

1. Conference Agenda

Documents:

[CA 4.9.24.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 4.9.24.PDF](#)

3. Resolution(S)

3.I. 117-24

Documents:

[117-24 RESOLUTION GRANTING APPLICATION FOR LOCAL LICENSE TO OPERATE A CANNABIS RETAIL BUSINESS - PURE NATURAL VIBES.PDF](#)

3.II. 118-24

Documents:

[118-24 RESOLUTION AUTHORIZING AGREEMENT WITH GARDEN STATE LABORATORY FOR LABORATORY TESTING SERVICES - 2024.PDF](#)
[118-24 AGREEMENT - GARDEN STATE LABS - 2024.PDF](#)

3.III. 119-24

Documents:

[119-24 RESOLUTION - CEP GRANT PROGRAM.PDF](#)
[119-24 ATTACHMENT - COMMUNITY ENERGY PLAN GRANT APPLICATION.PDF](#)

3.IV. 120-24

Documents:

[120-24 FIRE HYDRANT RENTAL.PDF](#)

3.V. 121-24

Documents:

[121-24 RESOLUTION-VARIOUS STREET IMPROVEMENTS PHASE I.PDF](#)

3.VI. 122-24

Documents:

[122-24 RESOLUTION-VARIOUS STREET IMPROVEMENTS PHASE 2.PDF](#)

3.VII. 123-24

Documents:

[123-24 TAX COURT RESOLUTION-AA.PDF](#)
[123-24 ATTACHMENT-TAX COURT JUDGMENTS.PDF](#)

3.VIII. 124-24

Documents:

[124-24 RESOLUTION RE BUDGET FOR LITIGATION.PDF](#)

3.IX. 125-24

Documents:

[125-24 RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH PKF OCONNOR DAVIES FOR AUDITOR SERVICES.PDF](#)
[125-24 AGREEMENT TO RETAIN PKF OCONNOR DAVIES AS CONSULTANT-REVISED AND REDLINED.PDF](#)

3.X. 126-24

Documents:

[126-24 RESOLUTION FOR SURVEILLANCE CAMERAS WEST ORANGE.PDF](#)
[126-24 EXHIBIT A - ALPR.PDF](#)

3.XI. 127-24

Documents:

[127-24 RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH MATRIX FOR GENERAL ENGINEERING CONSULTANT - 2024.PDF](#)
[127-24 AGREEMENT TO RETAIN MATRIX NEW WORLD AS GENERAL ENGINEERING CONSULTANT - 2024.PDF](#)

3.XII. 128-24

Documents:

[128-24 RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH SAMUEL KLEIN FOR AUDITOR SERVICES - 2024.PDF](#)
[128-24 AGREEMENT TO RETAIN SAMUEL KLEIN AND COMPANY AS AUDITOR.PDF](#)

3.XIII. 129-24

Documents:

[129-24 RESOLUTION AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES CONTRACT WITH GPI FOR EXPERT ENGINEERING](#)

[CONSULTING.PDF](#)
[129-24 EXHIBIT A-CONTRACT TO GPI FOR EXPERT ENGINEERING SERVICES.PDF](#)

3.XIV. 130-24

Documents:

[130-24 RESOLUTION AUTHORIZING AGREEMENT WITH STATEWIDE STRIPING CORPORATION FOR CROSSWALK RESURFACING IN THE HEIGHTS - 2024.PDF](#)
[130-24 AGREEMENT.PDF](#)
[130-24 EXHIBIT.PDF](#)

3.XV. 131-24

Documents:

[131-24 RESOLUTION AUTHORIZING EXTENSION OF PROFESSIONAL SERVICES AGREEMENT WITH PHILLIPS PREISS GRYGIEL.PDF](#)

3.XVI. 132-24

Documents:

[132-24 RESOLUTION AUTHORIZING COMMUNITY SERVICES AGREEMENT WITH PLEASANT VALLEY PRODUCTION - 2024.PDF](#)
[132-24 COMMUNITY SERVICES AGREEMENT.PDF](#)

3.XVII. 133-24

Documents:

[133-24 RESOLUTION AUTHORIZING GRANT AGREEMENT WITH LUNA STAGE - 2024.PDF](#)
[133-24 GRANT AGREEMENT.PDF](#)

3.XVIII. 134-24

Documents:

[134-24 EXECUTIVE SESSION 4.9.24.PDF](#)

3.XIX. 135-24

Documents:

[135-24 EXECUTIVE SESSION 4.9.24.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2845-24

Documents:

[2845-24 ORDINANCE NO PARKING 15 HIGH ST RESTRICTED PARKING 14 WASHINGTON 16 LLEWELLYN 77 KIRK 031224.PDF](#)

4.II. 2847-24

Documents:

[2847-24 ORDINANCE RE LEAD BASED PAINT.PDF](#)

5. Ordinance(S) On First Reading

5.I. 2848-24

Documents:

[2848-24 REVISED ORDINANCE GOVERNING CANNABIS BUSINESSES -
4.1.24 \(REDLINED\).PDF](#)

5.II. 2849-24

Documents:

[2849-24 AMENDING CH. 16.3-REDLINED.PDF](#)

5.III. 2850-24

Documents:

[2850-24 AMENDING CH. 16.4-AMENDED ORDINANCE-REDLINED.PDF](#)

REVISED

**Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, April 9, 2024
Meeting No. 7**

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 21, 2023, and published in the West Orange Chronicle on November 30, 2023.

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

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6:30 P.M.

- **Promotion Ceremony – John Hamilton-W.O. Police Officer to rank of Sergeant**
- **Proclamation – Presented to Sandy Guerrero-All American Wrestler and National Champion**
- **Presentation - HomeSharing - Steven Nagel, Executive Director**
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

PUBLIC MEETING AGENDA-REVISED

**Township of West Orange
66 Main Street – 7:00 p.m.
April 9, 2024-Meeting No. 7**

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 21, 2023, and published in the West Orange Chronicle on November 30, 2023.

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

- 1. Public Comment (Agenda Items Only)**
- 2. *Consent Agenda**
- 3. *Approval of Minutes of Previous Meeting – Public Meeting and Executive Session March 26, 2024**
- 4. *Report of Township Officers - None**
- 5. *Reading of Petitions and Communications and Bids**
- 6. *Bill List 4.9.24**
- 7. *Resolutions**
 - a. 117-24 Resolution Granting Application for Local License to Operate a Cannabis Retail Business - Pure Natural Vibes (Legal-Moon)**
 - b. 118-24 Resolution Authorizing Agreement with Garden State Laboratory 410 Hillside Avenue, Hillside, NJ for Laboratory Testing Services Effective January 1, 2024 through December 31, 2024 for a Total Cost of \$5,000.00 (Legal-Moon)**
 - c. 119-24 Resolution Authorizing the Application to the New Jersey Clean Energy Program Community Energy Planning Grant Program (Legal-Gengaro)**
 - d. 120-24 Resolution Authorizing Reimbursement for 2023 Fire Hydrant Rental Costs for the Hilltop Villas Condominium Associations on Herbert Terrace, a Condominium which is a Qualified Private Community with the Formula for Reimbursement as set Forth in Ordinance No. 1384-96 and Codified as West Orange Revised General Ordinance No. 2-72 (Carballo)**
 - e. 121-24 Resolution Authorizing a Professional Services Contract be to Greenman-Pederson, Inc. to Provide Professional Engineering Services for Various Street Improvements, Phase I in the Amount of \$17,455.00 (Carballo)**
 - f. 122-24 Resolution Authorizing a Professional Services Contract be to Greenman-Pederson, Inc. to Provide Professional Engineering Services for Various Street Improvements, Phase II in the Amount of \$23,285.00 (Carballo)**

- g. **123-24** Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court of New Jersey (Longo)
- h. **MOTION FAILED 124-24** Resolution of the West Orange Township Council Requesting that the Law Firms of Genova Burns and Jardim Meisner Salmon Sprague & Susser Provide a Specific Detailed Budget as to the Cost to be Incurred in Concluding Litigation-In re: Township of West Orange Docket No. ESX-L-004687-23 (Legal-Trenk)
- i. **125-24** Resolution Authorizing Execution of Professional Services Agreement with PKF O'Connor Davies for Financial Services Pursuant to the Terms and Conditions Set Forth in the Agreement (Legal-Gengaro)
- j. **126-24** Resolution Authorizing Execution of a Memorandum of Understanding Between the Township of West Orange and the County of Essex for the Installation and Maintenance of Surveillance Cameras and Equipment on Traffic Signals and Rights of Way Belonging to the County Of Essex (Legal-Gengaro)
- k. **127-24** Resolution Authorizing Execution of Professional Services Agreement with Matrix for General Engineering Consultant Pursuant to the Terms and Conditions Set Forth in the Agreement (Legal-Gengaro)
- l. **128-24** Resolution Authorizing Execution of Professional Services Agreement with Samuel Klein for Auditor Services Pursuant to the Terms and Conditions Set Forth in the Agreement (Legal-Gengaro)
- m. **129-24** Resolution Authorizing Professional Services Agreement with GPI for Expert Engineering Consultation Pursuant to the Terms and Conditions Set Forth in the Agreement (Legal-Gengaro)
- n. **130-24** Resolution Authorizing Agreement with Statewide Striping Corporation, 499 Pomeroy Road, Parsippany, New Jersey 07054, to Perform the Required Crosswalk Resurfacing for an Amount NTE \$29,115.25 (Legal-Moon)
- o. **131-24** Resolution Authorizing Extension of Professional Services Agreement with Phillips Preiss Grygiel for Township Planner ending May 31, 2024. (Legal-Moon)
- p. **132-24** Resolution Authorizing Community Services Agreement with Pleasant Valley Production for the Contribution of Funds in the Amount of \$20,000. to be Utilized for the Programming and Shows at OSPAC – 2024 (Gross)
- q. **133-24** Resolution Authorizing Community Services Agreement with Luna Stage to be Utilized for the Provision of Arts Education Program in 2024 (Gross)
- r. **134-24** Resolution Authorizing an Executive Session for the Purpose of Discussing Contract Negotiations Specifically Resident Redevelopment RFP (Abbott)
- s. **135-24** Resolution Authorizing an Executive Session for the Purpose of Discussing Contract Negotiations Specifically **129-24** Resolution Authorizing Professional Services Agreement with GPI for Expert Engineering Consultation Pursuant to the Terms and Conditions Set Forth in the Agreement

8. Ordinances on Second and Final Reading

- a. **2845-24** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-13 Parking Prohibited at all Times on Certain Streets and Subsection 7-32.2, Restricted Parking Zones of the Revised General Ordinances of the Township of West Orange-(15 High St., 14 Washington St., 16 Llewellyn Ave., 77 Kirk St.) (Carballo)

- b. **REMOVED**-Chapter 25 ordinances must be reviewed by the Planning Board prior to approval.
- c. **2847-24** An Ordinance Supplementing Chapter 14 and Establishing a Section for Lead-Based Paint Hazard Inspection Requirements for Rental Dwellings to the Revised General Ordinances of the Township of West Orange (Lead-Based Paint Hazard Inspection Requirements for Rental Dwellings) (Legal-Trenk)

9. Ordinances on First Reading

- a. **2848-24** An Ordinance Amending Chapter 5, Section 34.2, Section 34.4, Section 34.5, And Chapter 25, Section 24.2 Of The Revised General Ordinances Of The Township Of West Orange (Licensed Cannabis Entities) (Legal-Moon) **(will be heard on second and final reading after Planning Board review)**
- b. **2849-24** An Ordinance Amending Chapter 16, Section 3 of the Revised General Ordinances of the Township of West Orange (Swimming Pools—Plot Plan Required; Review Fee) (Legal-Gengaro)
- c. **2850-24** An Ordinance Amending Chapter 16, Section 4 Of The Revised General Ordinances Of The Township Of West Orange (Swimming Pools—License Fees) (Legal-Gengaro)

10. Public Comment (Non-Agenda Items-if needed)

11. Pending Matters/New Matters/Council Discussion

- Selection of CCRB Rep.

12. ABC Hearing-None

13. Adjournment

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

Please click the link below to join the webinar:

https://us06web.zoom.us/j/83800282772?pwd=P_YIWvQ0XWp0IkDW09ONHVWvwt5-Aw.KmU2JC6dPi0QjdjO

Webinar ID: 838 0028 2772

Passcode: 056374

Public Comment – In Person Only

Next Meeting Date(s): **Wednesday, April 24, 2024**

Agenda is subject to change.

RESOLUTION

WHEREAS, pursuant to N.J.S.A. 40:48-2 and N.J.S.A. 24:61-45, the Township Council of the Township of West Orange (the “Township”) adopted Ordinance 2647-21 on July 13, 2021, amending the Township Code to establish rules and regulations governing cannabis; and

WHEREAS, the Township’s rules and regulations governing cannabis within the Township includes a local license requirement, which requires proposed cannabis businesses to apply for and obtain the Township Council’s approval for the issuance of a local license to operate a cannabis business within the Township of West Orange (a “Local License”); and

WHEREAS, Pure Natural Vibes LLC, an entity registered to do business in the State of New Jersey, submitted an application for a Local License for the proposed operation of a cannabis retail business within the Township at Suite 100 of the property located at: Block 84.01, Lot 60, commonly known as 470 Prospect Avenue (“Application”); and

WHEREAS, Pure Natural Vibes LLC has received site plan approval from the Township’s Planning Board for the above-referenced proposed cannabis retail business; and

WHEREAS, Pure Natural Vibes LLC received final approval from the State of New Jersey Cannabis Regulatory Commission (“CRC”) for a Class V Cannabis Retail Annual License; and

WHEREAS, the issuance of a Local License to Pure Natural Vibes LLC to operate as a Cannabis Retail Business will not exceed the Township's current limit of retail cannabis businesses;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, County of Essex, State of New Jersey, in consideration of the recommendations of the Chief of Police hereby determines to be in the best interests of the Township, as follows:

1. The above recitals are incorporated as though set forth at length herein.
2. The application of Pure Natural Vibes LLC for a local license to operate a cannabis retail business within the Township of West Orange at Suite 100 of the property located at: Block 84.01, Lot 60 (commonly known as 470 Prospect Avenue, West Orange, New Jersey), is in compliance with the Township's local regulations on cannabis businesses, and is hereby approved.
3. This Resolution shall constitute proof that said application complies with the Township's local restrictions pursuant to N.J.S.A. 24:6I-45(c)(1).
4. The issuance of a Local License to operate a cannabis retail business within the Township would not exceed the Township's current limit of retail cannabis businesses.
5. The Township Clerk is authorized and directed to issue a Local License to Pure Natural Vibes LLC.
6. The Township Clerk shall also promptly provide Pure Natural Vibes LLC and the New Jersey Cannabis Regulatory Commission with a certified copy of this Resolution.
7. This Resolution shall take effect immediately.

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

Bill Rutherford, Council President

Adopted: April 9, 2024

RESOLUTION

WHEREAS, the Township of West Orange (“Township”) wishes to retain Garden State Laboratories, Inc. (“Garden State”) to provide for public health testing services for a one year period beginning January 1, 2024 through December 31, 2024; and

WHEREAS, Garden State and the Township have negotiated an agreement, annexed hereto as Exhibit “A” (the “Agreement”) wherein Garden State agrees to perform tests and provide supplies for the Township that conform with the methods promulgated by the State of New Jersey, Department of Health and/or the American Public Health Association and/or the Association of Official Agricultural Chemists, and conform with the requirement of all applicable laws and regulations to the satisfaction of the Township’s Public Health Officer; and

WHEREAS, Garden State has provided the above-mentioned services to the Township in the past to the satisfaction of the Township’s Public Health Officer; and

WHEREAS, Garden State has agreed to indemnify and hold harmless the Township from and against any losses, claims, or expenses which may arising in connection with this contract; and

WHEREAS, pursuant to the Agreement, Garden State has agreed to provide the required services to the Township at a total cost of Five Thousand Dollars (\$5,000.00), to be paid in half yearly installments.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute the Agreement with Garden State annexed hereto as Exhibit “A,” and the Municipal Clerk be and is hereby authorized to attest to the Mayor’s signature thereon; and be it further

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

Karen Carnevale
Township Clerk

Bill Rutherford
Council President

Adopted: April 9, 2024

I hereby certify funds available from Account No. 01-2010-00-8052-090

John O. Gross, Chief Financial Officer

AGREEMENT

THIS AGREEMENT, dated as of the **1st** day of **JANUARY, 2024** between the **TOWNSHIP OF WEST ORANGE**, a Municipal Corporation, in the County of Essex, and the State of New Jersey (hereinafter referred to as the “Township”), having its principal offices at 66 Main Street, West Orange, New Jersey; and **GARDEN STATE LABORATORIES, INC.**, (hereinafter referred to as the “Contractor” or “Laboratory”), having its principal offices at 410 Hillside Avenue, Hillside, New Jersey.

WITNESSETH

1. The Contractor hereby covenants and agrees to furnish and deliver to the Township, goods, merchandise, supplies, and/or services (hereinafter jointly and severally referred to as “Supplies”), such as testing, as follows:

- a. Foods for standard plate count, coliform count, *E. coli* count, yeast and mold count and coagulase positive staphylococci count as applicable.
- b. Milk and milk products for standard plate count and coliform count applicable.
- c. Foods involved in a suspected food poisoning for standard plate count, coliform count, *E. coli* count, coagulase positive staphylococci count, salmonella, *E. coli* 0157:H7, and *Listeria monocytogenes* as applicable.
- d. Potable water for heterotrophic plate count, total coliform, volatile organic compounds and other chemical tests.
- e. Swab tests of multi-use utensils in eating and drinking establishments.
- f. Environmental bacteriological and chemical analyses, including lead in paint chips and water pollution tests.
- j. The laboratory agrees to furnish all equipment requisite for the proper collection of samples, except for ice chests and to mail or email the results of all tests promptly upon completion of the Health Official in charge.
- k. To pick up samples a to f plus any other samples at the discretion of the Health Officer on a prearranged schedule. Maximum 10 samples per month.

2. The Contractor agrees to perform tests and provide supplies for the Township in conformity with those methods promulgated by the New Jersey Department of Health, the New Jersey Department of Environmental Protection, the American Public Health Association, or the

AOAC International, and in conformity with the requirement of all applicable laws and regulations to the satisfaction of the Township's Director of Health and Welfare.

3. The Township agrees to pay to the Contractor an all-inclusive fee for the above services and supplies of Five Thousand (\$5,000.00) Dollars, which will be paid in half-yearly installments.

4. The Contractor acknowledges that it has read N.J.S.A. 10:2-1, et. seq. (Discrimination in Employment on Public Works; Contract Provision), the terms of which are incorporated herein as if expressly set forth at length, and the contractor agrees to comply with and be bound by the terms thereof.

5. Neither this Agreement nor the monies to become due hereunder are assignable.

6. Contractor warrants that title to the supplies will be transferred to the Township, free and clear of any and all liens, encumbrances and rights of the third parties.

7. The acceptance of payment by the Contractor shall constitute a release of any claims or liabilities of any nature whatsoever, if any, owing to the contractor from the Township, its agents, servants and employees. Payment made to the Contractor shall not constitute acceptance by the Township of defective or improper supplies and acceptance by the Township shall not be deemed to occur at any time sooner than 10 days after the time of actual inspection of the supplies by an authorized representative of the Township.

8. Contractor agrees to indemnify and hold harmless the Township, its agents, servants and employees from and against any and all losses, damage, liabilities, and expenses which may arise or be claimed against the Township, its agents, servants and employees, consequent upon or arising out of or in connection with the within contract, including, but not limited to, claims resulting from or in connection with delivery and improper or defective supplies. Contractor shall maintain such public liability insurance that will protect contractor and any sub-contractor performing work covered by this Agreement from claims for personal injury and property damage and worker's compensation. The public liability insurance shall be in the amount of at least \$500,000.00 for injury or death to one person and at least \$1,000,000.00 on account of one accident. Such insurance shall be written by insurance companies licensed to do business in this State and certificates evidencing the same, in a form satisfactory to the Township Attorney, and shall be delivered to the Township prior to commencement of any acts under this agreement or upon the request to the Township. Such certificates shall name the Township as an additional insured. Contractor shall also cover its employees with worker's compensation insurance during the term hereof.

9. The supplies or any portion thereof, shall be delivered and unloaded by the Contractor at the Contractor's cost and expenses at such location or locations within the Township of West Orange as may be specified by the Director of the Department, for which the supplies are intended and the supplies or any portion thereof shall be delivered at such time or times as may be specified by said Director.

10. Contractor agrees to abide by the terms of the supplement attached hereto and made part hereof as **Schedule A**.

11. This agreement is effective as of **January 1, 2024** and covers the period of **January 1, 2024 through December 31, 2024**.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers, and caused these corporate seals to be affixed hereto.

ATTEST:

GARDEN STATE LABORATORIES

Name:

Name:

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN CARNEVALE, R.M.C
TOWNSHIP CLERK

BY:_____

Susan McCartney_____
MAYOR

SCHEDULE A

I. During the performance of this Agreement the contractor agrees as follows:

a. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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

RESOLUTION AUTHORIZING THE APPLICATION TO THE NEW JERSEY CLEAN ENERGY PROGRAM COMMUNITY ENERGY PLANNING GRANT PROGRAM

WHEREAS, a sustainable community seeks to ensure that its environmental, economic and social objectives are balanced and mutually supportive; and

WHEREAS, West Orange Township strives to assure clean land, air and water for current and future generations; and

WHEREAS, New Jersey's Energy Master Plan: Pathway to 2050 ("EMP") established that community-level action is necessary to achieve the state's goal of 100% clean energy by 2050; and

WHEREAS, the New Jersey Board of Public Utilities has created a Community Energy Plan Grant program for municipalities to develop a community energy plan to meet the goals of the state's Energy Master Plan; and

WHEREAS, West Orange Township is invested in developing a community energy plan to help the state achieve the goal of 100% clean energy by 2050; and

WHEREAS, the Community Energy Plan Grant program will help West Orange Township to plan for and invest in renewable energy and to work towards a better environment for all residents by using the state's Energy Master Plan (EMP) as a guide to develop sustainable strategies that increase clean energy production, reduce energy use, and cut emissions.

WHEREAS, the Township Council of West Orange Township has determined that West Orange Township should apply for the aforementioned Community Energy Planning Grant program; and

WHEREAS, West Orange Township will commit to providing staff support for the duration of the Community Energy Planning process, including for gathering of relevant data and for convening at least one public meeting.

NOW, BE IT HEREBY RESOLVED, that the Town Council of West Orange Township of the State of New Jersey, authorizes the submission of the aforementioned application to the NJBPU Community Energy Planning Grant program.

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

Bill Rutherford,
Council President

Adopted: April 9, 2024

Community Energy Plan Grant Application Form Program Year 3

Program Background

New Jersey Board of Public Utilities (“Board” or BPU”) has created a Community Energy Plan Grant (“CEPG”) program for municipalities to develop a Community Energy Plan to meet the goals of the state’s Energy Master Plan (“CEPG Program”). [New Jersey’s Energy Master Plan: Pathway to 2050](#) (“EMP”) established that community-level action is necessary to achieve the state’s goal of 100% clean energy by 2050.¹

The CEPG Program will help municipalities plan for energy resilience, renewable energy, and efficiency to work toward a better environment for all residents. By using the state’s EMP as a guide, grantees will work to develop sustainable strategies that increase clean energy production, reduce energy use, and cut emissions. This grant will be available to all municipalities, with additional support and funds provided to overburdened municipalities as defined below.

The goal of the CEPG Program is to enable municipalities to review a list of suggested initiatives that will help the community identify a set of activities that will set them on a trajectory to reduce greenhouse gas emissions. The 12-month CEPG Program process is intended to support a review of potential initiatives and to select those best suited to municipal needs and opportunities. The Community Energy Plan, as defined in the “Program Summary” section below, is expected to be completed and submitted to the BPU within 12 months of the grant award.

Program Summary

Community Energy Planning is the process by which communities collaboratively select emissions-reducing initiatives that fulfill the EMP’s goals (“Planning Process”). The Planning Process includes assembling a planning team of local municipal staff, elected officials, relevant municipal board and commission members, and community volunteers and/or green team members (“Planning Team”). This Planning Team assesses the municipality’s needs to identify the opportunities for energy resiliency,²

¹ New Jersey Board of Public Utilities, [2019 New Jersey Energy Master Plan: Pathway to 2050](https://nj.gov/emp/docs/pdf/2020_NJBPU_EMP.pdf), https://nj.gov/emp/docs/pdf/2020_NJBPU_EMP.pdf.

² “Energy Resilience” is defined by the United States Department of Energy as: “the ability of the grid, buildings, and communities to withstand and rapidly recover from power outages and continue operating with electricity,

renewable energy, and energy efficiency. Based on these identified opportunities, the planning team will need to construct a plan to effectuate these opportunities throughout their municipality (“Community Energy Plan”).

The core activity for each Planning Team is to work through the [Community Energy Plan Workplan Template](#).³ The BPU’s Office of Clean Energy Equity, working with partner Sustainable Jersey, has developed the Workplan Template so that it identifies a slate of practical and impactful energy strategies that municipalities can implement. This allows municipal CEPG recipients to focus their efforts on assessing the actions that will contribute to improving local energy performance and achieving statewide energy goals.

Using the Workplan Template as a means of effectuating the Community Energy Plan, the Planning Team will develop and determine the steps that need to be taken and a timeline for the implementation of these steps for each initiative selected as part of its Workplan Template. The Workplan Template will list key department lead and/or partner entities for accomplishing each initiative. The Workplan Template will enable the Planning Team to begin to identify potential sources of funding for implementation of the identified initiatives.

The Planning Team should engage the entire community during the Planning Process through public meetings to determine the targeted initiatives and develop a timeline for implementation. For example, a community might determine how many electric vehicle (“EV”) charging stations are currently publicly accessible and set a target for providing more EV charging stations in its community. Alternatively, a community may wish to prioritize energy efficiency for local businesses and plan an outreach campaign to help businesses take advantage of state or utility energy efficiency incentives.

The CEPG Program does not fund implementation of projects identified by the municipality. The CEPG is to be used for creating the municipality’s Community Energy Plan itself.

Section A: Application Instructions, Terms and Conditions

The application form in Section B below is intended only for municipalities submitting a CEP proposal for consideration by the BPU for participation in the CEPG Program.

This application form is valid only for the following CEPG Program year and application period:

Program Year 3

Application Period Opening Date: December 19, 2023

Application Period Close Date: May 24, 2024

heating, cooling, ventilation, and other energy-dependent services.” United States Department of Energy, *Energy Resilience*, <https://www.energy.gov/eere/energy-resilience>.

³ Sustainable Jersey, Community Energy Plan Workplan Template: A Sustainable Jersey Guide, https://www.sustainablejersey.com/fileadmin/media/Actions_and_Certification/Actions/Energy/Community_Energy_Plan_Workplan_Template10_2021.pdf (hereafter, “Workplan Template Guide”)

I. Minimum Qualification Requirements

The purpose of this application is for municipalities to create a Community Energy Plan that aligns local community initiatives with the State's EMP. All municipalities that submit a completed application for a CEPG are eligible to receive a **\$10,000** grant award. Municipalities identified as an overburdened municipality, as more fully described below in Section b. Overburdened Municipalities Defined, are eligible for a **\$25,000** grant award.

a. Eligibility and Procedure

The CEPG Program is open to proposals that meet the following minimum requirements. The applicant ("Applicant"), as defined below, must:

1. Be a municipality;
2. Submit a completed CEPG Program application in full (application is in Section B, subsections I and II below);
3. Submit a completed and notarized Applicant Certification form (found in Section C); and
4. Submit a signed, dated, and approved municipal resolution documenting the governing body's approval of the application and commitment to implement the required Community Energy Plan Planning Process with the completed application form. See Appendix C ("Form of Resolution Evidencing Municipal Support of Application") for a form of resolution.

b. Overburdened Municipalities Defined

Overburdened Municipalities have been identified based on the below criteria:

1. The municipality has over 50% of its population living in an Overburdened Community (OBC) Census Block as defined by the New Jersey Department of Environmental Protection pursuant to New Jersey's Environmental Justice Law, N.J.S.A. 13:1D-157; and
2. The municipality meets one or both of the following criteria (either A or B):
 - a) Over 35% of the population is living under 200% of the poverty level according to U.S. Census 2019 ACS data; or
 - b) The municipality has a distress score of 40 or higher according to the New Jersey Department of Community Affairs (DCA) [Municipal Revitalization Index](#) (MRI).⁴

A list of Overburdened Municipalities is in Appendix A.

II. Instructions for Completing the Community Energy Plan Grant Application Form

⁴ See DCA, 2020 Municipal Revitalization Index – Alphabetical (2020), https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.nj.gov%2Fdca%2Fhome%2F2020_MRI_Scores_and_Rankings.xlsx&wdOrigin=BROWSELINK.

1. All questions pertaining to the CEPG Program application form should be directed to: community.energy@bpu.nj.gov
2. Each municipality applying to participate in the CEPG Program must complete and submit the application form in full. The application form can be found in Section B ("Community Plan Grant Application Form") below. Attachments should be placed at the end of the Application package.
3. Original ink/wet signatures on all forms and certifications of this application form are required.
4. **The applicant certifications contained in Section C must be notarized.** Failure to have the Application certification form notarized will cause an application to be deemed administratively incomplete.
5. **Failure to complete all sections of the Application or to submit all required attachments will cause the Application to be deemed administratively incomplete.**
6. Completed applications must be emailed to: community.energy@bpu.nj.gov no later than 5:00 PM Eastern Time on the Application Period Close Date of **May 24, 2024** to be considered for a Program Year 3 CEPG.

III. Terms and Conditions

A. General Terms and Conditions

1. The "Applicant" is defined as a municipality that submits a CEPG application form located in Section B, subsections I and II herein.
2. All applications must comply with all local, state and federal rules, regulations and laws.
3. By submitting an application, the Applicant acknowledges on behalf of all project participants that the information included in the application is subject to disclosure under the Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq. Based on information received, the Board and/or other state, federal, county, regional or local agencies may use aggregated information in reports and evaluations, and the geographic location may be used to update Geographic Information System ("GIS") mapping. Furthermore, the Applicant understands that the list of approved CEPG projects will be published on the Board's website, at <https://njcleanenergy.com/commercial-industrial/programs/community-energy-plans>, after such time as Board Staff ("Staff") has selected all participating Applicants.
4. Amendments or supplements to the CEPG application form will be made available via the New Jersey Clean Energy Program ("NJCEP") website at www.njcleanenergy.com. This application form may be modified for future application periods at any time without prior notification to Applicants.
5. Only applications that are deemed administratively complete by the Application Period Close Date of May 24, 2024 will be considered for participation in the CEPG Program Year 3. An application will be deemed administratively complete only if:
 - (1) all questions are answered;
 - (2) all required attachments are included; and
 - (3) all required signatures are included (See Section A.II. above).

At Staff's option, Applicants will be notified if their application is deemed administratively incomplete and, thus, not eligible for consideration for Program Year 3. Please be aware that Staff is not required to provide such notification. Applicants with Applications that are not Administratively Complete may submit a new, Administratively Complete Application for consideration in the next program year (Program Year 4), without advantage or disadvantage.

6. The Applicant may be required to supplement the information provided in the application form upon request from the Board or Staff.

B. Evaluation of Applications and Approval of Projects

1. Following the Application Period Close Date, an evaluation committee will review and evaluate each application.
2. Applications will be evaluated for completeness to be considered for participation in the CEPG Program. Municipalities must complete the Community Energy Plan Application Checklist provided in Appendix B. Municipalities must submit a fully executed Resolution approved by the municipality's governing body (Town Council, City Council, etc.) in support of the grant application. A form for such Resolution is located at Appendix C ("Form of Resolution Evidencing Municipal Support of Application").
3. At the Application Period Close Date, Staff may reject applications that are incomplete or that do not meet a minimum standard for selection, as set forth in this Community Energy Plan Grant Application Form.

C. Milestones for Approved Projects

1. By accepting the CEPG, an Applicant receiving such grant ("Grantee") agrees to complete the following scope of work:
 - i. Each Grantee must establish a team for the purposes of reviewing the Strategies in the Workplan Template (see Section IV. ("Sustainable Jersey Technical Assistance and Resources" under the "[Community Energy Workplan Template](#)" and determine which Initiatives will be incorporated into its Community Energy Plan;⁵
 - a. CEPG planning teams in municipalities that are Overburdened Municipalities must meet with Sustainable Jersey staff within six (6) weeks of the award;
 - b. All other municipalities must meet with Sustainable Jersey staff at least once within the first three (3) months of the award;
 - ii. Within three (3) months of the CEPG award, each Grantee must submit to Sustainable Jersey and the Board a proposed budget based on the budget guidelines listed in Section E ("Use of Funds/Budget Guidelines");
 - iii. Within six (6) months the Workplan Template must be completed by all municipalities (the Workplan Template is a shared document such as a Google Sheet that all members of the planning team and Sustainable Jersey staff can access.);
 - iv. Within eight (8) months, the municipality must conduct a minimum of one additional public meeting to engage the community in the creation of the Community Energy Plan;
 - v. Within twelve (12) months, the municipality must finalize the Community Energy Plan through **formal** adoption by the municipal governing body through the passage of a municipal resolution and submit a copy of the completed Plan to the Board.
2. If the Grantee would like to change the original budget, the Grantee must submit a formal change request ("Budget Change Request") to the Board, at community.energy@bpu.nj.gov . The Budget

⁵ See Workplan Template Guide.

Change Request must outline the original budget line item(s), the change requested, and an explanation for the change.

3. At the end of the Grant Term, the Grantee will be required to submit a copy of the municipal Community Energy Plan to the BPU. The Grantee will also be required to submit a copy of the resolution that their municipal governing body passed, evidencing the adoption of the Community Energy Plan.
4. Reporting requirements for the CEPG are dependent on the amount awarded:
 - i. Recipients of a \$10,000 CEPG are to submit one expenditure report at the end of the twelve (12) month Grant Term; and
 - ii. Recipients of a \$25,000 CEPG are to submit three (3) quarterly reports and one (1) final report on or before the end of the twelve (12) month Grant Term.

D. Submitting an Application

Completed applications must be emailed to: community.energy@bpu.nj.gov no later than 5:00 PM Eastern Time on the Application Period Close Date of May 24, 2024 in order to be considered for a Program Year 3 CEPG.

E. Use of Funds / Budget Guidelines

Non-Overburdened Municipalities

If accepted, your municipality is eligible to receive a \$10,000 grant award.

Overburdened Municipalities

If accepted, your municipality is eligible to receive a \$25,000 grant award (See Appendix A for a list of overburdened municipalities).

Within 60 days of the completion of the Community Energy Plan, any remaining unused grant funds must be returned to the Board. **The Grantee has 60 days from the Grant Term end date to submit a final expenditure and programmatic report to the Board.**

Funds may be used for any purpose related to the creation - and to the creation only - of the Community Energy Plan. This includes staff salaries, overhead, consultants, supplies, and other direct expenses.

Funds cannot be used for implementation of projects, such as installation of EV charging stations or purchase of alternative fuel vehicles.

Sample Eligible Expenses	Sample Ineligible Expenses
• Stakeholder engagement costs (venue reservation, flyers to promote meeting to discuss CEPG, etc.) • Time for review of Workplan Template, creation of plan • Consultant costs (see Appendix D ("Use of Consultants" below)	• Purchase of electric vehicles • Purchase of solar panels • Installation of equipment (EV charging equipment, solar panels, etc.) • Food/refreshments for stakeholder meetings

- o Stakeholder engagement process - o Preparation of Community Energy Plan - o Feasibility study for EV charging infrastructure - o Feasibility study for solar siting	
--	--

F. Use of Consultants

If the Applicant intends to hire a consultant as a part of its CEPG project, once the grant is awarded and the Grantee identifies the consultant, the Grantee must provide a copy of the written agreement with the proposed consultant. Awardees are advised to consult with Sustainable Jersey staff prior to engaging a consultant as part of the Milestones element detailed in Section III.C.i.b. above. Municipalities wishing to utilize the services of consultants should review the Sustainable Jersey [Community Energy Plan Guide with Model RFP Template for Consultant Services](#).⁶

Sample specifications for consultants in community energy planning:

- A. Community Energy Plan Community Stakeholder Engagement Process
- B. Community Energy Plan Development
- C. Administrative Support (grant reporting, etc.)
- D. Implementation Plan/Feasibility Study for specific project

IV. Sustainable Jersey Technical Assistance and Resources

Sustainable Jersey is a non-profit that since 2009 has been providing tools, training, and financial incentives to support communities as they pursue sustainability programs. As a partner with the BPU Office of Clean Energy Equity, [Sustainable Jersey](#) will provide technical assistance for both Community Energy Plan Grant Applicants and Grantees with specific commitment to work closely with Overburdened Municipalities.⁷ **To provide this assistance, all Applications and proposed budgets will be shared with Sustainable Jersey.**

Sustainable Jersey provides resources for Community Energy Planning including: [Guide for Sustainable Energy Communities](#)⁸

⁶ Sustainable Jersey, [Community Energy Planning Guide with Model RFP Template for Consultant Services](#) (August 2022), https://www.sustainablejersey.com/fileadmin/media/Actions_and_Certification/Actions/Energy/Sustainable_Jersey_Community_Energy_Planning_Guide_08.2022.pdf.

⁷ Sustainable Jersey, <https://www.sustainablejersey.com/>.

⁸ Sustainable Jersey, [Sustainable Jersey Guide for Sustainable Energy Communities](#) (March 2022), https://www.sustainablejersey.com/fileadmin/media/Actions_and_Certification/Actions/Energy/SJ_Sustainable_Energy_Communities_Guide10_2021.pdf.

Case studies and best practices of energy initiatives

[Sustainable Jersey Data Center](#)⁹

Comprehensive energy data by municipality

[Model Community Energy Plan](#)¹⁰

Sample community energy plan

[Community Energy Plan Workplan Template](#)¹¹

Workbook for selecting and prioritizing energy initiative

Section B: Community Energy Plan Grant Application Form

This Application form must be completed in its entirety. **Incomplete applications will not be accepted.** Attachments should be placed at the end of the Application package. All questions pertaining to the CEPG Program application form should be directed to: community.energy@bpu.nj.gov

I. Applicant Contact Information

Municipality: _____ **County:** _____

Mailing Address: _____

Zip Code: _____

Mayor: _____

Email: _____ **Phone:** _____

Primary Municipal Contact for the CEPG (Business Administrator, Municipal Clerk, etc.):

Title: _____

Email: _____ **Phone:** _____

Primary Municipal Fiscal Contact for the CEPG (Municipal Treasurer, Finance Officer, Comptroller, etc.) (please note if same as above):

Title: _____

First Name: _____ **Last Name:** _____

Email: _____ **Phone:** _____

Municipal Vendor ID #: _____

⁹ Sustainable Jersey, Data Center, <https://www.sustainablejersey.com/resources/data-center/>.

¹⁰ Gotham Township, Community Energy Plan (April 2023).
https://www.sustainablejersey.com/fileadmin/media/Actions_and_Certification/Actions/Energy/Model_Community_Energy_Plan_for_GOTHAM_TOWNSHIP_June_2023.pdf.

¹¹ Workplan Template Guide.

Section C: Applicant Certification

Instructions: Original ink/wet signatures on all certifications are required.

All municipal applicants must complete the Application Certification that appears on the next page.

The Applicant Certification must be notarized.

Applicant Certification

The undersigned warrants, certifies, and represents that:

I, (Name) am the (Municipal Position)
of the Applicant, (Name of Municipality), and have been duly
authorized to file this Applicant Certification on behalf of my municipality; and

I hereby warrant and certify that the information provided in this application package has been personally examined by me, is true, accurate, complete, and correct to the best of my knowledge based on information personally known to me or upon reasonable inquiry of individuals with such knowledge; and

I, on behalf of the municipality named herein, acknowledge that certain information in this application is subject to disclosure under the Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., and that confidential sensitive and trade secret information should be submitted in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3; and

I, on behalf of the municipality named herein, acknowledge that **submission of false information may be grounds for denial of this application, and if any of the foregoing statements are willfully false, am subject to punishment to the full extent of the law, including the possibility of fine and imprisonment.**

Signature: _____

Date: _____

Print Name: _____

Title: _____

Municipality: _____

County of: _____, State of New Jersey

State of New Jersey)

County of : _____) ss.

City of: _____)

This Applicant Certification was sworn to and subscribed before me on this

_____ **day of** _____, **20**_____

[SEAL]

Notary Signature

[STAMP]

Appendix A: Overburdened Municipalities

Municipality	County	Municipality	County	Municipality	County
Asbury Park City	Monmouth	Gloucester City	Camden	Perth Amboy City	Middlesex
Atlantic City	Atlantic	Guttenberg Town	Hudson	Phillipsburg Town	Warren
Bayonne City	Hudson	Haledon Boro	Passaic	Pine Hill Boro	Camden
Beverly City	Burlington	Hamilton Twp	Atlantic	Plainfield City	Union
Bridgeton City	Cumberland	Hi-nella Boro	Camden	Pleasantville City	Atlantic
Brooklawn Boro	Camden	Irvington Twp	Essex	Prospect Park Boro	Passaic
Burlington City	Burlington	Jersey City	Hudson	Riverside Twp	Burlington
Camden City	Camden	Keansburg Boro	Monmouth	Roselle Boro	Union
Cape May City	Cape May	Kearny Town	Hudson	Salem City	Salem
Chesilhurst Boro	Camden	Lakewood Twp	Ocean	Seaside Heights Boro	Ocean
City of Orange Twp	Essex	Lawnside Boro	Camden	So. Toms River Boro	Ocean
Clayton Boro	Gloucester	Lindenwold Boro	Camden	Sussex Boro	Sussex
Clementon Boro	Camden	Lodi Boro	Bergen	Teterboro Boro	Bergen
Commercial Twp	Cumberland	Long Branch City	Monmouth	Trenton City	Mercer
Deerfield Twp	Cumberland	Maurice River Twp	Cumberland	Union City	Hudson
Dover Town	Morris	Millville City	Cumberland	Upper Deerfield Twp	Cumberland
East Newark Boro	Hudson	Mount Holly Twp	Burlington	Victory Gardens Boro	Morris
East Orange City	Essex	New Brunswick City	Middlesex	Vineland City	Cumberland
Egg Harbor City	Atlantic	Newark City	Essex	West New York Town	Hudson
Elizabeth City	Union	North Bergen Twp	Hudson	West Wildwood Boro	Cape May
Fairfield Twp	Cumberland	Passaic City	Passaic	Westville Boro	Gloucester
Fairview Boro	Bergen	Paterson City	Passaic	Wildwood City	Cape May
Flemington Boro	Hunterdon	Paulsboro Boro	Gloucester	Woodbine Boro	Cape May
Freehold Boro	Monmouth	Pemberton Twp	Burlington	Woodbury City	Gloucester
Garfield City	Bergen	Penns Grove Boro	Salem	Woodlynne Boro	Camden
Glassboro Boro	Gloucester	Pennsauken Twp	Camden	Wrightstown Boro	Burlington

Appendix B: Required Attachments Checklist

Please check one box in the table below for each required attachment and any optional attachments

Required Attachments for all Applications	Attached?
Completed Application (Applicant Contact Information [Section B.i])	☐ Yes ☐ No
Application Certification (Section C)	☐ Yes ☐ No
Executed Municipal Resolution in support of grant application (Resolution Template provided in Appendix C)	☐ Yes ☐ No
<i>(list optional attachment here)</i>	
<i>(list optional attachment here)</i>	

Note: Additional attachments not reflected in the table above may be required and are identified throughout this application form.

Appendix C: Form of Resolution Evidencing Municipal Support of Application

Resolution of Support from Local Governing Body Authorizing an Application to the NJCEP Community Energy Planning Grants Program

The purpose of this resolution is to affirm that the governing body approves of the municipality's application for a Community Energy Planning Grant from the New Jersey Board of Public Utilities. A signed and certified resolution must be submitted with the application via email. This is not required language; any standard resolution in support of the application will suffice.

The sample resolution is on the following page.

[Municipality]

RESOLUTION # _____

**RESOLUTION AUTHORIZING THE APPLICATION TO THE
NJ CLEAN ENERGY PROGRAM COMMUNITY ENERGY PLANNING GRANT PROGRAM**

WHEREAS, a sustainable community seeks to ensure that its environmental, economic and social objectives are balanced and mutually supportive; and

WHEREAS, [Municipality] strives to assure clean land, air and water for current and future generations; and

WHEREAS, New Jersey's Energy Master Plan: Pathway to 2050 ("EMP") established that community-level action is necessary to achieve the state's goal of 100% clean energy by 2050; and

WHEREAS, the New Jersey Board of Public Utilities has created a Community Energy Plan Grant program for municipalities to develop a community energy plan to meet the goals of the state's Energy Master Plan; and

WHEREAS, [Municipality] is invested in developing a community energy plan to help the state achieve the goal of 100% clean energy by 2050; and

WHEREAS, the Community Energy Plan Grant program will help [Municipality] to plan for and invest in renewable energy and to work towards a better environment for all residents by using the state's Energy Master Plan (EMP) as a guide to develop sustainable strategies that increase clean energy production, reduce energy use, and cut emissions.

THEREFORE, the [Municipality's Governing Body] of [Municipality] has determined that [Municipality] should apply for the aforementioned Community Energy Planning Grant program; and

THEREFORE, [Municipality] will commit to providing staff support for the duration of the Community Energy Planning process, including for gathering of relevant data and for convening at least one public meeting.

THEREFORE, BE IT RESOLVED, that [Municipality's Governing Body] of the [Municipality], State of New Jersey, authorizes the submission of the aforementioned application to the NJBPU Community Energy Planning Grant program.

Signature

Approved Date

120-24
April 9, 2024

RESOLUTION

WHEREAS, on March 26, 1996 the Township of West Orange adopted Ordinance 1384-96 which authorized the Township to reimburse qualified private communities for the yearly cost of Fire Hydrant Rentals; and

WHEREAS, there is attached hereto a report of the Township Engineer recommending reimbursement for 2023 Fire Hydrant Rental costs for the Hilltop Villas Condominium Associations on Herbert Terrace a condominium which is a qualified private community with the formula for reimbursement as set forth in Ordinance No. 1384-96 and codified as West Orange Revised General Ordinance No. 2-72; and

WHEREAS, the Township of West Orange wishes to reimburse said qualified communities as set forth in the aforementioned report of the Township Engineer.

NOW, THEREDFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the qualified private community as recommended by letter dated March 27, 2024 by the Township Engineer Zayibeth Carballo, be reimbursed, as set forth therein, for 2023 Fire Hydrant Rental.

BE IT FURTHER RESOLVED that the Township Business Administrator and/or Comptroller issue the appropriate checks to comply with this Resolution as soon as feasible.

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

Bill Rutherford, Council President

Adopted : April 9, 2024

I hereby certify funds are available from Account No. _____

John Gross, Chief Financial Officer

R E S O L U T I O N

WHEREAS, the Township of West Orange proposes Professional Engineering Services for the Various Street Improvements, Phase I; and

WHEREAS, to design and specify these improvements the Township requires the services of a professional engineering firm; and

WHEREAS, the Township Engineer prepared a Request for Proposals dated March 11, 2024 for these professional design services; and

WHEREAS, the Township Engineer solicited a proposal from five professional engineering and land surveying firms; and

WHEREAS, Greenman-Pederson, Inc., responded to the Request for Proposal; and

WHEREAS, Greenman-Pederson, Inc. have performed similar work for the Township on several projects and their work quality is very good; and

WHEREAS, by letter dated April 2, 2024 the Township Engineer recommended a professional services contract be awarded to, Greenman-Pederson, Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, NJ 07950 for Professional Engineering Services associated with the Various Street Improvements, Phase I; and

WHEREAS, Greenman-Pederson, Inc. responded to the Township's Request for Qualifications for Professional Services for 2024; and

WHEREAS, sufficient funds exist for the services outlined in the proposal of Greenman-Pederson, Inc.; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, New Jersey that a professional services contract be awarded to Greenman-Pederson, Inc. to provide professional engineering services for Various Street Improvements, Phase I in the amount of \$17,455.00.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within ten (10) days of its approval as required by State Statute.

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

Bill Rutherford, Council President

Adopted : April 9, 2024

I hereby certify funds are available from Account No. 2024 Capital Budget
03 2829 23 0500 010
\$17,455.00

John Gross, Chief Financial Officer

R E S O L U T I O N

WHEREAS, the Township of West Orange proposes Professional Engineering Services for the Various Street Improvements, Phase II; and

WHEREAS, to design and specify these improvements the Township requires the services of a professional engineering firm; and

WHEREAS, the Township Engineer prepared a Request for Proposals dated March 15, 2024 for these professional design services; and

WHEREAS, the Township Engineer solicited a proposal from four professional engineering and land surveying firms; and

WHEREAS, Greenman-Pederson, Inc., responded to the Request for Proposal; and

WHEREAS, Greenman-Pederson, Inc. have performed similar work for the Township on several projects and their work quality is very good; and

WHEREAS, by letter dated April 2, 2024 the Township Engineer recommended a professional services contract be awarded to, Greenman-Pederson, Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, NJ 07950 for Professional Engineering Services associated with the Various Street Improvements, Phase II; and

WHEREAS, Greenman-Pederson, Inc. responded to the Township's Request for Qualifications for Professional Services for 2024; and

WHEREAS, sufficient funds exist for the services outlined in the proposal of Greenman-Pederson, Inc.; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, New Jersey that a professional services contract be awarded to Greenman-Pederson, Inc. to provide professional engineering services for Various Street Improvements, Phase II in the amount of \$23,285.00.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within ten (10) days of its approval as required by State Statute.

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

Bill Rutherford, Council President

Adopted : April 9, 2024

I hereby certify funds are available from Account No. 2024 Capital Budget
03 2829 23 0500 010
\$23,285.00

John Gross, Chief Financial Officer

123-24
April 9, 2024

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

WHEREAS, final judgment on tax appeals has been rendered by the Tax Court of New Jersey
on the petitions of the taxpayer listed on the attached schedule reducing the assessment.

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

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

Block	Lot	Property Address	Refund (Payee)	Tax Year	Amount
105	1 C0077	77 Vacca Drive	Corelogic Centralized Refunds PO Box 9202 Coppell, TX 75019	2022 2023	\$ 1,626.91 \$ 5,057.80
173.14	18	55 Nance Road	Corelogic Centralized Refunds PO Box 9202 Coppell, TX 75019	2023	\$ 6,672.85
173.13	6	48 Nance Road	Wells Fargo Attn: Refunds/Financial Support PO Box 14506 Des Moines, IA 50328-0001	2022 2023	\$ 5,546.25 \$11,495.00

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

Bill Rutherford, Council President

Adopted : April 9, 2024

I hereby certify funds are available from Account No. _____

John Gross, Chief Financial Officer

TAX COURT OF NEW JERSEY
COUNTY: Essex
DOCKET NO. 001249-2024

TOWNSHIP OF WEST ORANGE

Plaintiff(s),

v

MICHAEL DOUGLAS JONES

Defendant(s).

:

CIVIL ACTION
JUDGMENT

:

:

A duly verified complaint having been filed with this Court to correct a mistake in tax assessment with respect to the real property listed below, as provided in N.J.S.A. 54:51A-7, and the complaint having set forth the facts constituting the alleged error in the assessment, and it appearing that due notice of the complaint has been given and that the Court having considered the matter and the parties having agreed upon a settlement, the error in tax assessment is corrected as follows:

Block: 105
Lot: 1
Unit: C0077
Street Address: 77 Vacca Drive
Year: 2022

	<u>ORIGINAL ASSESSMENT</u>	<u>TAX COURT JUDGMENT</u>
Land:	\$80,000.00	\$80,000.00
Improvements:	\$282,800.00	\$172,800.00
Totals:	\$362,800.00	\$252,800.00

Block: 105
Lot: 1
Unit: C0077
Street Address: 77 Vacca Drive
Year: 2023

	<u>ORIGINAL ASSESSMENT</u>	<u>TAX COURT JUDGMENT</u>
Land:	\$80,000.00	\$80,000.00
Improvements:	\$282,800.00	\$172,800.00
Totals:	\$362,800.00	\$252,800.00

/s/ Jeffrey T. Gallus, Clerk/Administrator
Tax Court of New Jersey

Entered: 3/25/2024

Plaintiff(s) Attorney: Edwin R Matthews Esq
Defendant(s) Attorney: Michael Douglas Jonespro se

TAX COURT OF NEW JERSEY
COUNTY: Essex
DOCKET NO. 001251-2024

TOWNSHIP OF WEST ORANGE

Plaintiff(s),

v

LLOYD LEWIS & KISHA MOULTRIE

Defendant(s).

CIVIL ACTION
JUDGMENT

A duly verified complaint having been filed with this Court to correct a mistake in tax assessment with respect to the real property listed below, as provided in N.J.S.A. 54:51A-7, and the complaint having set forth the facts constituting the alleged error in the assessment, and it appearing that due notice of the complaint has been given and that the Court having considered the matter and the parties having agreed upon a settlement, the error in tax assessment is corrected as follows:

Block: 173.14
Lot: 18
Street Address: 55 Nance Road
Year: 2023

	<u>ORIGINAL ASSESSMENT</u>	<u>TAX COURT JUDGMENT</u>
Land:	\$154,100.00	\$154,100.00
Improvements:	\$402,100.00	\$208,600.00
Totals:	\$556,200.00	\$362,700.00

/s/ Jeffrey T. Gallus, Clerk/Administrator
Tax Court of New Jersey

Entered: 3/25/2024

Plaintiff(s) Attorney: Edwin R Matthews Esq
Defendant(s) Attorney: Lloyd Lewis pro se
Defendant(s) Attorney: Kisha Moultrie pro se

TAX COURT OF NEW JERSEY
COUNTY: Essex
DOCKET NO. 001246-2024

TOWNSHIP OF WEST ORANGE

Plaintiff(s),

v

MICHELLE FERTIG

Defendant(s).

CIVIL ACTION
JUDGMENT

A duly verified complaint having been filed with this Court to correct a mistake in tax assessment with respect to the real property listed below, as provided in N.J.S.A. 54:51A-7, and the complaint having set forth the facts constituting the alleged error in the assessment, and it appearing that due notice of the complaint has been given and that the Court having considered the matter and the parties having agreed upon a settlement, the error in tax assessment is corrected as follows:

Block: 173.13
Lot: 6
Street Address: 48 Nance Road
Year: 2022

	<u>ORIGINAL ASSESSMENT</u>	<u>TAX COURT JUDGMENT</u>
Land:	\$154,200.00	\$154,200.00
Improvements:	\$426,900.00	\$176,900.00
Totals:	\$581,100.00	\$331,100.00

Block: 173.13
Lot: 6
Street Address: 48 Nance Road
Year: 2023

	<u>ORIGINAL ASSESSMENT</u>	<u>TAX COURT JUDGMENT</u>
Land:	\$154,200.00	\$154,200.00
Improvements:	\$426,900.00	\$176,900.00
Totals:	\$581,100.00	\$331,100.00

/s/ Jeffrey T. Gallus, Clerk/Administrator
Tax Court of New Jersey

Entered: 3/25/2024

Plaintiff(s) Attorney: Edwin R Matthews Esq
Defendant(s) Attorney: Michelle Fertig pro se

RESOLUTION

WHEREAS, on March 19, 2024, the Honorable Annette Scoca, Judge of the Superior Court, issued a thirty-three (33) page ruling wherein the Court preliminarily enjoined the Township Council from taking any action with regard to the legal services being performed by Richard D. Trenk, Esq., Township Attorney, and his law firm; and

WHEREAS, on March 26, 2024, the Township Council declined to adopt a Resolution to end the litigation and make the preliminary injunction a permanent injunction; and

WHEREAS, the Township Council has expended approximately \$65,000 in this litigation over the last eight (8) months and the Mayor's attorney approximately \$10,000 over the same eight (8) months; and

WHEREAS, there is no end in sight to the present litigation and the expenditure of monies seeking to overturn the Court's temporary restraints and preliminary injunction; and

WHEREAS, it is in the best interests of the Township to have transparency as to the expenditure of funds; and

WHEREAS, the Mayor has requested that all professionals involved in this litigation shall provide a budget and not to exceed cap with regard to the conclusion of this litigation;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the law firms of Genova Burns and Jardim Meisner Salmon Sprague & Susser shall provide a specific detailed budget as to the cost to be incurred in concluding this litigation including any appeals, depositions, document production, OPRA requests, and anything else which these two (2) firms intend to incur or may potentially incur concerning the litigation which budget shall be made available to the public and produced to the Clerk of the Township of West Orange and the Chief Financial Officers no later than April 21, 2024; and it is further

RESOLVED, that both law firms shall provide an accounting of how much in fees and expenses have been incurred to date and submit all open invoices through March 31, 2024 no later than April 21, 2024; and it is further

RESOLVED, the Municipal Clerk shall provide a copy of this Resolution via e-mail to the Angelo J. Genova, Esq. and Scott D. Salmon, Esq. as soon as possible.

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

Bill Rutherford,
Council President

Adopted: April 9, 2024

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

John O. Gross, Chief Financial Officer

RESOLUTION

WHEREAS, PKF O'Connor Davies ("PKF") responded to the Township's Request for Qualifications pursuant to a fair and open process for the award of a professional services agreement to perform auditing services for the year 2024; and

WHEREAS, PKF has agreed to provide accounting and other related services for the remainder of the calendar year 2024, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit "A;" and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto as Exhibit "A," to retain PKF to provide accounting and other related services to the Township on the terms and conditions set forth therein; and it is further

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

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

Bill Rutherford,
Council President

Adopted: April 9, 2024

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

John O. Gross, Chief Financial Officer

AGREEMENT FOR AUDITING SERVICES

THIS AGREEMENT made and entered into on this 3rd day of April, 2024 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP”, party of the first part, and **PKF O’CONNOR DAVIES**, located at 20 Cranford Drive, Suite 301, Cranford, New Jersey 07016, hereinafter referred to as “CONSULTANT”, party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of CONSULTANT to audit the regulatory basis financial statements of the various funds of the TOWNSHIP;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period April 1, 2024 through [June 30, 2024](#) at the following schedule for regular accounting and other related work:

Deleted: December 31

- a. Partner--\$250 per hour
- b. Manager/Sr. Manager--\$180 per hour
- c. Supervisor--\$150 per hour
- d. Staff/Senior--\$125-\$140 per hour

2. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b)

authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

3. CONSULTANT recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

4. CONSULTANT shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by CONSULTANT shall set forth with specificity the tasks performed, the individual performing the tasks, and the amount of time spent on each task.

5. During the term of this agreement, CONSULTANT shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. CONSULTANT shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, CONSULTANT shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

6. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
SUSAN McCARTNEY, MAYOR

PKF O'CONNOR DAVIES

WITNESS:

By: _____

**RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF
UNDERSTANDING BETWEEN THE TOWNSHIP OF WEST ORANGE AND THE
COUNTY OF ESSEX FOR THE INSTALLATION AND MAINTENANCE OF
SURVEILLANCE CAMERAS AND EQUIPMENT ON TRAFFIC SIGNALS AND
RIGHTS OF WAY BELONGING TO THE COUNTY OF ESSEX**

WHEREAS, the Township of West Orange (the "Township") wishes to install and maintain surveillance cameras and equipment on traffic signals and within rights of way belonging to the County of Essex (the "County"); and

WHEREAS, the County requires that the Township submit a certified copy of a resolution approved by the Township governing body indicating that the Township will hold the County of Essex harmless from any claims or actions of law directly resulting from the installation and maintenance of said surveillance cameras and equipment.

NOW, THEREFORE, BE IT RESOLVED by the Township Council that the Township supports the efforts of the West Orange Police and Fire Departments and authorized contractors to install and maintain surveillance cameras and equipment on traffic signals and within rights of way all belonging to the County of Essex; and

BE IT FURTHER RESOLVED that the Mayor, her designee, Township Clerk and Chief of Police are hereby authorized to execute on behalf of the Township of West Orange, a memorandum of understanding with the County of Essex. Said Memorandum shall be in the form attached hereto, or substantially similar thereto, and shall have a Hold Harmless and Indemnification provision providing for the indemnification of the County of Essex for any claims directly arising from the Township's use of traffic signals and rights of way all belonging to the County of Essex for the purpose of installing and maintaining surveillance cameras and equipment; and

BE IT FURTHER RESOLVED that a copy of this Resolution and executed Memorandum of Understanding with Hold Harmless and Indemnification provision shall be filed with the Township's Clerk's Office by the Chief of Police or his designee.

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

Bill Rutherford,
Council President

Adopted: April 9, 2024

EXHIBIT A



COUNTY OF ESSEX

DEPARTMENT OF PUBLIC WORKS

DIVISION OF ENGINEERING

INDEMNITY AND HOLD HARMLESS AGREEMENT

For and in consideration of having been granted a permit for conducting physical improvements within an Essex County Right-of-Way on the Undersigned's premises, the Undersigned hereby indemnifies and holds harmless the County of Essex including but not limited to its Department of Public Works, Division of Engineering and their respective officers, employees, agents elected and appointed officials from and against any and all claims, judgments, causes of action, cost or expenses asserted against or incurred by them or any of them arising out of any accident or injury asserted against or incurred by them or any of them arising out of any accident or injury sustained by any person(s) at the location during the period and after the expiration of the issued permit occasioned by the work performed by the Undersigned.

The Undersigned agrees and understands that a part of said consideration for this Agreement shall include the Undersigned's promise that any rights to bring suit against the County and any rights to compensation therefrom on any matters arising from or otherwise related to the Undersigned's participation in this improvement have been knowingly and willingly relinquished by the Undersigned under this Agreement.

By affirming his/her signature to this document, the undersigned acknowledges that it understands the contents of this document and is voluntarily agreeing to its terms. The undersigned is authorized and holds the actual authority as the legally authorized owner/representative of the premises to enter this agreement.

In witness whereof I/We have hereunto set my/our hand and seal the _____ Day of _____ in the year _____

Property Location: _____

Type of Improvement: _____

Owner/Representative's Name: _____

Signature of Legally Authorized Owner/Representative:

Printed Name: _____

MEMORANDUM OF UNDERSTANDING

POSTING OF TOWNSHIP EQUIPMENT ON COUNTY PROPERTY AND RIGHTS OF WAY

This Memorandum of Understanding (“Memorandum”) between the TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of new Jersey (hereinafter, the “Township”), located at 66 Main Street, West Orange, New Jersey 07052, and the COUNTY OF ESSEX (hereinafter the “County”) located at 465 Dr. Martin Luther King Jr. Blvd, Newark, NJ 07102, contains the entire understanding of the parties as follows:

WHEREAS, local law enforcement agencies often seek the aid of other government entities in their efforts to combat crime, protect life and property and promote public safety; and

WHEREAS, in order to address public safety concerns, the Township and the County propose to engage in a joint initiative whereby the Township's Police Department may install and maintain surveillance cameras and equipment on traffic signals and within rights of way all belonging to the County.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto do agree as follows:

SECTION I

TERM

The initiative shall become effective upon execution by the Mayor or her designee and the Township Chief of Police and shall continue until either side terminates this Memorandum under the provisions of Section IV below

SECTION II

DUTIES

The installation, operation, maintenance, ownership and removal (if necessary) of the Township's surveillance cameras and equipment on the County's property shall be the exclusive duty, responsibility and property of the Township. The duty of the County shall be to cooperate with the Township to insure that the Township has access to the surveillance cameras and equipment on an “as needed” basis. These duties and responsibilities of this Memorandum shall be subject to the protocols, directives and decisions of the Township Chief of Police and County Executive of Essex County, or their respective designees.

In consideration of the use of Essex County Traffic Signals and Rights of Way for the installation and maintenance of surveillance cameras from the date of the Township's execution until this Memorandum is terminated under Section IV below, the Township agrees to indemnify and save harmless the County of Essex, its elected and appointed officials, directors, department heads, officers, agents, servants and employees, against any and all liability, claims, judgments in

connection with the initiative to install, operate maintain and remove (if necessary) the Township's surveillance cameras and equipment on the County's property and rights of way, including but not limited to claims based upon negligence by the way of commission or omission on the part of the Township, its police department, officers, agents, servants and employees. This indemnification shall include but is not limited to any third-party claims, demands, causes of action, judgments, costs of litigation for bodily injury, death, personal injury and/or property damage occurring as a result of the Township's equipment being on the premises in whole or in part. This indemnification does not extend to liability arising from the intentional, tortious or negligent acts or omissions committed by the directors, department heads, officers, agents, servants and employees of the County, nor any condition of the rights of way or traffic signals or owned or operated by the County of Essex that are not directly related to the Township's installation and maintenance of surveillance cameras and equipment.

SECTION IV

TERMINATION

The parties agree that either party may cancel this Memorandum upon thirty (30) days written notice of termination. Upon termination, the Township shall remove all equipment from the County's property and rights of way within sixty (60) days.

SECTION V

ENTIRE CONTRACT

This Memorandum sets forth all covenants, promises, agreements, conditions and understandings between the parties as it concerns the specific matter addressed herein. There are no oral agreements or understandings between the parties hereto affecting or modifying this Memorandum.

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed on this _____ day of _____, 2024

ATTEST:

Karen Carnevale, Municipal Clerk

Mayor Susan McCartney

Chief James Abbott, Chief of Police

Date: _____

WITNESS: _____

THE COUNTY OF ESSEX: _____

RESOLUTION

WHEREAS, Matrix New World (“Matrix”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the award of a professional services agreement to perform both environmental and general engineering services through December 31, 2024; and

WHEREAS, Matrix has agreed to provide general engineering services for the calendar year 2024, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto as Exhibit “A,” to retain Matrix to provide general engineering services to the Township on the terms and conditions set forth therein; and it is further

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

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

Bill Rutherford,
Council President

Adopted: April 9, 2024

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

John O. Gross, Chief Financial Officer

AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES

THIS AGREEMENT made and entered into on this ____ day of April, 2024 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” party of the first part, and **MATRIX NEW WORLD**, located at 26 Columbia Turnpike, Second Floor, Florham Park, County of Morris and State of New Jersey, hereinafter referred to as “CONSULTANT,” party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of CONSULTANT to serve as a General Engineering Consultant for the Township;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period April 9, 2024 through December 31, 2024 at the rates set forth in Exhibit “A,” annexed hereto.
2. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any

amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

3. CONSULTANT recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

4. CONSULTANT shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by CONSULTANT shall set forth with specificity the tasks performed, the individual performing the tasks, and the amount of time spent on each task.

5. During the term of this agreement, CONSULTANT shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. CONSULTANT shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, CONSULTANT shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

6. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject

to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1
et seq.

8. This Agreement is terminable on thirty (30) days written notice.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year
first above written.

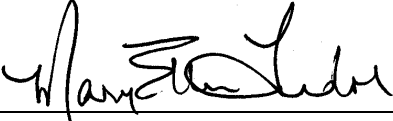
ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN J. CARNEVALE, R.M.C

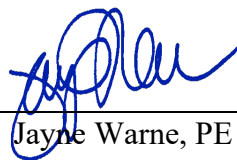
By: _____
SUSAN McCARTNEY, MAYOR

WITNESS:



Mary Ellen Fedor

MATRIX NEW WORLD

By: 

Jayne Warne, PE - President

Exhibit “A”

2022 - 2023 PERSONNEL RATES	
TITLE	HOURLY RATE
Principal	\$175.00
Senior Technical Director	\$165.00
Senior Project Manager	\$160.00
Technical Director	\$160.00
Senior Technical Manager	\$150.00
Project Manager	\$150.00
Senior Project Professional	\$145.00
Technical Manager	\$145.00
Project Professional	\$140.00
Senior Project Specialist	\$140.00
Project Specialist	\$135.00
Senior Technical Professional	\$130.00
One-Man Robotic Crew	\$125.00
Technical Professional	\$120.00
Senior Technical Specialist	\$110.00
Technical Specialist	\$105.00
Senior Data/Field Specialist	\$95.00
Data/Field Specialist	\$90.00
Senior Technical Assistant	\$85.00
Technical Assistant	\$80.00
Junior Technical Assistant	\$75.00
Junior Data/Field Technician	\$65.00
REIMBURSABLE EXPENSES	
ITEM	FEE
Black & White Copy 8½ x 11	\$ 0.20/sheet
Black & White Copy 8½ x 14	\$ 0.30/sheet
Black & White Copy 11 x 17	\$ 0.40/sheet
Black & White Copy 18 x 24	\$ 1.45/sheet
Black & White Copy 24 x 36	\$ 2.85/sheet
Black & White Copy 30 x 42	\$ 4.25/sheet
Color Copy 8½ x 11	\$ 0.40/sheet
Color Copy 11 x 17	\$ 0.80/sheet
Color Copy 24 x 36	\$27.00/sheet
Color Copy 30 x 42	\$40.00/sheet
Mylar 24 x 36	\$27.00/sheet
Mylar 30 x 42	\$40.00/sheet
CD	\$50.00/disc
Robotic per diem	\$249.00
Scanner per diem	\$400.00
Subconsultants	115% of cost
Out-of-pocket expenses	115% of cost

RESOLUTION

WHEREAS, Samuel Klein and Company LLP (“Samuel Klein”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the award of a professional services agreement to perform auditing services for the year 2024; and

WHEREAS, Samuel Klein has agreed to provide auditing services for the calendar year 2024, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto as Exhibit “A,” to retain Samuel Klein to provide auditing services to the Township on the terms and conditions set forth therein; and it is further

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

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

Bill Rutherford,
Council President

Adopted: April 9, 2024

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

John O. Gross, Chief Financial Officer

THIS AGREEMENT made and entered into on this ___ day of April, 2024 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP”, party of the first part, and **SAMUEL KLEIN AND COMPANY, LLP**, located at 550 Broad Street, Newark, New Jersey 07102 hereinafter referred to as “AUDITOR”, party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of AUDITOR to audit the regulatory basis financial statements of the various funds of the TOWNSHIP;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of AUDITOR for the period January 1, 2024 through December 31, 2024 at the rate of \$51,500 per audit and the following hourly rates for additional services:

- a. Partner--\$150-\$175
- b. Manager--\$130-\$150
- c. Senior Staff/Accountant--\$100-\$130
- d. Staff Assistance--\$65-\$85

2. AUDITOR is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b)

authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

3. AUDITOR recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

4. AUDITOR shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by AUDITOR shall set forth with specificity the tasks performed, the individual performing the tasks, and the amount of time spent on each task.

5. During the term of this agreement, AUDITOR shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. AUDITOR shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, AUDITOR shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

6. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By:_____
SUSAN McCARTNEY, MAYOR

SAMUEL KLEIN AND COMPANY, LLP

WITNESS:

By:_____

RESOLUTION

WHEREAS, On March 5, 2024, RNC Developers, Inc. filed a Verified Complaint and Order to Show Cause against the Township of West Orange in the matter captioned *RNC Developers Inc. v. Township of West Orange*, ESX-L-1577-24 (the “Litigation”); and

WHEREAS, Greenman-Pederson, Inc. (“GPI”) has agreed to provide expert professional engineering services related to the Litigation pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A” (the “Agreement”); and

WHEREAS, due to the emergent nature of the litigation and the professional services proposed herein, this contract need not be and has not been subject to a fair and open process under Local Public Contracts Law; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute the Agreement, in the form annexed hereto as Exhibit “A,” to retain GPI to provide expert consulting services to the Township related to the Litigation on the terms and conditions set forth therein.

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

Bill Rutherford,
Council President

Adopted: April 9, 2024

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

John O. Gross, Chief Financial Officer

EXHIBIT A



April 3, 2024

Richard D. Trenk, Director
Trenk Isabel Siddiqi & Shahdanian
290 W. Mt. Pleasant Avenue, Suite 2370
Livingston, NJ 07039

Re: Proposal for Colonial Woods Drive
Drainage System Assessment
Springfield Township, Union County, New Jersey

Dear Mr. Trenk:

As requested, and in response to our virtual meeting on March 27, 2024, Greenman-Pedersen, Inc. (GPI) is pleased to provide professional services to Trenk Isabel Siddiqi & Shahdanian in the above referenced matter. This work effort will be lead Thomas Lemanowicz, P.E., P.P., C.M.E. of our Morris Plains office, supported by the GPI staff as required.

It is our understanding that the residents along Colonial Woods Drive have been experiencing basement flooding with the heavier rain events over the last few months. It is also our understanding that the Township has not released the developer's performance bonds for reasons that include the flooding issues. In an effort to respond to the developer's request to release the performance bond, the Township of West Orange desires an engineering review of the site's stormwater facilities against the documents approved by the Planning Board, as subsequently revised and approved by the Township., if applicable.

We anticipate the following Scope of Work:

1. Review the timeline of the application before the approving municipal board to determine the regulations relating to stormwater facility design that were in place and applicable to the development. It appears that the stormwater management regulations under NJAC 7:8 may have become effective during the time that this project was under review by the Township.
2. Perform a site visit to observe the condition of the stormwater facilities and the general grading of the development.
3. Review communications from residents with respect to the flooding.
4. Review the occurrences of flooding with Township personnel who may have responded to the site.
5. Review publicly available rainfall data to assess the storm characteristics that triggered the flooding.
6. Review the As-Built Survey by Matarazzo Engineering LLC against the design plans by CG Stewart Associates, Inc., to assess the compliance of the constructed improvements to the design plans.
7. Review the Stormwater Management Report that was part of the application of the development to determine if it was consistent with the applicable regulations and industry standards.

If Professional Land Surveying services are required, this proposal will be amended.

In completing this Scope of Work, we would request your assistance in providing the following documents:

- A. A signed and sealed copy of the As-Built survey by Matarazzo.
- B. A complete, full-sized copy of the final, approved construction plans for the project, preferably signed and sealed.

- C. A copy of the Stormwater Management Report for the project, preferably signed and sealed.
- D. A copy of the Operations & Maintenance Manual for the stormwater facilities, preferably signed and sealed.
- E. A copy of the deed and any easements relating to Block 173, Lot 12.14 (lot containing the detention basin).
- F. Individual Grading Plans for the properties.
- G. A copy of the Planning Board resolution approving the project.
- H. A copy of the Developer's Agreement, if applicable.
- I. Any communications relating to the approval of field changes approved administratively by the Township.

The final deliverable under this proposal will be one (1) letter report of findings and recommendations. With the actual effort being indeterminate at this time, professional services will be provided in accordance with our hourly rates attached. Out of pocket expenses will be billed at actual cost. Travel time is billed at the applicable hourly rate set forth. Understanding the desire to quantify expenses, we offer a "Not to Exceed" amount of \$11,500.00.

Should additional services be required, a separate proposal will be provided.

Please review this proposal and contact the undersigned with any questions or concerns you may have.

Sincerely,



Thomas R. Lemanowicz, PE, PP, CME
Principal Engineer

AGREEMENT

The undersigned accepts this proposal and the terms and conditions stated herein and authorizes Greenman-Pedersen, Inc. to proceed with the services as outlined. The undersigned accepts full responsibility for payment for services performed as described above.

Accepted this _____ day of _____, 2024

By _____
(Authorized Signature) (Corporate Title)

(Type or Print Name)

TRL/pd
Attachment
m:\proposals\trl\west orange\colonial woods\correspondence\outgoing\2024-04-03 updated trenk proposal-colonial woods.docx

cc: Zayibeth Carballo, PE
Stephen Gengaro
Andrew Cangiano, PE, CME



HOURLY BILLING RATES

Effective January 1, 2024

SENIOR PRINCIPAL	\$ 225.00
DIRECTOR OF ENGINEERING	\$ 200.00
PRINCIPAL ENGINEER	\$ 200.00
PROFESSIONAL ENGINEER	\$ 180.00
SENIOR PROJECT MANAGER	\$ 155.00
LICENSED LANDSCAPE ARCHITECT	\$ 150.00
PROJECT ENGINEER	\$ 130.00
SENIOR DESIGNER	\$ 120.00
DESIGNER	\$ 95.00
ENGINEERING TECHNICIAN	\$ 80.00
DIRECTOR OF SURVEYING	\$ 180.00
PROFESSIONAL SURVEYOR/PROJECT MANAGER	\$ 150.00
SURVEY PARTY CHIEF, ROBOTIC	\$ 190.00
PROJECT SURVEYOR	\$ 120.00
SURVEYING TECHNICIAN	\$ 100.00
SURVEY PARTY CHIEF	\$ 110.00
SURVEY TRANSITMAN	\$ 80.00
WETLANDS ANALYST	\$ 135.00
CONSTRUCTION ENGINEER	\$ 130.00
CONSTRUCTION INSPECTOR	\$ 100.00
ADMINISTRATIVE SUPPORT	\$ 75.00

Rates Subject to Change Annually

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) requires the resurfacing the crosswalks in an area of the Township located west of the border of the City of Orange border to Main Street and north of Washington Street to Harrison Avenue commonly known as “The Heights;” and

WHEREAS, Statewide Striping Corporation, located at 499 Pomeroy Road, Parsippany, New Jersey 07054 (“Statewide”) submitted a quote to the Township to perform the required crosswalk resurfacing for a price of \$29,115.25; and

WHEREAS, Statewide’s quoted price to the Township is 10% less than the estimates offered through the Morris County Cooperative Pricing Council and thus provides a discount for the Township; and

WHEREAS, Statewide will perform the crosswalk resurfacing pursuant to the proposed Agreement, annexed hereto as Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Township is hereby authorized to enter into the Agreement at a price **not to exceed** \$29,115.25, annexed hereto as Exhibit “A” with Statewide for the crosswalk resurfacing in “the Heights;” and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the Agreement annexed hereto as Exhibit “A” and the Township Clerk be and is hereby authorized to attest to the Mayor’s signature; and be it further

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

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

Bill Rutherford
Council President

Adopted: April 9, 2024

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

John O. Gross, Chief Financial Officer

AGREEMENT FOR CROSSWALK RESURFACING

THIS AGREEMENT made and entered into on this 9th day of April, 2024 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “**TOWNSHIP**”, part of the first part, and **STATEWIDE STRIPING CORPORATION**, a New Jersey corporation with offices at 499 Pomeroy Road, Parsippany, New Jersey 07054, hereinafter referred to as “**STATEWIDE**”, party of the second part.

WITNESSETH THAT:

WHEREAS, the **TOWNSHIP** requires the resurfacing the crosswalks in an area of the Township located west of the border of the City of Orange border to Main Street and north of Washington Street to Harrison Avenue commonly known an as “The Heights” (hereinafter the “Heights”); and

WHEREAS, **STATEWIDE** provided a quote to the **TOWNSHIP**, annexed hereto as Exhibit “**A**” to perform the resurfacing of the crosswalks in the Heights for a price of \$29,115.25.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. **STATEWIDE** hereby agrees to provide resurfacing of the crosswalks in the Heights consistent with the quote to the **TOWNSHIP**, annexed hereto as Exhibit “**A**.”
2. **STATEWIDE** agrees, subject to the provisions herein, to indemnify and hold the **TOWNSHIP** harmless from any damage, liability or cost to the extent caused solely by

STATEWIDE's negligent acts, errors or omissions in the performance of services under this Agreement.

3. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

IN WITNESS THEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C.

By: _____
SUSAN McCARTNEY, MAYOR

**STATEWIDE STRIPING
CORPORATION**

By: _____

Exhibit “A”



STATEWIDE STRIPING CORPORATION

PAVEMENT MARKINGS SINCE 1978

EPOXY • TAPE • PAINT • THERMOPLASTIC • REFLECTORS • SIGNS

Bid Date :03/21/2024

Contractor :

West Orange
25 Lakeside Avenue
West Orange, NJ07052

Project : 98979

WEST ORANGE 2024 RESTRIPE
West Orange,

Bid Contact : Jim

Jim

Phone : (973) 325-4160

Fax : 973-669-9588

Quote the following items :

Bid Item	Qty	Description	Unit Price	TOTAL
1	12,435.000lf	4" Thermo Traffic Stripe	0.7000	\$8,704.50
2	3,115.000lf	6" Thermo Traffic Stripe	1.3000	\$4,049.50
3	1,260.000lf	8" Thermo Traffic Stripe	1.6000	\$2,016.00
4	2,585.000lf	12" Thermo Traffic Stripes	2.5500	\$6,591.75
5	995.000lf	24" Thermo Traffic Stripe	5.2000	\$5,174.00
6	385.000sf	Thermo Traffic Marking Symbols	6.7000	\$2,579.50
		Police and maintenance of traffic to be provided by others.		

TOTAL : \$29,115.25

Statewide is a New Jersey Certified ESBE and SBE

This bid price is valid for 60 days

The above price is a daily rate to stripe various intersections in town.

WHEN REFERRING TO THIS BID PLEASE REFERENCE BID NUMBER 98979

In God We Trust

WE SUPPORT OUR TROOPS

An Equal Opportunity Employer

499 POMEROY ROAD PARSIPPANY NEW JERSEY 07054 PHONE: 973-428-0600 FAX: 973-428-1053

RESOLUTION

WHEREAS, the Chapter 14, Section 11.1 of the Township Code for the Township of West Orange (the “Township”) requires the Township to employ a Planning Director with respect to various land use and related issues, including the enforcement of Chapters 14 and 25 of the Township Code (“Planning Director Services”); and

WHEREAS, on January 9, 2024, the Township Council adopted Resolution #12-24 authorizing the award of a contract to Planning & Real Estate firm of Phillips, Preiss, Grygiel, Leheny, Hughes, LLC, of Hoboken, NJ (the “Phillips Firm”) for Planning Director Services including Paul Grygiel, AICP, PP’s continued service with respect to the Township’s Planning Department ; and

WHEREAS, Resolution #12-24 was adopted subject to an amendment limiting the term of the contract for Planning Director Services until April 10, 2024; and

WHEREAS, the Township still requires Planning Director Services beyond April 10, 2024.

NOW, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Contract with the Phillips Firm be and hereby is extended until May 31, 2024; and it is further

RESOLVED that Resolution #12-24 be and hereby is amended to reflect this extension of the Agreement until May 31, 2024; and

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

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

Bill Rutherford,
Council President

Adopted: April 9, 2024

I hereby certify funds are available from Account No. _____

John Gross, Chief Financial Officer

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) seeks to provide funding for recreational services, social services, and activities, including cultural and artistic programming and entertainment to the residents of the Township of West Orange, and for the period commencing January 1, 2024 and ending December 31, 2024; and

WHEREAS, the Township has entered into a License Agreement with Pleasant Valley Productions, Inc., a nonprofit corporation of the State of New Jersey having its principal offices at 95 Warren Road, West Orange, New Jersey (“PVP”) to operate the Oskar Schindler Performing Arts Center (the “OSPAC”) and arrange for performances and shows at the OSPAC; and

WHEREAS, in addition to the License Agreement, the Township also seeks to provide additional financial support and contribution in the amount of **Twenty Thousand Dollars (\$20,000.00)** for the PVP to use towards its fulfillment of the programming at the OSPAC consistent with the requirements as set forth in the License Agreement;

WHEREAS, this additional financial support is subject to the terms and condition of a proposed Agreement, annexed hereto as Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Township is hereby authorized to enter into the Agreement, annexed hereto as Exhibit “A” with PVP for the contribution of funds in the amount of **Twenty Thousand Dollars (\$20,000.00)** to be utilized for the programming and shows at the OSPAC; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the Agreement annexed hereto as Exhibit “A” and the Township Clerk be and is hereby authorized to attest to the Mayor’s signature; and be it further

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

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

Bill Rutherford
Council President

Adopted: April 9, 2024

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

John O. Gross, Chief Financial Officer

AGREEMENT

THIS AGREEMENT, made this 9th day of April, 2024, by and between: the TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as the “Township;”; and PLEASANT VALLEY PRODUCTIONS, INC., a nonprofit corporation of the State of New Jersey having its principal offices at 95 Warren Road, West Orange, New Jersey, hereinafter referred to as the “PVP.”

W I T N E S S E T H:

WHEREAS, the Township desires to provide funding for recreational services, social services, and activities, including cultural and artistic programing and entertainment to the residents of the Township of West Orange; and

WHEREAS, pursuant to a License Agreement between the Township and PVP, PVP utilized the Township’s facilities at the Oskar Schindler Performing Arts Center on Boland Drive; and

WHEREAS, it is the purpose of this agreement to recite the terms and conditions under which the foregoing funding shall be provided.

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

1. For the period of January 1, 2024 to December 31, 2024, the PVP shall provide and make available to West Orange residents, programming consistent with the terms of the License Agreement between the Township and PVP.
2. The referenced facilities and services shall be supervised and operated by personnel provided by the PVP, whose personnel shall be solely the employees and volunteers of PVP who is responsible to pay them, where appropriate, at the sole discretion

of the PVP.

3. The PVP shall provide, at its own expense, Workers Compensation Insurance, covering its employees performing hereunder, and public liability insurance with limits of Five Hundred Thousand Dollars (\$500,000.00) to One Million Dollars (\$1,000,000.00) Said insurance shall name the Township as an insured and shall be with carriers satisfactory to the Township and authorized to do business in New Jersey. Certificates of Insurance evidencing the foregoing shall be furnished to the Township upon execution of this Agreement.

4. The PVP agrees to indemnify the Township and hold it harmless, including Township's employees, agents and servants, from and against any and all losses, claims, liabilities and expenses which may arise or be claimed against the Township, its agents, servants or employees in connection with any phase of this Agreement.

5. Neither this Agreement nor the monies granted hereunder may be assigned.

6. The PVP acknowledges that it has read and reviewed N.J.S.A. 10:2-1, et seq., of the Revised Statutes of the State of New Jersey (Discrimination in Employment on Public Works, Contract Provisions), the terms of which are incorporated herein as though expressly set forth at length. The PVP agrees to comply with and be bound by the provisions thereof to the extent held applicable to volunteer organizations.

7. It is understood that this Agreement shall be deemed effective as of January 1, 2024.

8. Township shall pay to the PVP, for the services to be provided hereunder for the full one-year term, the sum of **Twenty Thousand Dollars (\$20,000.00)**.

9. The manner of payment shall be as determined jointly by the President of the PVP and Business Administrator for the Township.

10. The parties hereto agree that the provisions of the New Jersey Prevailing

Wage Act shall apply hereto the extent held applicable to a volunteer organization. Accordingly, the PVP agrees to comply with the provisions of N.J.S.A. 34:11-56.25 through 34:11-56.33, the provisions of which are hereby incorporated by reference as though stated at length herein. The PVP hereby declares that it is aware of the prevailing wage rates on file in the Township Hall of the Township pursuant to the New Jersey Prevailing Wage Act and agrees to comply therewith to the extent held applicable to volunteer organizations. The PVP further agrees as follows:

- A. All covered employees of the PVP performing services hereunder shall be paid not less than the prevailing wage rate as specified.
- B. The PVP shall maintain accurate records showing: (i) name, (ii) kind of work performed and (iii) actual hourly rate of wage paid to each covered employee employed hereunder. Such records shall be maintained for three (3) years from date of payment and shall be available for inspection by the Township's Business Administrator or his designee on request.
- C. The PVP shall post the prevailing wage rate for each covered employee performing worker hereunder, as determined by the Commissioner of Labor and Industry of the State of New Jersey, including the effective date of any changes thereof, in a prominent and easily accessible place and the principal offices of the PVP.
- D. If it is found that any covered employee of the PVP is paid less than the required wage rates Township may, on written notice to the PVP terminate the PVP's rights to proceed hereunder, or as to such portion of services rendered hereunder as to which there has been a failure to pay the required wages. Township may then arrange to prosecute the rendering of the services hereunder by other means, in which event the PVP shall be liable

to the Township for costs and damages incurred by the Township.

E. It is specifically understood that the provisions of this paragraph shall not apply to such persons engaged by the PVP to render services hereunder who are performing such services as volunteers without remuneration.

F. The PVP agrees to be bound by the provisions of “**SCHEDULE A**” attached hereto and made of part hereof.

11. The PVP agrees to submit an Annual Report to the Township, consistent with the requirements as set forth in the License Agreement, no later than December 31, 2024.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper corporate officers and their property corporate seals to be hereto affixed the day and year first above written.

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

BY: Susan McCartney, Mayor

ATTEST:

PLEASANT VALLEY
PRODUCTIONS, INC.

SECRETARY

BY:
PRESIDENT

“SCHEDULE A”

- (I) During the performance of this agreement the PVP agrees as follows:
- a. The PVP will not discriminate against any employee of applicant for employment because of age, race, creed, color, national, origin, ancestry, marital status or sex. The PVP will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The PVP agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;
 - b. The PVP will, in all solicitations or advertisements for employees placed by or on behalf of the PVP, state that all qualified applicants will receive consideration for employment without regard to age, creed, color, national origin, ancestry, marital status or sex;
 - c. The PVP will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the PVP's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The PVP agrees to comply with any regulations promulgated by the

Department of Labor and Workforce Development pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

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

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

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

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

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) seeks to provide Grant Funds to Luna Stage Co., L.L.C., (“Luna Stage”) to support its efforts to provide arts education through such programs as its Youth Creative Response Team, its Valley Stories Youth Theatre, and its Studio Luna Theatre Classes; and

WHEREAS, the Township seeks to provide a grant in the amount of eight thousand dollars (\$8,000) to Luna Stage to these Arts education programs; and

WHEREAS, Luna and the Township have agreed to the terms of a Grant Agreement, annexed hereto as Exhibit “A” providing that the grant funds are to be used towards the provision of arts education programs and that Luna Stage will provide a report to the Township as to how the grant funds were utilized.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Township is hereby authorized to issue a grant in the amount of eight thousand dollars (\$8,000) to Luna Stage towards the provision of arts education programs in 2024; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute Grant Agreement annexed hereto as Exhibit “A” and the Township Clerk be and is hereby authorized to attest to the Mayor’s signature; and be it further

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

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

Bill Rutherford
Council President

Adopted: April 9, 2024

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

John O. Gross, Chief Financial Officer

GRANT AGREEMENT

THIS GRANT AGREEMENT, made this 9th day of April 2024, by and between: the TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as the “Township;”; and LUNA STAGE CO., LLC., a nonprofit corporation of the State of New Jersey having its principal offices at 555 Valley Road, West Orange, New Jersey, hereinafter referred to as the “LUNA STAGE.”

W I T N E S S E T H:

WHEREAS, arts education offers a valuable benefit to the resident of a community and an opportunity for the expression and development of talents which betters the experience of the Township as a whole; and

WHEREAS, LUNA STAGE has been dedicated to providing arts education through such programs as its Youth Creative Response Team, its Valley Stories Youth Theatre, and its StudioLuna Theatre Classes; and

WHEREAS, LUNA STAGE requires funding to finance these arts education programs and has requested grant funding from the Township.

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

1. The Township agrees to provide to LUNA STAGE a grant in the amount of **Eight Thousand Dollars (\$8,000)** (the “GRANT FUNDS”) for which LUNA STAGE will utilize towards providing arts education programs for residents of the Township.
2. The referenced arts education programs shall be supervised and operated by

personnel provided by LUNA STAGE, whose personnel shall be solely the employees and volunteers of LUNA STAGE who is responsible to pay them, where appropriate, at the sole discretion of LUNA STAGE.

3. LUNA STAGE agrees to indemnify the Township and hold it harmless, including Township's employees, agents and servants, from and against any and all losses, claims, liabilities and expenses which may arise or be claimed against the Township, its agents, servants or employees in connection with any phase of this Memorandum of Grant Agreement.

4. Neither this Memorandum of Grant Agreement nor the monies granted hereunder may be assigned or used in a manner that is not consistent with the provision of arts education programs.

5. LUNA STAGE agrees that as a condition of accepting the GRANT FUNDS it will not and cannot discriminate against any participant of any of its arts education programs on the basis of age, race, creed, color, national, origin, ancestry, marital status or sex.

6. It is understood that this Memorandum of Grant Agreement shall be deemed effective as of the date of adoption of a resolution by the Township Council authorizing the issuance of the GRANT FUNDS and the execution of this Memorandum of Grant Agreement.

7. The GRANT FUNDS shall be paid by the Township upon receipt by the Finance Department of any and all required documentation or executed forms needed for the processing of the GRANT FUNDS.

8. Following LUNA STAGE's expenditure of the GRANT FUNDS, LUNA STAGE will provide a report to the Township with an accounting of the GRANT FUNDS and how the GRANT FUNDS were utilized. Specifically, the report shall be certified by the Director of LUNA STAGE and shall include any receipts or other records of payments where LUNA

STAGE utilized the GRANT FUNDS.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper authorized representatives.

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

BY: Susan McCartney, Mayor

ATTEST:

LUNA STAGE CO., LLC

SECRETARY

BY:
PRESIDENT

RESOLUTION TO HOLD A CLOSED SESSION

WHEREAS, the Open Public Meetings Act (N.J.S.A. 10:4. et seq.) provides for the exclusion of the public meetings of the governing body during the discussion of certain matters; and

WHEREAS, prior to the exclusion of the public from a meeting of the Township Council it is required that the Council adopt a Resolution stating the general nature of the subject to be discussed and stating as precisely as possible the time when the minutes of the discussion conducted in closed session can be disclosed to the public; and

WHEREAS, this body is about to consider a matter which falls within the purview of N.J.S.A. 10-4-12, and can properly exclude the public from such discussions; now, therefore, be it

BE IT RESOLVED, that the Township Council of the Township of West Orange, now assembled in public session at its regular meeting of **April 9, 2024** enter into a closed session to consider the following matter(s).

- () 1. Discussion of any material, the disclosure of which constitutes an invasion of individual privacy.
- () 2. A collective bargaining agreement or the terms of provisions of same.
- () 3. Techniques or tactic utilized to protect the safety and property of the public provided that their disclosure could impair such protection.
- () 4. An investigation of violations or possible violations of the laws of the State of New Jersey and/or the Township of West Orange Administrative Code.
- (X) 5. Pending or anticipated litigation or contract negotiation in which this body is or maybe a party.
- () 6. A matter falling within the attorney-client privilege to the extent that confidentiality is required in order for the attorney to exercise his ethical duties to this body.
- () 7. Personnel matters.
- () 8. Discussion of any matter which by express provision of Federal law or State statute or rule of Court shall be rendered confidential.
- () 9. Discussion of any matter in which the release of information would impair a right to receive funds from the Government of the United Sates.
- () 10. Discussion of any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.

() 11. Deliberations occurring after a public hearing that may result in imposition of a civil penalty or suspension or loss of a license or permit.

More specifically, the Council may discuss in closed session the following topic(s):

**Resolution Authorizing an Executive Session for the Purpose of Discussing
Contract Negotiations Specifically Resident Redevelopment RFP**

(the general subject matter(s) of discussion shall be indicated by a check mark in the appropriate box and shall be more specifically referred to thereafter to the extent such additional disclosure can be made without compromising the need for confidentiality giving rise to the closed session.

IT IS FURTHER RESOLVED that the minutes of said discussion shall be made public as soon as the matter under discussion is no longer of a confidential or sensitive nature such that the public interest will no longer be served by such confidentiality.

The foregoing resolution was duly adopted by the Township Council of the Township of West Orange at a public meeting held on **April 9, 2024.**

Motion:

Second:

Vote

Aye:

Opposed:

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

Bill Rutherford
Council President

Adopted: April 9, 2024

RESOLUTION TO HOLD A CLOSED SESSION

WHEREAS, the Open Public Meetings Act (N.J.S.A. 10:4. et seq.) provides for the exclusion of the public meetings of the governing body during the discussion of certain matters; and

WHEREAS, prior to the exclusion of the public from a meeting of the Township Council it is required that the Council adopt a Resolution stating the general nature of the subject to be discussed and stating as precisely as possible the time when the minutes of the discussion conducted in closed session can be disclosed to the public; and

WHEREAS, this body is about to consider a matter which falls within the purview of N.J.S.A. 10-4-12, and can properly exclude the public from such discussions; now, therefore, be it

BE IT RESOLVED, that the Township Council of the Township of West Orange, now assembled in public session at its regular meeting of **April 9, 2024** enter into a closed session to consider the following matter(s).

- () 1. Discussion of any material, the disclosure of which constitutes an invasion of individual privacy.
- () 2. A collective bargaining agreement or the terms of provisions of same.
- () 3. Techniques or tactic utilized to protect the safety and property of the public provided that their disclosure could impair such protection.
- () 4. An investigation of violations or possible violations of the laws of the State of New Jersey and/or the Township of West Orange Administrative Code.
- (X) 5. Pending or anticipated litigation or contract negotiation in which this body is or maybe a party.
- () 6. A matter falling within the attorney-client privilege to the extent that confidentiality is required in order for the attorney to exercise his ethical duties to this body.
- () 7. Personnel matters.
- () 8. Discussion of any matter which by express provision of Federal law or State statute or rule of Court shall be rendered confidential.
- () 9. Discussion of any matter in which the release of information would impair a right to receive funds from the Government of the United Sates.
- () 10. Discussion of any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.

() 11. Deliberations occurring after a public hearing that may result in imposition of a civil penalty or suspension or loss of a license or permit.

More specifically, the Council may discuss in closed session the following topic(s):

**Resolution Authorizing an Executive Session for the Purpose of Discussing
Contract Negotiations Specifically Resident Redevelopment RFP**

(the general subject matter(s) of discussion shall be indicated by a check mark in the appropriate box and shall be more specifically referred to thereafter to the extent such additional disclosure can be made without compromising the need for confidentiality giving rise to the closed session.

IT IS FURTHER RESOLVED that the minutes of said discussion shall be made public as soon as the matter under discussion is no longer of a confidential or sensitive nature such that the public interest will no longer be served by such confidentiality.

The foregoing resolution was duly adopted by the Township Council of the Township of West Orange at a public meeting held on **April 9, 2024.**

Motion:

Second:

Vote

Aye:

Opposed:

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

Bill Rutherford
Council President

Adopted: April 9, 2024

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-13
PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS AND SUBSECTION 7-32.2,
RESTRICTED PARKING ZONES, OF THE REVISED GENERAL ORDINANCES
OF THE TOWNSHIP OF WEST ORANGE**

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

Section 1. Subsection 7-13 Parking Prohibited at All Times on Certain Streets of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion, bold type denotes addition*):

<u>Name of Street</u>	<u>Side</u>	<u>Days</u>	<u>Location</u>
High Street	West	All	Starting 265 feet south of the southerly curbline of Samuel Street extended, and extending 14 feet south.

Section 2. Subsection 7-32.2 Restricted Parking Zones of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion, bold type denotes addition*):

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

<u>Residence Address</u>	<u>Side</u>	<u>No. of Spaces</u>	<u>Location</u>
14 Washington Street	South	1	Beginning 115 feet east of the easterly curbline of Watchung Avenue extended, and extending 20 feet east.

16 Llewellyn Avenue South	1	Beginning 279 feet west of the westerly curblineline of Main Street extended, and extending 20 feet west.
77 Kirk Street	1	Beginning 124 feet east of the easterly curblineline of Grant Terrace extended, and, extending 20 feet east.

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

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

Section 5. This Ordinance will take effect upon final passage, publication in accordance with law.

SUSAN MCCARTNEY, MAYOR

**BILL RUTHERFORD,
COUNCIL PRESIDENT**

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

INTRODUCED: March 26, 2024

ADOPTED: April 9, 2024

LEGISLATIVE HISTORY

The Ordinance, which amends the Traffic Regulations of the Township, establishes a No Parking Zone in front of 14 High Street. The street area in front of this home is too narrow to park a vehicle safely. Due to the premium on parking spaces in the area, large vehicles are parking illegally and blocking residential driveways. Additionally, this Ordinance responds to requests from handicapped residents who reside at 14 Washington Street, 16 Llewellyn Avenue and 77 Kirk Street. By adopting this Ordinance, the Township will establish handicapped parking stalls adjacent to these addresses. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones. These stalls are still subject to other parking regulations and prohibitions on their streets.

**AN ORDINANCE SUPPLEMENTING CHAPTER 14 AND ESTABLISHING A
SECTION FOR LEAD-BASED PAINT HAZARD INSPECTION REQUIREMENTS FOR
RENTAL DWELLINGS TO THE REVISED GENERAL ORDINANCES OF THE
TOWNSHIP OF WEST ORANGE
(Lead-Based Paint Hazard Inspection Requirements for Rental Dwellings)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF
WEST ORANGE, NEW JERSEY** that Chapter 14 of the Revised General Ordinances of the
Township of West Orange be and are hereby supplemented as follows:

I. PURPOSE

The purpose of this ordinance is to supplement Chapter 14 of the Township of West Orange Municipal Code governing housing to implement an inspection program for lead based paint in rental dwellings in compliance with N.J.S.A. 52:27D-437.16 et seq., .

II. DEFINITIONS

COMMON INTEREST COMMUNITY

A real estate development or neighborhood in which the property is burdened by servitudes requiring property owners to contribute to maintenance of commonly held property or to pay dues or assessments to an owners' association that provides services or facilities to the community.

DUST WIPE SAMPLING

A sample collected by wiping a representative surface and tested in accordance with a method approved by the United States Department of Housing and Urban Development.

LEAD INSPECTOR

A person certified by the Department of Community Affairs to perform lead inspection and risk assessment work pursuant to N.J.A.C. 5:17-1.1 et seq. This includes the ability to perform dust wipe sampling.

LEAD-BASED PAINT HAZARD

Any condition that causes exposure to lead from lead-contaminated dust or lead-contaminated paint that is deteriorated or present in surfaces that would result in adverse human health effects.

LEAD-FREE CERTIFICATION

A certification which confirms that a lead-based paint inspection was performed and that no lead-based paint exists in the dwelling unit or that all lead-based paint hazards have been fully abated.

LEAD-SAFE CERTIFICATION

A certification which confirms that a lead-based paint inspection was performed and no lead-based paint hazards were found. This certification is valid for two years from the date of issuance.

TENANT TURNOVER

The time at which all existing occupants vacate a dwelling unit and all new tenants move into the dwelling unit.

VISUAL ASSESSMENT

A visual examination for deteriorated paint or visible surface dust, debris, or residue.

VISUAL ASSESSOR

A person that is certified to perform a visual assessment

III. LEAD BASED-PAINT INSPECTIONS

A. A lead inspector for the Township of West Orange shall inspect every single-family, two-family, and multiple rental dwelling located within the Township of West Orange for lead-based paint hazards through visual assessment and dust wipe sampling in accordance with N.J.S.A. 52:27D-437.16 et seq., as may be amended from time to time.

B. The property owner or landlord may, in lieu of having the dwelling inspected by the Township's lead inspector, directly hire a private lead inspector who is certified to provide lead paint inspection services by the Department of Community Affairs to perform the lead-based paint inspection in accordance with N.J.S.A. 52:27D-437.16 et seq., as may be amended from time to time.

C. In accordance with N.J.S.A. 52:27D-437.16(c), a dwelling unit in a single-family, two-family, or multiple rental dwelling shall not be subject to inspection and evaluation for the presence of lead-based paint hazards if the unit:

(1) Has been certified to be free of lead-based paint;

(2) Was constructed during or after 1978;

(3) Is in a multiple dwelling that has been registered with the Department of Community Affairs as a multiple dwelling for at least 10 years, either under the current or a previous owner, and has no outstanding lead violations from the most recent cyclical inspection performed on the multiple dwelling under the Hotel and Multiple Dwelling Law;

(4) Is a single-family or two-family seasonal rental dwelling which is rented for less than six months duration each year by tenants that do not have consecutive lease renewals; or

(5) Has a valid lead-safe certification.

D. If lead-based paint hazards are identified, then the owner of the dwelling shall remediate the hazards through abatement or lead-based paint hazard control mechanisms in accordance with N.J.S.A. 52:27D-437.16(d). Upon the remediation of the lead-based paint hazard, the Township's lead inspector or visual assessor, as may be applicable, or the owner's private lead inspector, shall conduct an additional inspection of the unit to certify that the hazard no longer exists.

E. If no lead-based paint hazards are identified, then the Township's lead inspector or the owner's private lead inspector shall certify the dwelling as lead safe on a form prescribed by the Department of Community Affairs, which shall be valid for two years.

F. In accordance with N.J.S.A. 52:27D-437.16(e), property owners shall:

(1) Provide evidence of a valid lead-safe certification and the most recent tenant turnover to the Township of West Orange at the time of the cyclical inspection.

(2) Provide evidence of a valid lead-safe certification to new tenants of the property at the time of tenant turnover and shall affix a copy of such certification as an exhibit to the tenant's or tenants' lease.

(3) Maintain a record of the lead-safe certification which shall include the name or names of the unit's tenant or tenants if the inspection was conducted during a period of tenancy.

G. The fees for a lead-based paint inspection shall be set forth by Resolution at the approval of the Township Council.

IV. VIOLATIONS AND PENALTIES

In accordance with N.J.S.A. 52:27D-437.19, the penalties for a violation of Three ("III" or "3") of this Ordinance shall be as follows:

A. If a property owner has failed to conduct the required inspection or initiate any remediation efforts, the owner shall be given 30 days to cure the violation.

B. If the property owner has not cured the violation after 30 days, the property owner shall be subject to a penalty not to exceed \$1,000 per week until the required inspection has been conducted or remediation efforts have been initiated.

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.

VI. 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.

VII. EFFECTIVE DATE

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

Bill Rutherford
Council President

Susan McCartney
Mayor

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

Karen Carnevale, RMC
Municipal Clerk

Introduced: March 26, 2024

Adopted: April 9, 2024

**AN ORDINANCE AMENDING CHAPTER 5, SECTION 34.2, SECTION 34.4,
SECTION 34.5, AND CHAPTER 25, SECTION 24.2 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(LICENSED CANNABIS ENTITIES)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5 and 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 update the provision of the Municipal Code of the Township of West Orange governing the local licensing requirements and zoning conditions for Licensed Cannabis Entities within the Township of West Orange to: (i) update and amend the total number of local licenses allowable Licensed Cannabis Entities and specifying the maximum number of local license for specific categories of Licensed Cannabis Entities; and (ii) to create a separate parking requirement under the Zoning Conditions for Licensed Cannabis Cultivators and Licensed Cannabis Manufacturers who operate as Targeted Microbusinesses based on the existing regulations that limit the number of employees for those microbusinesses.

II. CHAPTER 5, SECTION 34.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-34.2 Definitions.

For the purpose of this section, the following words and phrases shall have the meanings respectively ascribed to them by this section:

* * * * *

Pre-Approved Entities means Applicant(s) who have: (i) received a Resolution of Local Support from the Township on or before January 10, 2023 with all subsequent modifications, if any, approved by the Township of West Orange; and (ii) whose cannabis business receives an [annual](#) license from the Commission.

III. CHAPTER 5, SECTION 34.4 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-34.4 Local License Standards and Limitations.

- a. The Township may approve or deny an application for a Local License to operate a License Cannabis Entity at its sole discretion, consistent with all governing State Law, based on an evaluation of the benefits compared to the potential harm of the prospective licensee's operation of a Licensed Cannabis Entity as proposed in the prospective licensee's application for a Local License.

- b. The number of Licensed Cannabis Entities holding a Local License shall be limited to: (i) four Local Licenses for Cannabis Retailers; and (ii) three total Local License for Cannabis Cultivators or Manufacturers.

Deleted: s

Deleted: a combined total of four (4) irrespective of the categories of Licensed Cannabis Entities. This cap shall be inclusive of all Local Licenses issued to Targeted Microbusinesses.. This cap of four (4) Licensed Cannabis Entities with Local Licenses may be increased to allow Pre-Approved Entities to move forward....

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

25-24.2 Conditional Uses.

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

2. Business and Industrial Districts.

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

- (1) The Licensed Cannabis Entity shall be required to have a Local License pursuant to Chapter 5, Section 34 of the Township of West Orange Municipal Code.
- (2) No Licensed Cannabis Entity, except a Pre-Approved Entity at its originally approved location, shall be located within five hundred feet (500') of the property line of any property with any school building.
- (3) No Licensed Cannabis Entity, except a Pre-Approved Entity at its originally approved location, shall be located within 500 feet (500') from the property line of any property with a House of Worship, as defined under Chapter 25, Section 4.
- (4) All Licensed Cannabis Entities shall comply with the following Parking Requirements for Nonresidential Uses: (i) Licensed Cannabis Retailers shall comply with the minimum required number of parking spaces for Retail Stores and personal services stores or studios not separately listed; and (ii) all other Licensed Cannabis Entities shall comply with the minimum required number of parking spaces for Light industrial, laboratory and research uses, except that a Cannabis Cultivator or Cannabis Manufacturer that operates as a Targeted Microbusiness shall comply with the minimum required number of parking spaces for Warehouse, Wholesale business uses.
- (5) No Licensed Cannabis Entity shall be housed in a vehicle or any movable or mobile structure.
- (6) No Licensed Cannabis Entity shall be allowed to operate as a Home Occupation.

- (7) Any signage for a Licensed Cannabis Entity shall be subject to the approval from either the Planning Board or the Zoning Board of Adjustment under the guidelines and standards governing commercial signs as set forth within the Township Municipal Code.
- (8) A Licensed Cannabis Entity shall meet all of the required security measures as set forth in Chapter 5, Section 34 of the Township of West Orange Municipal Code.
- (9) Cannabis Consumption Areas, as defined in the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act, N.J.S.A. 24:6I-31, et. seq., shall be prohibited from all Licensed Cannabis Entities.

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.

VI. 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.

VII. EFFECTIVE DATE

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

SUSAN McCARTNEY, MAYOR

**BILL RUTHERFORD
COUNCIL PRESIDENT**

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

INTRODUCED: April 9, 2024

ADOPTED: April 24, 2024

Legislative History

The purpose of this ordinance is to update the provision of the Municipal Code of the Township of West Orange governing the local licensing requirements and zoning conditions for Licensed Cannabis Entities within the Township of West Orange to: (i) update and amend the total number of local licenses allowable Licensed Cannabis Entities and specifying the maximum number of local license for specific categories of Licensed Cannabis Entities; and (ii) to create a separate parking requirement under the Zoning Conditions for Licensed Cannabis Cultivators and Licensed Cannabis Manufacturers who operate as Targeted Microbusinesses based on the existing regulations that limit the number of employees for those microbusinesses.

**AN ORDINANCE AMENDING CHAPTER 16, SECTION 3 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(SWIMMING POOLS—PLOT PLAN REQUIRED; REVIEW FEE)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 16, Section 3 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 modify the fees set forth in Chapter 16, Section 3 of the Revised General Ordinances of the Township of West Orange (the “Township Code”) such that the review fee for a plot plan regarding swimming pools shall be amendable by Resolution in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 16, SECTION 3 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§16-3 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled “Plot Plan Required; Review Fee” which specifies the fee for review of a plot plan related to swimming pools shall be repealed and replaced by the following language:

All applicants for a swimming pool license shall submit, at the time of initial application for a license, five copies of a plot plan drawn to scale. The plot plan shall clearly disclose the location of the swimming pool, as well as all structures and appurtenant facilities which the applicant proposes to erect or install. In addition thereto the plan shall disclose the location of parking facilities, fencing, landscaping, sanitary facilities and the like. The plan review fee for new construction and renovations shall be set forth by Resolution. These fees are in addition to any license fee required. The requirements of this section shall also be in addition to any approvals required by any other provisions of State law or Township Ordinances.

Deleted: There shall be a plan review fee of \$150 for all new construction. If a renovation, the plan review fee shall be \$50 These fees are in addition to any license

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

**BILL RUTHERFORD,
COUNCIL PRESIDENT**

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

INTRODUCED: April 9, 2024

ADOPTED: April 24, 2024

2849-24

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 16 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.

**AN ORDINANCE AMENDING CHAPTER 16, SECTION 4 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(SWIMMING POOLS—LICENSE FEES)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 16, Section 4 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 modify the fees set forth in Chapter 16, Section 4 of the Revised General Ordinances of the Township of West Orange (the “Township Code”) such that the license fees for any person applying for a swimming pool shall be amendable by Resolution in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 16, SECTION 4 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§16-4 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled “License Fees” which specifies the license fee for the operation of swimming pools shall be repealed and replaced by the following language:

Any person whose application for a swimming pool license is approved shall pay an annual license fee in an amount set forth by Resolution at the approval of the 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.

Deleted: as follows:¶

- ¶
- a. Hotel or Motel: \$400.¶
- b. Country Club: \$400.¶
- c. Health or Swim Clubs: \$500.¶
- d. Public Whirlpool or Jacuzzi: \$35 each.¶
- e. Multiple Housing Dwellings of more than four units: \$100.¶
- f. Condominium or Cooperative Complex: \$100.

V. EFFECTIVE DATE

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

SUSAN MCCARTNEY, MAYOR

**BILL RUTHERFORD,
COUNCIL PRESIDENT**

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

INTRODUCED: April 9, 2024

ADOPTED: April 24, 2024

Legislative History

The purpose of this ordinance is to modify the fines set forth in Chapter 16 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution.