A” upon the approval of the Township Forester.

2. In no instance is tree replacement to be considered a penalty, but rather it implements the purposes of this section. Tree replacement shall not be a substitute for, but shall be in addition to, any penalty imposed for violation of the provisions of this section.

3. The species type and diversity of Replacement Trees shall be made at the direction of the Township Forester.

. In consultation with the Planning Board, the Township Forester shall maintain an on-line registry of all tree replacements which shall be accessible to the public. The Township Forester and/or Planning Board, where applicable, shall determine where replacement trees are planted.

5. Tree Replacement Fund. Pursuant to this section, unless the Township Forester has approved replacement of the removed tree(s) on the permit holder’s property in accordance with Table “A,” the Township Forester shall condition tree removal upon payment to the Tree Replacement Fund, established hereunder. The Township Forester shall require payment to the Tree Replacement Fund if a person removes a viable tree as determined by the Township Forester which is not replaced on the same property or Lot.

(a). **Tree Preservation and Replacement Fund:** There is hereby established a Tree Replacement Trust Fund to receive and disburse replacement tree contributions. The Tree Replacement Fund shall be the repository of all monies paid to the Township pursuant to this chapter and may also accept contributions for its purposes from private or public sources.

(b) The primary purpose of said fund is to provide for the replacement, planting and maintenance of trees on public and private property within the Township (including groundcovers, grasses, ferns, vines, and forbs when they are part of an ecological project using native plants). Professional consultant fees for administrative and/or consultant costs to implement the provisions of this chapter, including but not limited to site inspections, processing of permits, supervision of tree replacement, and enforcement of this Chapter, shall not exceed 30% of the fund.

(c) The amount to be paid to the Tree Replacement Fund shall be in accordance with Table “A” upon the approval of the Township Forester.

TABLE A

DBH of Tree	Required Action	Amount to Tree Replacement Fund
4"-8"	Replace with one 2.5" inch tree	To be prescribed by Resolution
9"-12"	Replace with two 2.5" inch trees	To be prescribed by Resolution
13"-17"	Replace with three 2.5" inch trees	To be prescribed by Resolution
17"-21"	Replace with four 2.5" trees	To be prescribed by Resolution
Over 21"	One additional 2.5" DBH tree for every 4" increase in DBH after 21"	To be prescribed by Resolution

§25-27.9 BE AND HEREBY AMENDED AS FOLLOWS:

a. In connection with any construction, prior to the issuance of a building permit or start of construction, snow fencing or other protective barriers acceptable to the official charged with the administration and enforcement of this section shall be placed around trees that are not to be removed. The protective barriers shall be placed beyond the drip line, but in no event less than 10 feet from the trunk, of any tree and shall remain in place until all construction activity is terminated. No equipment, chemicals, soil deposits or construction materials shall be placed within any area so protected by barriers. Any landscaping activities subsequent to the removal of the barriers shall be accomplished with light machinery or hand labor.

b. No person shall:

1. Cut down or remove any tree, except as permitted by this chapter, or allow or cause such cutting or removal;

2. Cause or allow any willful damage, injury or disfigurement of any tree growing within the Township. For purposes of this subsection, the actions of any person shall be deemed willful if the damage, injury or disfigurement of any tree is caused as the result of but not limited to the following: cutting, gashing or slitting of any tree; the pouring of any liquid or other material on any tree; or on the nearby ground; the construction or placement of any nonporous material on the ground around any tree so as to cut off air, light or water from the roots; or placement or removal of any soil from within the drip line, but in no event less than 10 feet from the trunk, of any tree;

3. Store or pile building material or debris or place construction equipment within the drip line, but in no event less than 10 feet from the trunk, of any tree;

4. Fail to remove any Invasive Vines;

5. Engage in activities that could cause harm to the health of the tree, including but not limited to pruning, crown reduction and/or allowing invasive vines; or

c. If any tree to be saved in connection with construction as set forth above or any replacement tree planted pursuant to this section shall die within two years it shall be replaced by the applicant or the property owner within six months.

§25-27.10 BE AND HEREBY AMENDED AS FOLLOWS:

In administering and enforcing this section, the Township Forester, the Township's Construction Official, Zoning Officer, Township Planner, Engineer, Chief of Police, or any other Township officer or designee, is hereby empowered to issue stop work orders whenever a claimed violation of this section is witnessed or reported.

III. REPEAL OF CONFLICTING ORDINANCES

Any Ordinances of the Township which are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

Tammy Williams
Council President

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

Susan McCartney
Mayor

Introduced: September 19, 2023

Adopted: October 10, 2023

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

2820-23

Legislative History

The purpose of this ordinance is to modify Chapter 25, Sections 27.3, 27.4, 27.5, 27.7, 27.8, 27.9, and 27.10 of the Revised General Ordinances of the Township of West Orange to protect trees which are among the Township's most valuable natural resource assets, which greatly enhance the appearance of the Township and contribute to its suburban and residential character, which must be kept and maintained in good order to enhance the Township's physical and aesthetic appearance, and generally protect the public health and safety as well as the general welfare. Importantly, trees contribute positively to climate change, protection of the environment, and maintenance of storm waters.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC,
SUBSECTION 7-31, NO PASSING ZONES, OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE**

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

Section 1. Subsection 7-31, No Passing Zones, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*)

Name of Street	Location
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Old Indian Road	From St. Cloud Avenue easterly to a point 375 feet East of the center line of Margulis Court
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Section 2. If any provisions of the Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application and to this end, the provisions of this Ordinance are severable.

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

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

Tammy Williams
Council President

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

Susan McCartney
Mayor

Introduced: September 19, 2023

Adopted: October 10, 2023

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

LEGISLATIVE HISTORY

The portion of Old Indian Road from St. Cloud Avenue to the center line of Margulis Court is narrow with both horizontal and vertical curves which reduce a motorist's sight distance. This Ordinance establishes Old Indian Road from St. Cloud Avenue easterly to a point of 375 feet east of the centerline of Margulis Court as a No Passing Zone for the safe and efficient movement of traffic.