

1. Conference Meeting Agenda

Documents: [CA6.25.13.PDF](#)

2. Public Meeting Agenda

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3. Resolutions

3.I. 69-13

Documents: [69-13 SUPPORTING PSEG_S ENERGY STRONG PROGRAM.PDF](#)

3.II. 126-13

Documents: [126-13 ENERGY AGGREGATION-GABEL.PDF](#), [126-13 AGRMT. BETWEEN W.O. AND GABEL ASSOCIATES-ENERGY AGREGATION.PDF](#)

3.III. 128-13

Documents: [128-13 RAFFLE LICENSES-6.25.13.PDF](#)

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Documents: [129-13 REFERRING HARVARD PRESS PLAN AMENDMENT TO PLANNING BOARD.PDF](#)

3.IV.i. 129-13 Attachment

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3.V. 130-13

Documents: [130-13 ESTIMATED TAX BILL.PDF](#)

3.VI. 131-13

Documents: [131-13 APPRAISALS FOR WILEY TERRACE-HENDRICKS.PDF](#)

3.VII. 132-13

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3.VIII. 133-13

Documents: [133-13 DEEDS OF EASEMENT + EASEMENT AGMT.-HOWELL DR..PDF](#), [133-13 DEED OF EASEMENT- DELINKO- 12 HOWELL DRIVE.PDF](#), [133-13 DEED OF EASEMENT- ROSEN 4 HOWELL DRIVE.PDF](#)

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3.XI. 136-13

Documents: [136-13 APPOINTING PAUL GRYGIEL \(PHILLIPS PREISS GRYGIEL\)-TEMPORARY PLANNING DIRECTOR.PDF](#), [136-13 AGREEMENT FOR PLANNING DIRECTOR SERVICES PHILLIPS PREISS GRYGIEL.PDF](#)

4. Ordinance(S) On First Reading

4.I. 2378-13

Documents: [2378-13 CHAPTER 3, SECTION 5-AMENDMENT-AGENDA.PDF](#)

COUNCIL COMMITTEE CONFERENCE MEETING
AGENDA
Council Chambers - 66 Main Street, West Orange, NJ
June 25, 2013

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. A notice of this meeting was mailed to the Star Ledger and the West Orange Chronicle on November 29, 2012. A notice of this meeting was also posted on the Bulletin Board in the Municipal Building, West Orange and filed in the office of the Municipal Clerk of the Township of West Orange on November 29, 2012 .

Roll Call - Councilman Guarino, Councilman Krakoviak, Councilwoman McCartney, Councilwoman Spango, Council President Cirilo (Mayor Parisi)

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6:30 P.M.

- Nomination of Council President
- Council Liaison for the 2013-2014 Term

Planning Board

Local Assistance Board

ERSCHA (Degan House)

WOSCHA (John P. Renna House)

Insurance Fund Commission (2)

Downtown West Orange Alliance

West Orange Municipal Alliance Committee

West Orange Arts Council

Open Space & Recreation Committee

7:00 P.M.

- Public Meeting

8:00 P.M. ABC HEARING

(Special Condition resolution(s) 500-13 and 504-13 to follow)

- a. 503-13 Hearing on Renewal for 2012-2013 License Term-**Essex House** (Special Conditions)
- b. 505-13 Renewal of Plenary Retail Distribution, Consumption and Club License for the 2013-2014 License Term (**resolution to follow**)
- c. **506-13 Resolution Referring ABC Conflict License to the ABC Director for Renewal-
Starlite Pizzeria**

AGENDA
June 25, 2013
Township of West Orange
66 Main Street – 7:00 p.m.

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. A notice of this meeting was mailed to the Star Ledger and the West Orange Chronicle on November 29, 2012. A notice of this meeting was also posted on the Bulletin Board in the Municipal Building, West Orange and filed in the office of the Municipal Clerk of the Township of West Orange on November 29, 2012.

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 – Councilman Guarino, Councilman Krakoviak, Councilwoman McCartney, Councilwoman Spango, Council President Cirilo (Mayor Parisi)

Pledge of Allegiance.

2. General Matters Pending

- a. Discussion-Council Appointment of Mr. William Merklinger to the Zoning Board of Adjustment as Alternate member #2.

3. Public Comment

***4. Consent Agenda**

***5. Approval of Minutes of Previous Meeting-Public Meeting June 11, 2013**

***6. Reading of Petitions and Communications and Bids-None**

***7. Report of Township Officers-None**

***8. Bills**

***9. Resolution(s)**

- a. **TABLED** 69-13 Resolution Supporting PSE&G's "Energy Strong" Program
"Energy Strong" proposes an investment of \$3.9B worth of infrastructure projects over a 10-year period to enhance PSE&G's electrical and gas system, including but not limited to: fortifying electrical stations, replacing and modernizing cast iron gas mains, deploying smart grid technologies, improving pole distribution systems, creating more redundancies, undergrounding of electricity lines, and protecting gas metering stations; (Tabled at 4/9/13 & 4/23/13 council meetings)
- b. 126-13 Resolution to Award a Professional Services Contract to Gabel Associates, Inc. for Energy Aggregation Consultant Services (**Tabled on June 11, 2013**)
- c. 128-13 Resolution Authorizing Raffle Licenses
- d. 129-13 Resolution Requesting the Planning Board to Review and Make Recommendations with Regard to Proposed Amendments to the Harvard Press Redevelopment Plan
- e. 130-13 Resolution Authorizing the Township of West Orange Tax Collector to Prepare and Mail Estimated Tax Bills In Accordance with P.L. 1994, c.72

- f. 131-13 Resolution Authorizing a Professional Services Contract with Hendricks Appraisal Company, LLC, 7 Hutton Avenue, West Orange for the Amendment of Two Appraisals for Properties on Wiley Terrace, Block 159.08, Lot 53 and Block 159.08, Lot 55 For a Fee NTE \$1,250.00 each or \$2,500.00 Total
- g. 132-13 Resolution Authorizing a Easement Agreement and Deed of Easement between 81 Nestro Road, Block 179.13, Lot 49 and the Township that grants the Township a 1,318 Square Foot Permanent Utility Easements Across Portions of the Property for a Consideration of \$4,750.00
- h. 133-13 Resolution Authorizing a Easement Agreement and Deed of Easement between 4 Howell Drive, Block 179.18, Lot 19 and the Township and 12 Howell Drive, Block 179.18, Lot 21 and the Township
- i. 134-13 Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court of New Jersey
- j. 135-13 Resolution Authorizing a Refund of Duplicate Payment of Second Quarter Taxes to Listed Taxpayer(s)
- k. 136-13 Resolution Authorizing an Extension to the Professional Services Contract with the Planning and Real Estate Firm of Phillips, Grygiel, LLC, Hoboken, NJ, for at Least an Additional Six (6) Months

10. Ordinances on Second and Final Reading-None

11. Ordinances on First Reading

- a. **TABLED** 2378-13An Ordinance Authorizing an Amendment to the Muncipal Code Chapter III Subsection 3-5 (*ordinance to follow*)

12. ABC Hearing

- a. 503-13 Hearing on Renewal for 2012-2013 License Term-**Essex House** (Special Conditions)
- b. 505-13 Renewal of Plenary Retail Distribution, Consumption and Club License for the 2013-2014 License Term (*resolution to follow*)
- c. **506-13 Resolution Referring ABC Conflict License to the ABC Director for Renewal-
Starlite Pizzeria**

Please be advised that State of NJ ABC requires tax clearance from all licensees before they can be added to the resolution for renewal therefore, some additional licensees may be added before Tuesday's meeting and an amended resolution will be provided to the ABC Board.

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)**

RESOLUTION

WHEREAS, the State of New Jersey has experienced a series of extreme weather events over the last two years, including but not limited to: Hurricane Irene, the October 2011 snowstorm, Superstorm Sandy and an accompanying Nor'easter; and

WHEREAS, the Township of West Orange ("Township") was impacted by said extreme weather events, including but not limited to widespread property damage and massive power outages; and

WHEREAS, Public Service Electric and Gas Company ("PSE&G") provides the Township electric and/or gas service; and

WHEREAS, said extreme weather events severely damaged PSE&G infrastructure, including but not limited to: flooded electrical substations due to storm surges, downed power lines and poles due to high winds and fallen trees, and the destruction of gas meters due to contact with water; and

WHEREAS, said damages to PSE&G infrastructure contributed to the Township's said impacts; and

WHEREAS, the New Jersey Board of Public Utilities ("BPU") issued an order on January 23, 2013 directing the State's electric and gas utilities, including PSE&G, to implement certain recommendations in the areas of: "Preparedness efforts", "Communications", "Restoration and response", "Post event", and "Underlying infrastructure issues"; and

WHEREAS, PSE&G submitted an infrastructure filing on February 20, 2013 entitled "Energy Strong"; and

WHEREAS, "Energy Strong" proposes an investment of \$3.9B worth of infrastructure projects over a 10-year period to enhance PSE&G's electrical and gas system, including but not limited to: fortifying electrical stations, replacing and modernizing cast iron gas mains, deploying

smart grid technologies, improving pole distribution systems, creating more redundancies, undergrounding of electricity lines, and protecting gas metering stations;

WHEREAS, the Township would benefit from the proposed investments in the “Energy Strong” filing;

NOW THEREFORE BE IT RESOLVED, that the Township formally declares its support for PSE&G’s “Energy Strong” program.

Karen J. Carnevale
Township Clerk

Victor Cirilo
Council President

Adopted: June 25, 2013

RESOLUTION

WHEREAS, the Township of West Orange is desirous to implement a Government Energy Aggregation (GEA) program for Township residents. The GEA program will allow West Orange residents to realize a savings on their gas and electric bills while remaining a PSE&G consumer; and

WHEREAS, the services of a professional consulting firm is essential to aid the Township with all the steps necessary to implement a Township wide program of this nature; and

WHEREAS, the Township did advertise for such services and on the submission date of April 10, 2013 did receive one proposal from Gabel Associates, Inc., 417 Denison Street, Highland Park, New Jersey 08904; and

WHEREAS, Gabel Associates is a qualified Government Energy Aggregation Consultant who has demonstrated a positive track record related to electric and natural gas procurement on behalf of the local units in the State of New Jersey, and

WHEREAS, there will be no cost to the Township for these services and an agreement attachment A is a part of this resolution.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that a professional services contract is awarded to the firm Gabel Associates, Inc. to provide Government Energy Aggregation services in accordance with their proposal and agreement attached hereto.

BE IT FURTHER RESOLVED that a copy of this resolution be published in the West Orange Chronicle as required by law within ten (10) days of its passage.

Karen J. Carnevale
Municipal Clerk

Victor Cirilo
Council President

Adopted: June 25, 2013

**AGREEMENT BY AND BETWEEN
TOWNSHIP OF WEST ORANGE
AND
GABEL ASSOCIATES, INC.**

THIS AGREEMENT made this _____ day of _____, 2013 ("Effective Date," which shall be the date on which the last authorized individual executes this Agreement) by and between the Township of West Orange in Essex County (West Orange), a body politic and corporate of the State of New Jersey, with principal offices located at 66 Main Street, West Orange, New Jersey 07052 and Gabel Associates, Inc. (Gabel Associates or Consultant) having its principal place of business at 417 Denison Street, Highland Park, New Jersey 08904, hereby recites as follows:

WITNESSETH:

WHEREAS, West Orange designated Gabel Associates as a provider of energy agent services to be utilized by West Orange in connection with the development and administration of energy procurement processes for a Government Energy Aggregation (GEA) program to be conducted on an on-line basis pursuant to P.L. 2001, c. 30; N.J.S.A. 48:3-50-51; and 48:3-92 et. al.; and

WHEREAS, Gabel Associates is willing and able to provide the required services (with such services outlines fully below); now, therefore,

IN CONSIDERATION of the mutual promises contained herein, West Orange and the Consultant agree as follows:

1. TERM

The term of this Agreement shall be for the period commencing upon Effective Date of this Agreement until execution of a contract with a suitable vendor is signed pursuant to the terms and scope of services of this Agreement, or for a twelve (12) month term, whichever is shorter. The 12-month term may be renewed or extended only by mutual agreement or resolution, as may be permitted by law.

2. CONSULTING SERVICES

The Consulting Services (also referred to as the "Services") to be performed by Gabel Associates and its subcontractor, Cooling America Thru Local Leadership (CALL), that are the subject of this Agreement are as follows. Gabel shall be responsible for all actions of CALL. All Services under this Agreement shall be undertaken pursuant to direction from West Orange or its project manager employees, and subject to West Orange's review and approval.

These services relate to electricity and may include other energy services including but not limited to natural gas supply service, may be conducted separately (in the event that a GEA does not move forward for a particular service) or as one process.

A) Government Energy Aggregation Services (GEA):

Gabel and CALL shall assist West Orange in organizing a GEA program. A GEA program is as defined in N.J.S.A. 48:3-92 et al. Such a program is not a standard energy procurement process but requires the involvement of West Orange residents, local governments, the Board of Public Utilities (BPU) regulators and Third Party Suppliers (TPS). The duties of Gabel and/or CALL shall include, but are in no way limited to, the following:

1. PUBLIC OUTREACH

- Work with West Orange to set up and advertise public discussion forms about GEA
- Develop mailing describing the program and inviting residents and businesses to attend town hall meetings for more information
- Hold town-hall meetings to present and discuss the concept of GEA with residents and businesses, the scheduling of said meetings to be coordinated with Township officials
- Work with West Orange to target businesses that may want to "opt in"

- Develop other avenues for communication with Township residents and businesses through the Township website, Downtown West Orange Alliance, West Orange Chamber of Commerce, and other forms of communication
- Develop other documents such as a "Frequently Asked Questions" page for upload to Township website or handout to be available at town hall or distributed at local events
- Meet with West Orange to decide how to time electric procurement bids
- Decide with West Orange on the appropriate time to pass the GEA Ordinance since there are only 30 days to "opt in" for a non-residential customers, under New Jersey law
- Work with West Orange to prepare necessary resolution(s)/ordinance(s), including drafting of such documents and other documents as may be necessary to implement GEA

CONTACTS WITH BPU AND REGULATED UTILITIES, SUCH AS LOCAL DISTRIBUTION COMPANIES ("LDCs")

- Work with BPU, if necessary, to obtain its approval of an Electric Distribution Company (EDC) Agreement and a Form Notice to Customers
- Work with EDC to negotiate the EDC aggregation Agreement
- Meet with EDC to obtain its support for the requirement to supply data and discuss modalities of transfer, including the handling of confidential customer information

3. DATA COLLECTION

- Obtain account and other needed data information to include in the bid package

4. CONTACTS WITH THIRD PARTY SUPPLIERS AND LIST OF POTENTIAL SUPPLIERS

- Prepare list of potential viable suppliers.
- Communicate with New Jersey Licensed Third Party Suppliers about the bid, documents and related processes and encourage participation

5. DEVELOPMENT OF BID SPECIFICATIONS AND CONTRACT

- Preparation of an RFP consistent with the BPU Rules, the Local Public Contracts Law (as applicable) and West Orange program-specific details
- Discuss and obtain approval by West Orange of RFP content
 - o Length of contract
 - o Expected savings for participants

Special requests (Higher renewable content, conservation programs, etc)

- Presentation of the RFP draft to the BPU and the Division of Rate Counsel for comments, if necessary
- Discussion of suggestions by BPU and Division of Rate Counsel and eventual implementation, if necessary
- Approval of RFP by West Orange
- Preparation of a master performance contract following BPU guidelines
- Presentation of the contract draft to the BPU and the Division of Rate Counsel for comments, if necessary
- Discussion of suggestions by BPU and Division of Rate Counsel and eventual implementation, if necessary
- Approval of preliminary contract by West Orange and authorization to implement if accepted

6. ADMINISTRATION OF BID PROCESS

- Prepare responses to all vendor questions and any necessary addenda
- After review and approval by West Orange, distribute the responses and addenda to all suppliers
- Review and provide ranking of supplier qualifications to provide requested GEA services
- Analyze bid responses
- Prepare a Report for West Orange providing evaluation of qualifications, analysis of bid, and recommendations for contract award
- Facilitate finalization and execution of contract between West Orange and selected supplier

7. IMPLEMENTATION OF GEA

- Coordinate with selected supplier to prepare written notice to residential accounts and opt-out forms for the implementation of a GEA
- Obtain from LDC list of residential accounts and service addresses that have not already signed up with a TPS; assist in review and edit of customer list to assure consistency with municipal boundaries
- Coordinate printing and mailing of GEA notice to residential customer list (such printing and mailing to be undertaken by the winning supplier) obtained from EDC
- Coordinate tallying of "Opt-out" notices
- Transfer of list of residential and commercial accounts to designated TPS
- Verification of change of supplier

- Set up with municipality contact name, phone number and email address for customer inquiries

8. ENERGY ADVISORY SERVICES

- Ongoing market monitoring and advisory services, including advising West Orange on when and in what amount to exercise options to convert open commodity positions to fixed-price positions

9. CLIENT RELATIONSHIP.

- Meet with West Orange during the bid process as well as after the award is made.

B) Municipal Purchase of Energy:

- West Orange may include in the GEA bids its facilities and utility accounts.

3. BENCHMARKS AND CONTINGENCIES

As set forth in Section 2(A)(5) and 2(A)(6) above, Consultant shall prepare and administer an RFP consistent with BPU Rules, the Local Public Contracts Law (as applicable) and any West Orange program-specific issues. Provided that the Township and/or PSE&G work in good faith with Consultant and meet any reasonable deadlines requested by Consultant, then Consultant shall release the RFP within six (6) months of the Effective Date of this Agreement. Consultant shall then evaluate all RFP responses and proposals and make a recommendation to the Township regarding a vendor not less than three (3) months from the date of publication of the RFP, or not less than nine (9) months from the Effective Date of this Agreement, whichever is shorter.

In the event that either of the above-stated contingencies is not satisfied by Consultant, the Township shall have the option to cancel this Agreement on five (5)

days' written notice to Consultant, and upon adoption of a resolution by the Township

Agreement by and Between Township of West Orange, NJ and Gabel Associates

Government Energy Aggregation Consulting Services -

Page 5

Council authorizing the cancellation.

4. COMPENSATION

For all Consulting Services rendered by Gabel Associates pursuant to Section 2 of this Agreement, or by its subcontractor(s), Gabel and/or its subcontractor(s) Associates shall be paid by the winning supplier(s). The Request for Bids for Electric Supply Service shall require that Bid Prices include an energy agent fee of \$.000825 per kilowatt hour. The suppliers shall include this agent fee in their bid prices and the winning supplier will invoice participants based on the Bid Price each month and, subsequent to collection of payment from participants, the winning supplier would remit payment of the collected energy agent fees to Gabel Associates on a monthly basis. Gabel Associates will also bear the cost of obtaining usage data for commercial customers. No management fees will be collected by Gabel Associates unless and until a power supply contract is awarded by West Orange.

Certain expenses are required in order to implement a GEA which are not included in the energy agent fee. These expenses are recoverable from the selected supplier pursuant to applicable GEA Rules. Two mailings are necessary for a successful GEA: the first will serve to inform the public that a GEA is being implemented in West Orange and that a public information session is being held; and the second will be sent after a winning supplier is chosen and will contain pricing and opt-out provisions. Costs *for the* initial informational *mailer* will be paid up-front by Gabel Associates and recovered from the selected supplier. The second mailer will be the responsibility of the selected supplier. If the RFP process does not result in any beneficial proposals and as a result the Township does not award a contract to a supplier, Gabel Associates will absorb the costs associated with the initial information mailer. If the RFP process does result in a beneficial proposal but the Township decides that it will nonetheless not award a contract to a supplier, Gabel Associates will be reimbursed by West Orange for its out-of

-pocket expenses for the initial informational mailer.

Additionally, the GEA requires several actions which will result in some expenses, which shall be identified in the RFP, and which may be recovered from the selected supplier(s):

- 1) Fees by the local LDC if any, pursuant to the EDC Agreement, to supply the needed information on identity and electricity usage of residential accounts participating in the GEA.
- 2) Public announcement of the implementation of a GEA program,

- 3) Setting up a contact number for residential accounts to get information on the GEA program being implemented.

Direct costs related to these activities shall be borne by or recovered from the winning supplier.

In the event natural gas supply or other services are subject to bid, Gabel Associates shall provide a fee proposal to West Orange for its review and consideration.

4. STANDARD OF CARE

The Consultant shall comply with the standard(s) of care attributable to the professions applicable to performing the services detailed herein and shall perform in accordance with the terms and conditions of this agreement. The Consultant agrees that all documents prepared and all specifications provided shall meet the requirements outlined by West Orange and shall comply with all applicable codes and standards.

5. INSURANCE

Prior to commencing work, the Consultant shall furnish West Orange with a Certificate of Insurance as evidence that it has procured the following insurance coverage:

5.1. Professional Liability

\$ 2,000,000.00

5.2. Workers Compensation and Employer's Liability

\$ 1,000,000.00

5.3. General Liability

\$2,000,000.00

5.4. Auto Liability

\$1,000,000.00 (combined single limit) each accident hired autos, non-owned autos. Gabel Associates, Inc. does not own any automobiles.

5.5 West Orange is to be listed as Additional Insured with respect to the General Liability policy.

5.6 West Orange must be provided sixty (60) days notice of cancellation, non-renewal or change in insurance coverage.

6. INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless West Orange, its officers, agents and employees from and against any and all claims, suits, actions, damages or costs, of any nature whatsoever, including attorney's fees, whether for personal injury, property damage or other liability, arising out of or in any way connected with the Consultant's acts or omissions in connection with this Agreement.

Gabel Associates is acting in a consulting capacity and any opinions, advice, forecasts, or analysis presented by Gabel Associates are based on its professional judgment and do not constitute a guarantee. In no event shall damages to West Orange exceed the amount of fees paid to it arising out of the services or action(s) taken pursuant to this agreement.

7. TERMINATION

West Orange may terminate this agreement for cause upon thirty (30) days written notice delivered to Consultant by certified mail, return receipt requested if Consultant materially breaches any terms of this agreement and does not, within the thirty (30) days written notice period, cure the breach.

All agent fee payment obligations from TPS as described in Section 3 for energy agreements executed prior to termination shall survive termination.

8. GOVERNING LAW

This agreement shall be construed and governed in accordance with the laws of the State of New Jersey and any disputes under this agreement shall be heard in a court of competent jurisdiction in the State of New Jersey.

9. MISCELLANEOUS

The following miscellaneous provisions shall apply to this agreement:

a. Modification.

This agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.

b. Invalid Clause.

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this agreement should be binding upon all parties hereto.

c. Entire Agreement.

This agreement shall consist of the entire agreement of the parties and it is acknowledged that there are no side or oral agreements relating to the undertaking set forth herein.

d. Assignability.

This agreement and all rights, duties and obligations herein may not be assigned by the Consultant to any professional corporation, person and/or other entity without approval of West Orange.

g. Affirmative Action.

The affirmative action provisions set forth in the documents attached hereto and incorporated herein and made a part hereof (Exhibit A).

h. Americans with Disability Act.

The Americans with Disability Act provisions as set forth in the documents attached hereto are incorporated herein and made a part hereof.

i. Waiver.

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this agreement by either of the parties shall not be construed as a waiver of those provisions.

j. Binding Agreement.

This agreement shall be binding upon the parties hereto and their respective agents, heirs, executors, administrators, successors, or assigns.

k. Business Registration and Sales and Use Tax Requirements.

Consultant agrees to comply with any applicable provisions of the "Business Registration and Sales and Use Tax Requirements".

SIGNATURE PAGE AFFIXED HERETO

IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the day and year mentioned on the face page of this agreement.

ATTEST:

TOWNSHIP OF WEST ORANGE

NAME:

NAME:

TITLE:

TITLE:

WITNESS:

GABEL ASSOCIATES INC

NAME:

TITLE:

RESOLUTION

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

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

<u>Organization</u>	<u>Date of Event</u>	<u>Place</u>	<u>RL #</u>
Seton Hall Preparatory School Mothers Auxiliary Off Premise Merchandise	11.7.13	481 Eagle Rock Ave.	6879
Seton Hall Preparatory School Mothers Auxiliary Tricky Tray	11.7.13	481 Eagle Rock Ave.	6880
Seton Hall Preparatory School Mothers Auxiliary On Premise 50/50	11.7.13	481 Eagle Rock Ave.	6881
Metropolitan YMCA Of the Oranges Off Premise 50/50	9.16.13	25 Prospect Avenue	6882

Victor Cirilo
Council President

Karen J. Carnevale
Municipal Clerk

Adopted: June 25, 2013

**RESOLUTION OF THE TOWNSHIP OF WEST ORANGE, COUNTY OF
ESSEX, NEW JERSEY REQUESTING THE PLANNING BOARD TO
REVIEW AND MAKE RECOMMENDATIONS WITH REGARD TO
PROPOSED AMENDMENTS TO THE HARVARD PRESS
REDEVELOPMENT PLAN**

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

WHEREAS, after referral to and investigation by the Planning Board of the Township in accordance with the Act, on March 18, 2008, the West Orange Township Council, acting by resolution, designated the following area as an area in need of redevelopment in accordance with the Act: Block 9, Lot 1, commonly known as 9 Mitchell Street; Block 9, Lot 7, commonly known as 15 Mitchell Street; Block 9, Lot 44, commonly known as 22-24 Central Avenue; Block 9, Lot 50, commonly known as 24-26 Central Avenue; and Block 9, Lot 56, located on Central Avenue (collectively, and together with any roads, right-of-ways or other public lands encompassed therein or appurtenant thereto, the “Redevelopment Area”); and

WHEREAS, on April 29, 2008, after review of a proposed redevelopment plan for the Redevelopment Area by the Planning Board of the Township in accordance with the Act, and after reviewing the recommendations of the Planning Board with respect to the same, the Township Council finally adopted Ordinance # 2168-08 implementing the proposed redevelopment plan together with the Planning Board’s recommendations, as reflected in the Ordinance (the “Redevelopment Plan”); and

WHEREAS, as set forth in the Ordinance and thereby incorporated in the Redevelopment Plan, Planning Board “Recommendation # 3” was that “residential units in any development for the site should be for-sale only and rental units discouraged”; and

WHEREAS, the Township wishes to consider revisions to the Redevelopment Plan, as set forth at Exhibit A attached hereto (the “Proposal”), and further wishes to refer the Proposal to the Planning Board for its review and comment in accordance with the Act,

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

I. GENERAL

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

II. PLANNING BOARD DIRECTED TO PREPARE REPORT

The Township Council hereby authorizes and directs the Planning Board to review the Proposal, and as provided by *N.J.S.A. 40A:12A-7*, to transmit a report containing its recommendations concerning the same to the Township Council.

III. SEVERABILITY

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

IV. AVAILABILITY OF THE RESOLUTION

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

V. EFFECTIVE DATE

This Resolution shall take effect upon final passage.

Victor Cirilo, Council President

Karen J. Carnevale, Municipal Clerk

Adopted: June 25, 2013

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the West Orange Township Council, in the County of Essex, at its meeting held on June 25, 2013.

Karen Carnevale, RMC, Township Clerk

EXHIBIT A**PROPOSAL****On page 17 of the Redevelopment Plan, strike the following language:**

Permitted uses in the MUBR zone shall be limited to multi-family residential uses and those uses allowed in the B-1 zone. The residential units shall be condominium type units that are individually sold in the general real estate market place and not rented. This use provision may need to be amended upon completing the research of the remaining properties located in Block 9 and along Central Avenue. Any use not expressly permitted in the MUBR zone shall be prohibited, including rental units.

And insert the following language in its place:

Permitted uses in the MUBR zone shall be limited to multi-family residential uses and those uses allowed in the B-1 zone. Any use not expressly permitted in the MUBR zone shall be prohibited.

The Township of West Orange New Jersey

Harvard Press Redevelopment Plan

Prepared Pursuant to N.J.S.A. 40A:12A-7

Prepared for the Township of West Orange Council
March 18, 2008

Final Report-April 7, 2008

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1. Introduction:

The Township of West Orange Mayor and Council requested that a Redevelopment Plan be prepared for a portion of the Valley Road area of the Township of West Orange. The potential redevelopment area lies between Mitchell Street and Central Avenue, east of Valley Road, and bordering on the municipal boundary line with the City of Orange. The area includes five (5) parcels of property, they are:

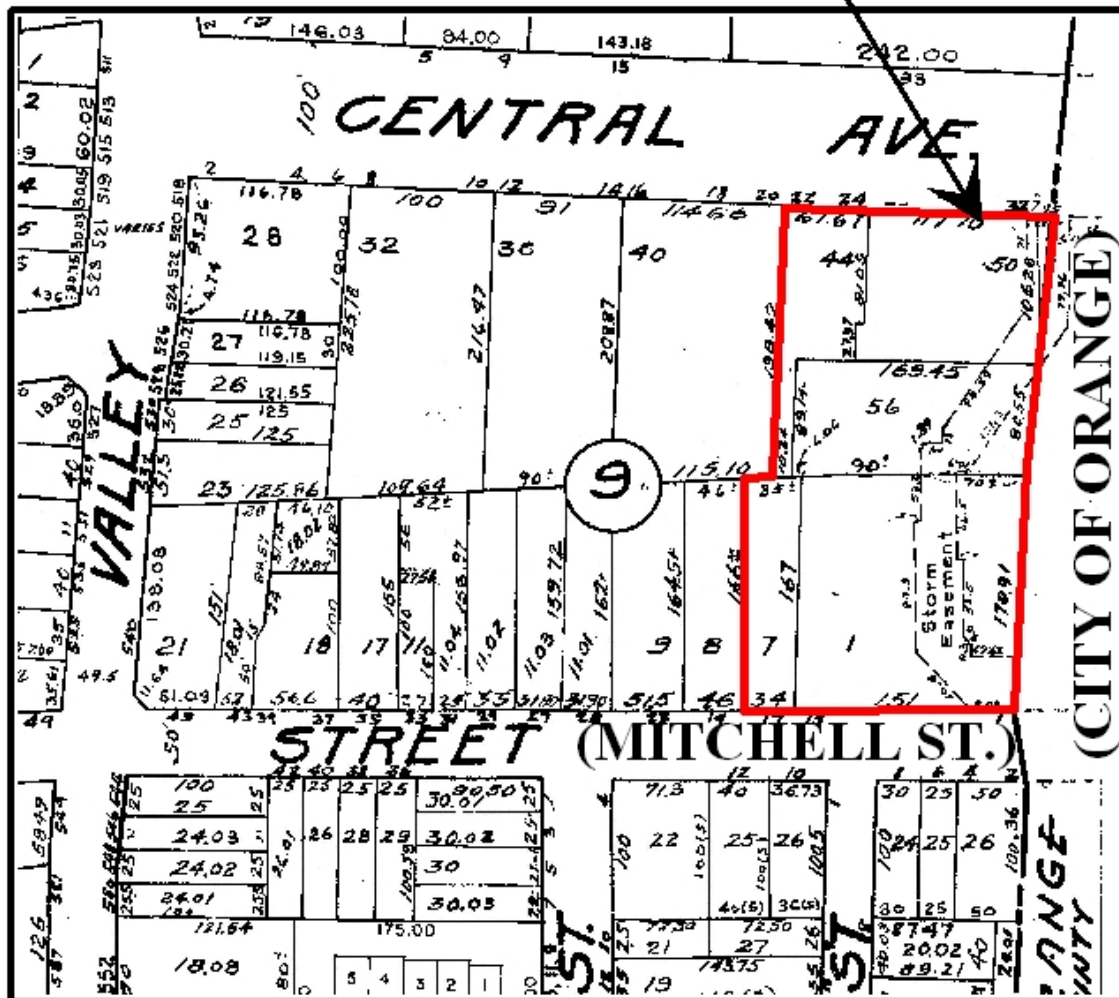
Block 9, Lot 1;	9 Mitchell Street
Block 9, Lot 7;	15 Mitchell Street
Block 9, Lot 44;	22-24 Central Avenue
Block 9, Lot 50;	24-26 Central Avenue
Block 9, Lot 56;	Central Avenue, having no street frontage and being located between Lot 1 and Lot 56

On January 8, 2008 the Township Council of the Township of West Orange adopted a Resolution authorizing and directing the West Orange Planning Board to conduct a preliminary investigation and make a recommendation as to whether the proposed redevelopment area satisfies the criteria of the New Jersey Local Redevelopment and Housing Law (LRHL), N.J.S.A. 40A:12A-1 et seq. On March 5, 2008 the area was recommended by the Township of West Orange Planning Board to be designated an Area in Need of Redevelopment pursuant to N.J.S.A. 40A:12A-6. As such, these properties when considered together as one area satisfy the criteria set forth in N.J.S.A. 40A:12A-5. The Township Council, upon concurring with the recommendation of the West Orange Planning Board, will designate the area in need of redevelopment, and upon such designation the Township Council will refer this Redevelopment Plan to the West Orange Planning Board for review and recommendation pursuant to N.J.S.A.40A:12A-7e.

The area is located in the southern portion of Downtown West Orange, as indicated on the Zoning Map of the Township of West Orange. The former Harvard Press site is situated in the area, which is an abandoned industrial area and is subject to a Brownfield's remediation program because of environmental contamination.

The following map further identifies the area to be included in this Redevelopment Plan.

Proposed Area In Need of Redevelopment



2. The Redevelopment Plan Statute and Planning Board Review:

The New Jersey Local Redevelopment and Housing Law (LRHL) N.J.S.A. 40A:12A-1 et seq. sets forth the basis for determining if an area qualifies as an area in need of redevelopment. In this report we are concerned with the statutory requirements of N.J.S.A. 40A:12A-7. This section of the LRHL states, in part, that:

“The redevelopment plan shall include an outline for the planning, development, redevelopment, or rehabilitation of the project area sufficient to indicate:

- 1) Its relationship to definite local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements.*
- (2) Proposed land uses and building requirements in the project area.*

(3) Adequate provision for the temporary and permanent relocation, as necessary, of residents in the project area, including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market.

(4) An identification of any property within the redevelopment area which is proposed to be acquired in accordance with the redevelopment plan.

(5) Any significant relationship of the redevelopment plan to (a) the master plans of contiguous municipalities, (b) the master plan of the county in which the municipality is located, and (c) the State Development and Redevelopment Plan adopted pursuant to the "State Planning Act," P.L.1985, c.398 (C.52:18A-196 et al).

b. A redevelopment plan may include the provision of affordable housing in accordance with the "Fair Housing Act," P.L.1985, c.222 (C.52:27D-301 et al.) and the housing element of the municipal master plan.

c. The redevelopment plan shall describe its relationship to pertinent municipal development regulations as defined in the "Municipal Land Use Law," P.L.1975, c.291 (C.40:55D-1 et seq.). The redevelopment plan shall supersede applicable provisions of the development regulations of the municipality or constitute an overlay zoning district within the redevelopment area. When the redevelopment plan supersedes any provision of the development regulations, the ordinance adopting the redevelopment plan shall contain an explicit amendment to the zoning district map included in the zoning ordinance. The zoning district map as amended shall indicate the redevelopment area to which the redevelopment plan applies. Notwithstanding the provisions of the "Municipal Land Use Law," required for adoption of ordinances by the municipality shall be required for the hearing on or adoption of the redevelopment plan or subsequent amendments thereof.

d. All provisions of the redevelopment plan shall be either substantially consistent with the municipal master plan or designed to effectuate the master plan; but the municipal governing body may adopt a redevelopment plan which is consistent with or not designed to effectuate the master plan by affirmative vote of a majority of its full authorized membership with the reasons for so acting set forth in the redevelopment plan."

This Redevelopment Plan addresses these statutory requirements and incorporates land use and redevelopment best practices so that a high quality plan is achieved for the proposed area.

The Draft Valley Road Area (Harvard Press) Redevelopment Plan, dated March 18, 2008, was referred to the West Orange Planning Board by the Township Council. On April 2, 2008 the West Orange Planning Board adopted a resolution enumerating nine specific recommendations or suggested changes to the Plan. The recommended changes by the Planning Board follow:

1. The Township should consider reducing the maximum number of dwelling units per acre to the maximum permitted by the Downtown Redevelopment Plan ("Recommendation # 1");
2. If a range of unit types and sizes is intended for the Area, the range should be presented rather than averages ("Recommendation # 2");
3. Residential units in any development for the site should be for-sale only and rental units discouraged ("Recommendation # 3");
4. All renderings attached to the Redevelopment Plan, in particular Exhibit 3 of Exhibit A-2 thereto, should reflect the concepts contained therein ("Recommendation # 4");
5. The Township should consider renaming the Area to remove the reference to Valley Road, as the Area does not front on Valley Road ("Recommendation # 5");
6. Residential Site Improvement Standards for parking should be applied in the Area unless otherwise modified by Planning Board ("Recommendation # 6");
7. A detailed economic impact analysis should be submitted to the Township prior to execution of a redevelopment agreement for the Area ("Recommendation # 7");
8. Similarly, an analysis of the impact on public safety from the maintenance of an open waterway in the Area should be submitted to the Township prior to the execution of a redevelopment agreement for the Area ("Recommendation # 8"); and
9. Streetscape improvements and infrastructure guidelines should be required and implemented in a manner similar to Downtown Redevelopment Plan ("Recommendation # 9").

This Final Plan includes the above recommendations (or suggested changes) with certain clarifications, modifications and minor departures, they are:

1. As to Planning Board recommendation number 4 above: the architectural rendering in Exhibit 3 of the exhibits presented by Benecke Economics to the Planning Board on April 2, 2008, was for illustrative purposes only; intended to show the building and architectural detail. Notwithstanding the foregoing the building and architectural design of any building in

the Plan area shall be consistent with this Plan.

2. As to Planning Board recommendation number 5 above, it is recommended that the Plan be named the Harvard Press Redevelopment Plan.

3. As to Planning Board recommendation number 6 above, indicating:

Residential Site Improvement Standards for parking should be applied in the Area unless otherwise modified by Planning Board, requires clarification, so as to provide specificity when reviewing any specific project in the plan area.

The Plan envisions a project with approximately 100 residential condominium units. The bedroom mix has not been determined, but assuming 33 units are one bedroom units, 63 units are two bedroom units and the remainder as three bedroom units, strict adherence to the RSIS standards (N.J.A.C. 5:21-4.14) may require as few as 115 spaces and as many as 194 parking spaces. The RSIS standards takes into account that where projects are close to mass transit and are located in urban settings, such as that found in the Plan area, it is appropriate to apply otherwise applicable standards as permitted in N.J.A.C. 5:21-4.14(c), as recited below. The Plan recommends that the 130 total parking spaces, 100 on site and 30 in close proximity to the site be provided, which is less than “Table 4.4” parking requirements of RSIS for garden apartments but more than that for high-rise. The RSIS standards allow for different local circumstances and Planning Board shall be guided by N.J.A.C. 5:21-4.14(c), which states:

“Alternative parking standards to those shown in Table 4.4 shall be accepted if the applicant demonstrates these standards better reflect local conditions. Factors affecting minimum number of parking spaces include household characteristics, availability of mass transit, urban versus suburban location, and available off-site parking resources.”

In the Plan area we find the availability of mass transit at the Highland Street Rail Station to be an important factor, consistent with the RSIS standards noted in N.J.A.C. 5:21-4.14(c). The Plan area is also urban as opposed to suburban and the Township and any redeveloper shall work cooperatively to provide additional parking resources in the area pursuant to Section 10-B-2 of this Plan. Accordingly, the Plan does satisfy the RSIS standards as found in N.J.A.C. 5:21-

- 4.14(c) if the Planning Board determines that the nature of the project is consistent with N.J.A.C. 5:21-4.14(c) even absent strict adherence to the requirements in Table 4.4.
4. As to Planning Board recommendations number 7 and 8: they are already included in the Plan. However, the waterway maintenance issue should be explored and an appropriate maintenance program developed (see Section 11 of this Plan.)
 5. As to Planning Board recommendation number 9: it was indicated at the April 2, 2008 West Orange Planning meeting that the building (architectural standards) proposed in this Plan were of high quality. The Main Street (Downtown) Redevelopment Plan streetscape and infrastructure improvements guidelines were developed for a vibrant retail corridor, having frontage on a major artery. In this Plan we are concerned with fitting the residential project into a pre-existing, sensitive residential area. Notwithstanding the foregoing the West Orange Planning Board is given the authority to guide the project design pursuant Section 10 C of this Plan.

3. The Present Condition of the Redevelopment Area:

The proposed redevelopment area includes approximately 64,000 square feet of land, approximately 1.5 acres. Four of the five properties are owned by Wilrick, LLC and the fifth is owned by Mr. Fregans, Block 9, Lot 44. The four properties owned by Wilrick, LLC are largely vacant, and in serious disrepair. The property owned by Mr. Fregans, while in operation, is generally obsolete. Each of the properties is under contract to be sold to Harvard Development Associates, LLC, a New Jersey based development company, which is also the contract purchaser of adjacent property located within the City of Orange, South Jefferson Street. The former Harvard Printing Company structure located on Block 9, Lots 1 and 56, is ostensibly vacant and in a deleterious condition. It is a four and one half story structure which continues to the east into the City of Orange. The boundary line between the Township of West Orange and the City of Orange runs through the building. The City of Orange portion of the Harvard Press structure is located in the City of Orange, Central Valley Redevelopment Area.

The Harvard Press property is a designated Brownfield's site (Brownfield's Development Area-BDA) and operates under an environmental remediation plan. The environmental sensitivity of the property is amplified by the fact that the east branch of the Rahway River runs through the Harvard Press site.

4-Research and Document Review:

As we researched this redevelopment area, in preparation of this Redevelopment Plan, we made several site visits and took photographs of the properties located in the area. We have conducted an extensive review of pertinent documents. This includes the West Orange Master Plan, and Master Plan Re-Examination Report, dated January 7, 2004, the Zoning Map of the Township of West Orange, dated November 2006, and the Mitchell-Joyce Re-Zoning Report, dated November 2004. The area subject to this proposed Redevelopment Plan is located in the Valley Road and Mitchell Street area of West Orange-the subject of the 2004 Report. We have read the March 2003 Downtown West Orange Redevelopment Plan and the Plan Amendments of July 2006. We also reviewed the Master Plans of adjoining municipalities, including the Township of Livingston, Borough of Roseland, Borough of Essex Fells, Borough of Verona, Township of Montclair, Township of Maplewood, Township of Millburn, the Village of South Orange, and the City of Orange. We have also read the City of Orange, Central Valley Redevelopment Plan, dated December 2005 and Amended Plan, dated June, 2007. The area subject to this Redevelopment Plan is directly adjacent to the Central Valley Redevelopment Plan, adopted by the City of Orange.

We have also reviewed the Tax Map of the Township of West Orange, dated March 1986, and the property tax records-tax assessment property record cards and tax bills. Benecke Economics has an extensive proprietary data base of demographic data and municipal tax profiles. We also are a member of the Urban Land Institute (ULI) and other planning and economic development organizations and often consult their reports.

We have also reviewed the State of New Jersey Development and Redevelopment Plan (SDRP) so as to ensure that this Redevelopment Plan is consistent thereto.

5-Purpose of this Redevelopment Plan:

The purpose of this Redevelopment Plan is to present an appropriate basis for the redevelopment of this largely vacant industrial area. The redevelopment contemplated shall be consistent with the goals and objectives stated herein. The redevelopment of this area represents an opportunity to work with the property owners to achieve a workable solution to the environmental problems apparent in the area. This Plan also represents an opportunity to eliminate the blighting influences of the area on adjoining residential neighborhoods.

The Township of West Orange has a unique opportunity to work with the City of Orange and the State of New Jersey to create a transit hub, in a village like setting, in this general area of West Orange.

6-Goals of this Redevelopment Plan:

The goals of this Redevelopment Plan include:

- A. To implement the stated desire of the Township of West Orange Planning Board which states *“Additional areas in the Valley Road Corridor should be considered for redevelopment opportunities....”*
- B. To eliminate the blighting influences of this area on the Township of West Orange. This includes the elimination of environmental contamination at the Harvard Press site.
- C. To facilitate the clean up of the east branch of Rahway River which runs through the site.
- D. To take advantage of the high quality mass transportation system located nearby, especially the Highland Rail Station.
- E. Consistent with the aforementioned goals, to develop an integrated Plan, taking into account the City of Orange, Central Valley Redevelopment Plan and the West Orange Downtown Redevelopment Plan.

The attainment of these goals will result in the improvement of the quality of life and betterment of the public health, safety and welfare of the citizens of West Orange.

7-Relationship to Definite Local Objectives

Pursuant to N.J.S.A. 40A:12A-7.a. (1), this Redevelopment Plan has the following definite local objectives:

- A. To provide for site clearance, remediation of environmental contamination and necessary property improvements which will improve the appearance and quality of land of the proposed redevelopment area.
- B. To eliminate an underutilized area of Downtown West Orange so as to make it a more vibrant area.

- C. To encourage residences in the Township of West Orange so as to take advantage of the Highland Rail Station, an important public transportation point.
- D. To provide for efficient infrastructure improvements-such as public utilities, sidewalks, and the culvert of the east branch of the Rahway River so as to promote future development(s).
- E. To create an economic development opportunity by having a significant residential development; this will support the remainder of the downtown, especially the Valley Road retail businesses and the Main Street Redevelopment at the Edison Battery site.
- F. To implement the principles stated in the 2004 Master Plan Re-Examination, which includes:
“1. Encourage appropriate residential development, whether single family or cluster housing, in locations and densities that are consistent with existing zoning and development patterns and that can be properly served by roadways, utilities, and services....There is strong tension between encouraging the Township and preserving open space within the Township. Through revised zoning standards, maintaining the residential character of the Township and preserving open space can be compatible.”
- G. To create a Plan that is compatible with the City of Orange, Central Valley Redevelopment Plan inasmuch as the Harvard Press building located in West Orange and a part of this Redevelopment Plan area is also located in the City of Orange Redevelopment Plan area, adopted in December, 2005 and amended in June, 2007.
- H. To create a sense of space and pedestrian activity; which may be the catalyst for future improvements to properties in the vicinity of the potential redevelopment area.
- I. To work with the private sector to achieve a high quality redevelopment project, thereby reducing the dependency on the public sector.

8. The Relationship to the SDRP and the City of Orange, Central Valley Redevelopment Plan:

A. N.J.S.A.40A:12A-7 a. (5) requires that a Redevelopment Plan indicate any significant relationship to the master plans of contiguous municipalities, the county master plan, and the SDRP. As previously mentioned we have reviewed the master plans of the adjoining municipalities and find that only the plan of the City of Orange is affected by the Township of West Orange Valley Road Area Redevelopment Plan. The following sub-section of this Redevelopment Plan describes the important interrelationship between this Redevelopment Plan and the City of Orange, Central Valley Redevelopment Plan.

The Essex County Master Plan is outdated and of little significance to this Redevelopment Plan.

The aforementioned State of New Jersey Development and Redevelopment Plan (SDRP), adopted on March 1, 2001, provides a comprehensive planning framework for the future of New Jersey, including the application of smart growth principles throughout the state. The SDRP calls for focusing growth in areas with existing infrastructure and investment, (cities, suburbs, towns) and away from environmentally sensitive areas. The Township of West Orange is located in such an area.

The SDRP designates the Township of West Orange as planning area one, PA-1, the preferred designation for redevelopment. In particular, the SDRP recognizes that center based development can provide a location to receive visitors and handle the impacts resulting from economic development strategies. This is especially applicable to the proposed Redevelopment Area because of its proximity to the Highland Rail Station.

As noted in the 2001 SDRP:

“New development should be guided into Centers to preserve open space, farmland and natural resources and to preserve or improve community character, increase opportunities for reasonably priced housing and strengthen beneficial economic development opportunities. Directing development from the Environs to Centers will ensure that the Environs remain in recreational, cultural or resource-extraction uses or left undisturbed. The appropriate provision and scaling of public facilities and services should maintain the integrity and function of the ecological systems in this area. Strategic planning and investing also can accommodate beneficial development and redevelopment in Centers, both efficiently and equitably.” (SDRP, p. 217)

The redevelopment of the proposed area in need of redevelopment, located at the southern section of Downtown West Orange, is consistent with the goals and objectives of the SDRP adopted pursuant to Law, the New Jersey Planning Act and the aforementioned Rules and Regulations. As recommended in the SDRP, redevelopment can be an effective implementation strategy to strengthen existing centers, and other developed areas, such as West Orange. The SDRP policies include:

“Encourage appropriate redevelopment in existing centers and existing developed areas that have the potential to become centers, or in ways to support center-based development to accommodate growth that would otherwise occur in Environs. Redevelop with intensities sufficient to support transit, a broad range of uses, efficient use of infrastructure, and design that enhance public safety,

encourage pedestrian activity, reduce dependency on the automobile and maintain the rural character of the centers.” (SDRP, p. 210)

Redevelopment is also recognized as a legitimate planning tool and a stated goal of the SDRP is to:

“Encourage environmentally appropriate redevelopment in existing Centers and existing developed areas that have the potential to become Centers or in ways that support Center-based development to accommodate growth that would otherwise occur in the Environs. Redevelop with intensities sufficient to support transit, a range of uses broad enough to encourage activity beyond the traditional workday, efficient use of infrastructure, and physical design features that enhance public safety, encourage pedestrian activity and reduce dependency on the automobile to attract growth otherwise planned for the Environs.” (SDRP, p. 219)

By redeveloping the Valley Road, Harvard Press area and cleaning up an environmentally contaminated area, this Redevelopment Plan is consistent with the land use planning goals stated in the SDRP as well as the Township’s 2004 Master Plan Reexamination. It is clear that by adopting this Redevelopment Plan, the Township of West Orange can achieve the type of redevelopment favored by the State Planning Commission and promulgated in the SDRP, pursuant to the State Planning Act.

B. The City of Orange, Central Valley Redevelopment Plan: The City of Orange, Central Valley Redevelopment Plan area encompasses approximately forty two (42) acres, including that portion of the Harvard Press Building located in the City of Orange (again, this building is also located in the Township of West Orange). Because property located in the Central Valley Redevelopment area needed to be acquired, the City of Orange issued a request for proposals and subsequently designated Harvard Development Associates, LLC as the redeveloper of the portion of the Central Valley Redevelopment Area that borders on the Township of West Orange. (This includes the portion of the Harvard Press structure which is located in the City of Orange). Harvard Development Associates then prepared a concept site plan for the area, resulting in certain of the City of Orange, Central Valley Redevelopment Plan Amendments, dated June, 2007.

Of particular importance to the Township of West Orange, and this Redevelopment Plan, is the South Jefferson Street portion of the City of Orange Plan. The June, 2007 City of Orange Plan amendments provide:

“the conversion and adaptive reuse of the Harvard Printing Company structure, into artist live/work spaces, new condominium construction, provision of 210 parking spaces, and, the realignment and reopening of the Rahway River....”

This portion of the City of Orange, Central Valley Redevelopment Plan includes the portion of the Harvard Press structure located in Orange. The aforementioned City of Orange Plan indicates that 221 residences are to be built on that site. According to the parcel list, included in the City of Orange, Central Valley Redevelopment Plan, the land area of the Harvard Press Property located in the City of Orange is approximately 95,800 square feet, or slightly greater than two acres. The construction of 221 residential units on the Harvard Press property located Orange represents a density of 100 units per acre.

A coordinated redevelopment effort between West Orange and Orange, with the participation of the State of New Jersey, will enhance the public transportation service at the Highland Rail Station, while at the same time making this general area more vibrant and productive.

9. The Private Sector’s Role in the Harvard Press Site:

The development community has expressed interest in the Harvard Press site, prompted in part by the redevelopment efforts being undertaken in the adjoining City of Orange. For example, Harvard Development Associates, LLC, which is the owner and redeveloper of the adjoining Orange site, has executed contracts to purchase the properties in the Area, and has received a Stream Encroachment and Freshwater Wetlands permit from the New Jersey Department of Environmental Protection to improve the east branch of the Rahway River, including the waterway culvert, within the Township. A portion of the culvert lies under the Harvard Press structure.

The pursuit of simultaneous redevelopment efforts of these adjoining parcels by their respective municipalities is a sound planning principle that enhances the likelihood of a comprehensive, cohesive, rational, successful development effort for each municipality. The interest in redevelopment of the surrounding area expressed by the City of Orange and the interest expressed on both sides of the municipal border by the development community present an opportunity for the Township of West Orange to work with the private sector to clean up the Area and remove the persistent blighting influences present in the Area. By doing so the Township will achieve an objective stated in this Plan, specifically, Objective I.

10. Proposed Land Uses and Building Requirements in the Redevelopment Area.

A. Land Use: The current zoning of the proposed redevelopment area is Industrial (“I”). The proposed redevelopment area is located within Block 9 of the Township of West Orange as indicated on the official Tax Map of the Township of West Orange. The proposed redevelopment area encompasses approximately one third of Block 9. It is significant that this Block is divided between zoning districts: the aforementioned I zone and the B-1 zone. The B-1 zone includes those properties having frontage along Central Avenue, to the west of the proposed redevelopment area. The B-1 zone is a retail business zoning district.

We note that Mitchell-Joyce Rezoning Report, dated November 2004, indicates the specific need to redevelop the Harvard Press industrial building. Once again, this building is a four and one half story ostensibly abandoned structure. The Mitchell-Joyce Rezoning Report notes that the nearby street of Mitchell, which borders this Redevelopment Plan area, is residential in nature. This Report also suggests a residential building plan of four stories over one story of parking is appropriate (see Exhibit 5, therein). This is a similar building configuration as is incorporated into the City of Orange, Central Valley Redevelopment Plan.

We note that the West Orange, Valley Road Redevelopment Area is in a 100 year flood hazard zone and may require the ground floor of any new structure to be elevated. Therefore, having parking located on the ground floor, provided there is adequate ventilation, makes sense. The suggestions of the Mitchell-Joyce Report have merit and, in part, support our research leading to our recommended land use plan, to be included in the Valley Road Area Redevelopment Plan.

The current zoning configuration, when considered along with the redevelopment of the proposed area, presents an opportunity for the Township of West Orange to create a mixed-use redevelopment zone, by combining the retail uses permitted in the B-1 zone with a residential use at the proposed redevelopment area. By creating a mixed use zone the Township of West Orange will eliminate the underutilized and blighted industrial zone and replace it with a new, vibrant Mixed Use Business Residential zone. This type

of land use pattern is envisioned in both the aforementioned Mitchell-Joyce Report and the Master Plan Reexamination of 2004.

With the implementation of this land use plan two zoning “anchors” will be in place; the pre-existing B-1 zone which includes seven (7) properties in Block 9 and the proposed Redevelopment Plan zone which include the five (5) properties included in this Plan, and also located in Block 9. These two property categories total twelve (12) properties. Thirteen (13) properties located in Block 9 will remain in the I zone, they are located in the middle of the two anchors. These thirteen properties should be examined to determine if they should be re-zoned and included in the Mixed Use Business Residential zone. Our initial impression is that they should be, and, with the cooperation of the property owners, a development or redevelopment scenario may possibly be created to further achieve the objectives of this Plan, specifically Objective H.

Pursuant to N.J.S.A. 40A:12A-7.a.(2), the proposed land uses and building requirements in the Township of West Orange Valley Road Redevelopment Area are to be governed by a new the Mixed Use Business Residential zone. Because of the limited size of the proposed redevelopment area, and due to the land use and building configurations included in the City of Orange, Central Valley Redevelopment Plan, it is recommended that the following parcels be zoned Mixed Use Business Residential (MUBR): Block 9, Lots 1, 7, 44, 50, and 56.

This re zoning should be made part of the Redevelopment Plan Ordinance. The Redevelopment Plan Ordinance should make specific reference to the following properties located in the retail business zone, B-1, they are: Block 9, Lots 18, 21, 23, 25, 26, 27, and 28. These properties and perhaps other properties located in the B-1 zone along Valley Road provide an important linkage to the residences being proposed in the Valley Road Area Redevelopment Plan. The businesses will provide services to the residents and in turn the residents will support the businesses. This will create an economic engine in this area of the West Orange Downtown and help achieve the objectives of this Plan, specifically Objective E.

The Zoning Map of the Township of West Orange should be amended (modified) upon adoption by the Township Council of the Valley Road Area Redevelopment Plan to depict this new zone.

At this time the Township of West Orange may not desire to re-zone the aforementioned properties located in Block 9 that are part of the B-1 zone. However, at a minimum, further research should be performed as to the efficacy of including these properties in the MUBR zone. The same holds true for the aforementioned thirteen (13) properties located in Block 9 between the Redevelopment Plan Area and the B-1 zone.

This new, proposed zoning district, MUBR) is consistent with the New Jersey Municipal Land Use Law (MLUL), N.J.S.A. 40:55D et seq. inasmuch as the zone is designed to promote a consistent land use pattern.

Permitted uses in the MUBR zone shall be limited to multi-family residential uses and those uses allowed in the B-1 zone. The residential units shall be condominium type units that are individually sold in the general real estate market place and not rented. This use provision may need to be amended upon completing the research of the remaining properties located in Block 9 and along Central Avenue. Any use not expressly permitted in the MUBR zone shall be prohibited, including rental units.

The following is the proposed table of bulk and building standards to be incorporated into the MUBR zone:

The Township of West Orange Mixed Use Business Residential (MUBR) Zone-Residential Parcel Bulk and Building Standards	
Bulk and/or Building Standard	Limitation
Maximum Number of Residential Units Per Acre	Seventy (70) Units Per Acre, a Maximum of 100 Units Per 1.5 Acres.
Maximum Building Height	Fifty nine (59) Feet, Excluding Elevator Shafts, Chimneys, Roof Eaves, Parapets and Appurtenances
Maximum Number of Stories	Five (5), Including Parking Facilities
Minimum Lot Size	One (1) Acre
Minimum Residential Unit Size	Seven Hundred fifty (750) Square Feet
Minimum Amount of Non-Buildable Area, this Shall Include Open Space, Pedestrian Areas-Excluding Hard Surface Sidewalks- and Landscaped Areas	Twenty Percent of Land Area
Maximum Amount of Building Footprint	Seventy Percent of Land Area
Front and Rear Yard Setbacks	Seven (7) Feet, From the Public Right of Way
Side Yard Setback	Four (4) Feet, from the Adjoining Property

	Boundary, Except that the Parking Area, Including Building Area on the Ground Floor, May Be Built on the Property Boundary.
Parking Regulations	A Minimum On-Site Parking of One Parking Space Per Residential Unit Providing that RSIS Standards are Modified, because of the Proximity to the Highland Rail Station, or other Legally Permissible Reason. In addition, a minimum of 30 spaces shall be provided off-site. (Also see Section 2 of this Plan, and Additional Parking Requirements, which Follows this Table.)
Architectural, Landscape, Parking and Traffic Regulations	These Matters Shall be Thoroughly Addressed in the Site Plan Application and Shall Be Further Governed by Additional Provisions of this Plan.

B. Additional Parking Requirements and Standards:

1-In addition to the provision of one parking space per residential unit, to be constructed on the project site, any redeveloper shall be required to provide a minimum of thirty off site parking spaces to service the residential units, not to be located in any public street or roadway (right of way). These additional parking spaces shall be located within close proximity to the Redevelopment Plan Area.

2-In addition, any redeveloper must work in cooperation with the Township to provide additional parking opportunities to serve the Valley Road area, whether this be through the identification and development of additional off-street parking or through a financial contribution by a redeveloper to the Township to further the Township's parking objectives in the vicinity of any redevelopment project constructed hereunder.

3-All parking areas shall be built in strict accordance with an approved parking circulation plan, as approved by the West Orange Planning Board. The size, length and width, of parking spaces shall be approved by the Township Engineer for compliance with best practices.

4- Any proposed residential parking structure shall be built into the residential building, having the residences located above. Adequate lighting, ventilation, and security shall be provided.

5- The parking structure shall have the same facade as the building facade. This is intended to promote an attractive uniform look to the building.

6- All parking shall be accessed by means of common driveways, from side streets. Parking on the streets of West Orange, or side of buildings, shall be discouraged and may be prohibited by an ordinance adopted by the Township Council.

7-Parking lot design shall consider pedestrian circulation. Pedestrian crosswalks shall be provided and linked to the wider pedestrian network. Pavement textures shall be required on pedestrian access ways, and strongly encouraged elsewhere in the parking lot, as surfacing materials, or when used as accents.

8-Parking lots shall meet New Jersey ADA requirements for handicapped parking. Parking lot lines shall be painted white; fire lanes and handicap stalls shall be painted yellow. Parking lots shall be suitably built to provide shade and visual relief.

9-For parking lot(s) having two or more rows sufficient aisle space shall be constructed to allow the safe passage of vehicles.

C. Additional Residential Building and Site Design Standards: Buildings shall be designed to be attractive and aesthetically pleasing, as the West Orange Planning Board may deem appropriate, and using the following standards applicable to the MUBR zone.

1-Buildings shall have a defined base and cap. The base may align with the sill level of the first floor, the foundation edge, or the ground with foundation plantings. The cap of the building includes the building cornice, parapet or eaves at the top of the building wall. The roof may be of a “flat design”, but shall have decorative treatments such as “dormers” or false windows to add dimension and elegance to the building. A total “flat surface” type structure shall be avoided. Long, blank wall expanses are discouraged.

2-Fire escapes are not permitted on the front facade (wall) of a building.

3-All air conditioning units, HVAC systems, exhaust pipes or stacks, elevator housing and satellite dishes and other telecommunications devices shall be screened from public view, by using walls, roof elements, penthouse type screening devices or landscaping, designed to be architecturally compatible with the building’s style, materials, colors and details.

4-Buildings where a portion of the structure is built within four feet of the adjoining property boundary line shall have the stories above the first story recessed, or terraced, to provide an attractive side yard. The use of terraces and faux window treatments is encouraged to provide a unique architectural feel.

5-Building(s) shall have an attractive and easily identifiable entry with a canopy or awning of an appropriate dimension as approved by the West Orange Planning Board.

6-Buildings shall have quality brick, stone, or other materials so as to appear unique; promoting a “elegant, charming, quaint, or village-like” sense of place.

7-Internally illuminated signs, particularly “lightbox” signs, are prohibited in the entire MUBR zone.

8-Signs shall not obscure architectural elements such as clerestory windows nor span across structural bays or columns. Signs shall be subordinate to the building’s facade, not overwhelming, but rather in keeping with the building design.

9-Buildings, including parking areas, shall be well illuminated, with the windows of residences screened from direct or harsh lighting. Building and sign illumination by bare floodlight, blinking or flashing bulbs is prohibited.

10-Awnings are permitted, provided they add to the aesthetics of the building, as solely determined by the West Orange Planning Board.

11-No advertising or marketing signs or phrases shall be permitted anywhere on any sign or on any residential building whatsoever.

12-Way finding signage is permitted and shall be consistent with other streetscape elements.

13-Decorative lighting fixtures shall be used on the building and along the street edge and within the private parking areas and walkways to establish a consistent lighting design theme. (This shall include building accent lighting.)

14-“Washing” the entire building facade in light is prohibited.

D. Landscaping Design Standards.

1-Extensive landscaping shall be provided for all land improvements. All areas of the area not be occupied by building, parking and other improvements shall be intensively planted with trees, shrubs, grass and perennials. The landscape plan and all planting shall be approved by the West Orange Planning Board.

2-The landscape plan and all plantings shall be complement the building(s) and accentuate important features. Plants shall be chosen for year round interest including color, flowers, bark interest or branching patterns. Hardy native plants shall be used where possible.

3-Existing healthy and mature trees shall be retained and incorporated into the landscape plan where possible.

4-The use of planters, window flower boxes and hanging baskets is encouraged to provide seasonal color

5-The landscaping shall be integrated with other site design features such as the waterway, pedestrian paths, gazebos, street furniture and public art-all of which is encouraged.

6-Trees, a minimum of 3 ½-4 inch caliper at the time of planting, shall be planted in designated landscape areas, as shown on the landscape plan to be approved by the West Orange Planning Board. These landscape areas shall be located in the front and rear yards, and the side yard where practical. The bottom branches shall be trimmed to a minimum of seven (7') feet from the ground to allow pedestrian passage.

7-The following small flowering trees, or equivalent, are recommended for the MUBR zone:

Carpinus betulus “Fastigata” (Pyramidal European Hornbeam)
Prunus Serrulata Kwanzan (Kwanzan Cherry)
Celtis Occidentalis (Hackberry)
Pyrus Calleryana “Redspire”(Redspire Pear)
Crataegus Crusgalli var. inermis (Thornless Cockspur Hawthorne).

8-Planting beds shall be chosen for year round interest including color, flowers, fruit, bark interest or branching patterns.

E. Sidewalk, Crosswalk, and Public Space Design Standards:

1- Sidewalks shall be wide enough to handle pedestrians and, together with the area within the front or rear yard setback, be sufficient to accommodate benches, planters and street trees lights where appropriate. Sidewalks along the perimeter of a residential building shall be a minimum of four feet (4') wide. Sidewalks shall have a similar design and material content as walkways, as specified in Paragraph 2, which follows.

2- Pedestrian walkways, located within a residential project shall be raised and curbed along buildings and within parking areas where suitable. Scored or decorative concrete, having a limited number of raised areas, shall be the preferred material. All walkways and paved areas not within the public right of way shall use appropriately colored pavers, at the option of the redeveloper. All specific designs shall be subject to West Orange Planning Board approval.

3- Barrier-free walkway systems and entrances to the residential building shall be provided to allow pedestrian access to buildings, or uses, from parking lots and public sidewalks.

F. Traffic Plan: A traffic circulation plan shall be submitted by the applicant to the West Orange Planning Board for their review and approval.

G. Loading and Service Areas: including those areas used for trash receptacles, dumpsters and utility boxes shall be placed in visually unobtrusive locations in the side or rear of the building(s). The service areas shall be in or next to ground level parking areas and shall be located behind buildings or designed to fit into the streetscape. Chain link fencing including the use of wood or plastic slats and wood stockade fencing is prohibited for screening of trash and service areas.

H. Walls and fences in all public areas shall be constructed to match the architectural detail of the principal structure. Fences and screen walls shall be limited to a maximum height of four (4') feet except they must be six (6') feet in height when used as a buffer for service area enclosures. Walls can be used as seating walls and for privacy in open areas.

I. The storage of any materials, products, debris, signs, or any bulk item on any property or premises is prohibited.

11. The East Branch of the Rahway River.

This waterway is currently stagnant and an attractive nuisance. Pedestrians may wander onto the poorly lighted property and fall into the unprotected river. The river bed is a dilapidated concrete structure and has debris and standing water in it. Part of the Harvard Press building is constructed over the waterway. Harvard Development Associates, LLC, as stated in their DEP permit application intends to open up and clean up the waterway. This is positive environmental measure, consistent with the objectives

of this Redevelopment Plan, specifically Objectives A and B, as well as Goal B of this Redevelopment Plan relating to cleaning up environmental contamination.

The re-design of this waterway should be sufficient to handle any potential flooding concerns. Moreover, a maintenance plan should be developed so as to avoid this portion of the river being filled in by silt and debris. The property owner or homeowners association must be parties to such an agreement.

12. The Transit Village Concept.

When considered together with the previously mentioned City of Orange, Central Valley Redevelopment Plan a total of 310 residences may potentially be built on the former Harvard Press site. More than 400 people will be living there, together with the people already residing in the area, both in West Orange and Orange. These residents will be conveniently situated near the Highland Rail Station. A plan should be prepared by the redeveloper to encourage use of this Rail Station.

Both municipalities should work together to explore State of New Jersey Transit Village designation for this area and review the potential for Federal and State grants to spur further smart growth oriented redevelopment. This is consistent with Objective C and Goal B of this Plan.

13. Other Statutory Considerations.

A. N.J.S.A.40A:12A-7.a (3) requires the identification of those persons required to be relocated. Because the properties are generally vacant and underutilized, and are scheduled to be acquired through a pending private transaction, no such relocation is being anticipated at this time.

B. N.J.S.A.40A:12A-7. a (4) requires the identification of the properties to be acquired under the Redevelopment Plan. No property is envisioned to be acquired through action prompted by this Plan, including through the exercise of eminent domain condemnation. The property is scheduled to be acquired through a pending private transaction.

C. N.J.S.A.40A:12A-7. c and d requires this Redevelopment Plan describe its relationship to pertinent municipal development regulations as included in the MLUL and be either substantially consistent with the municipal master plan or designed to effectuate the master plan. We have shown that this Redevelopment Plan is consistent with the West

Orange Master Plan and the Redevelopment Plan of the City of Orange.

Although the proposed project is inconsistent with the current Industrial zoning designation, establishment of the Mixed Use Business Residential zone (MUBR) will further protect, stabilize, and facilitate of the general welfare of the community. It should also be noted that the southern boundary of the Industrial zone and the proposed MUBR zone is Mitchell Street which is a residential neighborhood, and zoned R-M, Residential Apartment.

The purpose of zoning, as described in the Municipal Land Use Law (MLUL) N.J.S.A. 40:55D-1 et seq. is a multi-faceted definition. This Redevelopment Plan meets many of the purposes of land use planning including:

To encourage municipal action to guide the appropriate use or development of land, in a manner this will promote the public health, safety, and general welfare;

To provide sufficient space in appropriate locations for a variety of agricultural, residential, recreational, commercial and industrial uses and open space, both public and private, according to their respective environmental requirements in order to meet the needs of all New Jersey residents;

To promote the conservation of historic sites and districts, open space, energy resources and valuable natural resources in the State and to prevent urban sprawl and degradation of the environment through improper use of land; and,

To encourage coordination of the various public and private procedures and activities shaping land development with a view of lessening the cost of such development and to the more efficient use of land.

As previously stated, the objectives and stated purpose of this Redevelopment Plan is to provide for the environmental clean up and general economic development of the area. By specifying the location of significant new residential development in this Redevelopment Plan Area the Township will prevent the improper use of land in the future and protect significant natural resources in the Township of West Orange.

Indeed the goals and objectives of this Redevelopment Plan are taken, in part, from the West Orange Master Plan Reexamination of 2004. The proposed MUBR zoning district is consistent with the MLUL by presenting a consistent land use pattern while at the same time promoting the use of public transportation and cleaning up an

environmentally contaminated site.

14. Council On Affordable Housing (COAH) Requirements:

The State of New Jersey is in the process of revising its COAH requirements to provide additional affordable housing throughout the State of New Jersey. Currently COAH requires one affordable unit be built for every eight market units. However, the ratio of the number of affordable units may increase to one affordable unit for every four market units. This means that a minimum of eleven COAH units will have to be built, within either a Redevelopment Project or elsewhere within the Township of West Orange. Perhaps more COAH units will be required under new Regulations being considered by the State of New Jersey.

To the extent that a Redevelopment Project creates a requirement for COAH housing, the Redeveloper shall be responsible for satisfying any such COAH requirement.

15. Economic Impact:

This Redevelopment Plan provides a workable solution to turn around a blighted and unproductive area of the Township of West Orange. By having the residences integrated with the retail businesses along Valley Road an economic engine could occur and the rehabilitation of adjacent areas could be encouraged. This will improve property values and increase the tax base of the Township.

The properties in the proposed redevelopment area paid only \$21,539 in property taxes in 2007. Assuming 89 new market type residences are built in the West Orange Valley Road Redevelopment Area at a sales price of \$250,000, a total value of \$22,250,000 results. At the 2007 assessed to market ("true") value ratio of 24% this results in a new total tax assessment of approximately \$5,340,000. This generates approximately \$565,500 annually in property tax revenue. This is an increase of over \$540,000. This represents significant revenue to the Township.

We must caution, however, that we are aware that a residential project may have public school children living there, placing demands on the public school district.

Harvard Development Associates, LLC had a study of the estimated number of school aged children that can be expected to live in the proposed Redevelopment Plan area. The study was prepared by Burgis Associates, Community Planning and Development Consultants, dated January 2, 2008. Burgis estimates that between 9 and 13 school aged children will live in the proposed Redevelopment Plan Area. Their estimates may hold true, we, however, believe that up to thirty school aged children may live there.

At a per student cost of \$14,000 annually, the school district will incur between \$140,000 (the Burgis estimate) and \$420,000 annually. Notwithstanding the number of school aged children that may live in the Redevelopment Plan Area the overall economic impact appears to be positive. We recommend that an economic impact study be prepared in connection with any future redevelopment agreement and/or site plan application.

16. Redevelopment Plan Implementation:

We have attempted to provide a workable Redevelopment Plan so that an environmentally contaminated area and important waterway can be cleaned up. This Plan also takes advantage of the nearby public transportation system and integrates the area with the surrounding areas, both in West Orange and Orange.

It is recommended that after appropriate review the Township Council should proceed with preparation of the Redevelopment Plan Ordinance and request the Plan be reviewed by the West Orange Planning Board, pursuant to N.J.S.A.40A:12A-7 e. The Council may then negotiate a redevelopment agreement which includes a redevelopment timetable, financing considerations, and additional parking provisions, if any.

Further, it is recommended that the West Orange Planning Board be authorized by the Township Council to grant deviations from the Redevelopment Plan. Deviations may not be granted from the permitted uses identified in Section 10A of this Plan. The building and bulk standards identified in Section 10A of this Plan may be deviated by *deminimus* amounts.

We look forward to presenting the results of our research and the contents of this Plan.

Prepared By

Robert L. Benecke
Kenneth Albert, PE, PP
Henry Coleman, PhD.

RESOLUTION AUTHORIZING THE TOWNSHIP OF
WEST ORANGE TAX COLLECTOR TO PREPARE AND
MAIL ESTIMATED TAX BILLS IN ACCORDANCE WITH P.L. 1994, c.72

WHEREAS, the Essex County Board of Freeholders and the Township of West Orange have not adopted the Essex County Budget and the Township of West Orange Budget for 2013 and the West Orange Township Tax Collector will be unable to mail the Township's 2013 tax bills on a timely basis;

WHEREAS, the Township of West Orange Tax Collector in consultation with the West Orange Township Chief Financial Officer has computed an estimated tax levy in accordance with N.J.S.A. 54:4-66.3, and they have both signed a certification showing the tax levies for the previous year, the tax rates and the range of permitted estimated tax levies;

WHEREAS, in accordance with Chapter 72, P.L. 1994, the Township council requests the Director of Division of Local Government Services to approve the estimated tax levy exceeding 105% listed below. Approval will enable the Township to meet its financial obligations, maintain the tax collection rate, provide uniformity for tax payments and save the unnecessary cost of interest expenses on borrowing.

NOW, THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX AND STATE OF NEW JERSEY on this 25th day of June 2013, as follows:

1. The Township of West Orange Tax Collector is hereby authorized and directed to prepare and issue estimated tax bills for the Township for the third installment of 2013 taxes. The Tax Collector shall proceed upon approval from the Director and take such actions as are permitted and required by L. 1994, c.72 (N.J.S.A. 54:4-66.2 and 54:4-66.3)
2. The entire estimated tax levy for the 2013 is hereby set at \$ 207,255,110.26. In accordance with law the third installment of 2013 taxes shall not be subject to interest until the later of August 10 or twenty fifth calendar day after the date the estimated tax bills were mailed. The estimated tax bills shall contain a notice specifying the date on which interest may begin to accrue.

CERTIFICATION

I, Karen J. Carnevale, Municipal Clerk of the Township of West Orange in the County of Essex, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Township Council at a regular meeting held on the 25th day of June 2013.

IN WITNESS WHERE I have hereunto set my hand and affixed the seal of said Township the 25th day of June 2013.

Karen J. Carnevale
Municipal Clerk

Victor Cirilo
Council President

Adopted: June 25, 2013

RESOLUTION

WHEREAS, the Township of West Orange desires to acquire two unimproved and undeveloped parcels along Wiley Terrace known as Block 159.08, Lots 53 and 55 owned by the Estate of Emile Karam and John T. and Patricia McCann respectively; and

WHEREAS, the Township intends to use Planning Incentive Grant Funds administered by the State of New Jersey, Department of Environmental Protection (NJDEP), Green Acres Program to purchase these parcels; and

WHEREAS, the Green Acres Program requires applicants to obtain the services of a property appraisal company which is approved by them to develop a market value for the parcel or parcels to be acquired; and

WHEREAS, the Township obtained the professional appraisal services to value Block 159.08, Lot 53 and Block 159.08, Lot 55 of Hendricks Appraisal Company, LLC, Seven Hutton Avenue, West Orange, New Jersey; and

WHEREAS, the values of each parcel as determined by Mark Hendricks, CRE of Hendricks Appraisal Company, LLC in his reports dated April 12, 2013 were questioned by each property owner with particular regard to roadway and utility improvement costs and the manner in which those costs were distributed to each of the two benefitting property owners; and

WHEREAS, following a meeting of Township officials, the two property owners, and Mark Hendricks of Hendricks Appraisal Company, LLC, the Township Engineer agreed to develop a roadway and utility improvement plan for Wiley Terrace and prepare a detailed estimate of the cost of the improvements including soft costs; and

WHEREAS, based on the roadway and utility improvement plan, the Township Engineer's estimate dated February 11, 2013 to improve Wiley Terrace from Ridgeway Avenue through the right of way line of a proposed cul-de-sac in the McCann property, a distance of 865 feet, is \$465,370.00 or about \$540.00 per linear feet; and

WHEREAS, the Township and the property owners want Hendricks Appraisal Company, LLC to consider the Township Engineer's estimate of February 11, 2013 when valuing the properties; and

WHEREAS, for an additional fee, not to exceed \$1,250.00 for appraisal each or \$2,500.00 total, Hendricks Appraisal Company will amend each appraisal for properties known as Block 159.08, Lots 53 and 55; and

WHEREAS, the Township Council concurs in the foregoing.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that a professional services contract with Hendricks Appraisal Company, LLC of 7 Hutton Avenue, West Orange, New Jersey is authorized to amend the two appraisals for properties on Wiley Terrace known as Block 159.08, Lot 53 and Block 159.08, Lot 55 for a fee not to exceed \$1,250.00 each or \$2,500.00 total.

BE IT FUTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within 10 days of approval in accordance with N.J.S.A. 40A:11-5(1)(a)(i).

Karen J. Carnevale, Municipal Clerk

Victor Cirilo, Council President

Adopted: June 25, 2013

I hereby certify funds are available from: _____
Account Number

John O. Gross, Chief Financial Officer

RESOLUTION

WHEREAS, the Township, to address flooding problems in the Mayfair District which included Nestro Road, Midro Way, Mayfair Drive, Rosemont Terrace and Rosemont Drive, prepared plans known as the Mayfair District Storm and Sanitary Sewer Improvements; and

WHEREAS, these improvements were constructed in two phases with the sanitary sewer improvements constructed initially in 2011 while permits from the New Jersey Department of Environmental Protection (NJDEP) for the storm sewer phase which was constructed in 2012 and 2013 were pending; and

WHEREAS prior to construction, in 2010 the Township acquired easements across 24 parcels to allow construction of both the sanitary sewer and storm sewer on private property; and

WHEREAS, by Agreement dated June 29, 2010 the Township acquired both temporary and permanent utility easements across the property of Roger Thomas Williams and Mary P. Williams, husband and wife, at 81 Nestro Road, Block 179.13, Lot 49 and in addition abandoned and vacated certain existing easements; and

WHEREAS, the permit received from the NJDEP in 2011 required additional storm drains be constructed across the Williams's property at 81 Nestro Road which required a previously acquired temporary construction easement to become a permanent easement and portions of previously vacated easements to become permanent; and

WHEREAS, the Township prepared a new Easement Agreement and Deed of Easement between Mary P. Williams, whose husband passed away in April 2013, and the Township which will grant the Township a 1,318 square foot permanent utility easement in a portion of the easterly side yard and a portion of the rear yard of 81 Nestro Road, Block 179.13, Lot 49 for a consideration of \$4,750.00; and

WHEREAS, this Agreement is acceptable to the property owner Mary P. Williams; and

WHEREAS, the Township Council concurs in the foregoing.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the attached Easement Agreement and Deed of Easement between Mary P. Williams of 81 Nestro Road, West Orange, New Jersey, Block 179,13, Lot 49 which grants the Township a 1,318 square foot permanent utility easements across portions of her property for a consideration of \$4,750.00 is hereby approved and Mayor Robert Parisi is authorized to execute this Agreement and the Municipal Clerk, Karen Carnevale, shall attest his signature.

Karen J. Carnevale, Municipal Clerk

Victor Cirilo, Council President

Adopted: June 25, 2013

I hereby certify funds are available from: _____
Account Number

John O. Gross, Chief Financial Officer

EASEMENT AGREEMENT AND DEED OF EASEMENT

MEMORANDUM OF AGREEMENT, made this _____ day of _____ 2013 by and between Mary P. Williams of 81 Nestro Road in the Township of West Orange, County of Essex and State of New Jersey, hereinafter referred to Grantor; and

The Township of West Orange, a Municipality in the County of Essex and State of New Jersey, with its principal office at 66 Main Street, West Orange, New Jersey hereinafter referred to as Grantee.

WITNESSETH

WHEREAS, the Grantor is the owner in fee of certain lands situate, lying and being in the Township of West Orange, Essex County, New Jersey, described as Lot 49, in Block 179.13 as shown on the Tax Maps of the Township of West Orange and commonly known as 81 Nestro Road; and

WHEREAS, the Grantor and her late husband, Roger Thomas Williams, who died testate on April 9, 2013, previously entered into an Easement Agreement and Deed of Easement with the Township of West Orange dated June 29, 2010 and recorded with the Essex County Register on November 30, 2010, Book 12284, Page 860, which granted the Township permanent and temporary utility easements across the property of the Grantor for storm sewer improvements associated with the "Mayfair Drive Sanitary and Storm Sewer Improvements" (The Plans) prepared by Hatch Mott MacDonald of Millburn, New Jersey and revised August 24, 2005; and

WHEREAS, subsequent to the execution and filing of the prior Easement Agreement and Deed of Easement, the Township amended The Plans to comply with New Jersey Department of Environmental Protection Rules and Regulations which required additional storm drain piping through the area of a temporary easement on the easterly side of the Grantor's property to connect to storm drain pipes which were located in the rear yard of the Grantor in an easement which was previously vacated; and

WHEREAS, this Easement Agreement and Deed of Easement will grant the Township a permanent easement along the easterly side yard and a portion of the rear yard of property of the Grantor in Block 179.13, Lot 49 commonly known as 81 Nestro Road.

NOW THEREFORE, in consideration of the sum of Four Thousand Seven Hundred Fifty Dollars (\$4,750.00) and other good and valuable consideration and of the foregoing and of the mutual covenants hereinafter set forth, it is hereby agreed between the parties as follows:

Approved by: Richard D. Trenk, Esq
Township Attorney

Prepared by: Leonard R. Lepore, P.E.
Municipal Engineer

1. The Grantor grants the Grantee a permanent utility easement across a portion of Grantor's property, Block 179.13, Lot 49 as depicted on a "Map Showing Proposed Permanent Utility Easement, Through Lands of Roger T. Williams and Mary P. Williams Block 179.13, Lot 49, No. 81 Nestro Road, Township of West Orange, New Jersey", prepared by Charles P. Stewart, P.L.S., G. C. Stewart Associates, Inc., Essex Fells, New Jersey dated September 13, 2012 which map is appended hereto as Schedule "A".

2. The permanent utility easement is further described by a "Description of a Permanent Utility Easement Through Lot 49, Block 179.13, 81 Nestro Road" which is appended hereto as Schedule B".

The receipt of the consideration is hereby acknowledged, and in further consideration of the covenants and agreements herein contained on the part of the parties hereto, the Grantor has given, granted, conveyed unto the Grantee, its successors and assigns for sewer purposes, an easement in, on and through the lands of the Grantor hereinabove and more particularly described in Schedules "A" and "B".

This Agreement shall be binding upon the respective heirs, executors, successors, administrators, assigns and mortgagees of the parties hereto. It is understood that the effective date of this Agreement shall be the date of full execution and delivery thereto by and between the parties hereto.

IN WITNESS WHEREOF, the said first party has hereunto set her hand and seal, and said second party has caused its corporate seal to be hereto affixed and attested by Karen J. Carnevale, its Clerk, and these presents to be signed by Robert Parisi, its Mayor , the day and year first above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

WITNESS:

GRANTOR

MARY P. WILLIAMS

ATTEST:

THE TOWNSHIP OF WEST

ORANGE, GRANTEE

KAREN J. CARNEVALE, CLERK

ROBERT PARISI, MAYOR

STATE OF NEW JERSEY :

SS
COUNTY OF ESSEX :

BE IT REMEMBERED, that on this _____ day of _____, 2013,
before me, the subscriber, personally appeared Karen J. Carnevale, who being duly sworn by
me on her oath, doth depose and make proof to my satisfaction that she is the Clerk of the
Township of West Orange, the party of the second part named in the within Instrument that
Robert D. Parisi, is the Mayor of the Township of West Orange, that the execution, as well as
the making of this agreement, has been authorized by a proper resolution of the Council of the
Township; and the seal affixed to said Instrument is such corporate seal and was thereto affixed
and said instrument signed and delivered by said Mayor as and for his voluntary act and deed
and as and for the voluntary act and deed of said Township, in the presence of deponent, who
thereupon subscribed his/her name thereto as witness.

KAREN J. CARNEVALE

SWORN AND SUBSCRIBED TO
BEFORE ME THIS _____ DAY OF _____, 2013
AT WEST ORANGE, NEW JERSEY

SS
COUNTY OF ESSEX:

BE IT REMEMBERED, that on this _____ day of _____ in the year Two Thousand and Thirteen before me, the subscriber, personally appeared Mary P. Williams who, I am satisfied, is the person mentioned in the within Instrument, and she acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, for the uses and purposes therein expressed.

NOTARY PUBLIC

SWORN AND SUBSCRIBED TO
BEFORE ME THIS _____ DAY OF _____, 2013
AT _____.

RESOLUTION

WHEREAS, High Tor Estates, Inc., a New Jersey Corporation with a principal place of business formerly at 1640 Vauxhall Road, Union, New Jersey, the developer of a single family subdivision tract known as High Tor Estates, was directed by the Township of West Orange to design and install certain drainage improvements through property of Jack M. and Linda W. Rosen, husband and wife. Block 179.18, Lot 19 commonly known as 4 Howell Drive and through property of Steven C. and Sheryl Delinko, husband and wife, Block 179.18, Lot 21 commonly known as 12 Howell Drive to address drainage problems that arose on their properties subsequent to the lots being conveyed to them by High Tor Estates, Inc.; and

WHEREAS, the Rosens and Delinkos and the Township agreed that upon installation of drainage improvements across portions of their properties the Township would maintain these improvements provided the Rosens and Delinkos granted the Township drainage easements through their properties; and

WHEREAS, the drainage improvements were installed by the developer, High Tor Estates, Inc; and

WHEREAS, the Township accepted all the improvements associated with the High Toe Estates subdivision; and

WHEREAS, Easement Agreements previously executed by the developer, the Rosens and the Delinkos were not executed by the Township and subsequently were not recorded; and

WHEREAS, two Easement Agreements between the Rosens and the Township and the Delinkos and the Township are attached; and

WHEREAS, the Township of West Orange desires to correct this matter by executing and recording new Easement Agreements; and

WHEREAS, the Township Council concurs in the foregoing.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange that the attached Easement Agreements between Jack M. and Linda W. Rosen, husband and wife, of 4 Howell Drive, West Orange, New Jersey for property known as Block 179.18, lot 19 and the Township of West Orange and between Steven C. and Sheryl Delinko, husband and wife, of 12 Howell Drive, West Orange, New Jersey for property known as Block 179.18, Lot 21 are hereby approved and Mayor Robert Parisi is authorized to execute these Agreements and the Municipal Clerk, Karen Carnevale, shall attest to his signature.

Karen J. Carnevale, Municipal Clerk

Victor Cirilo, Council President

Adopted: June 25, 2013

DEED OF EASEMENT AND EASEMENT AGREEMENT

This Agreement made this _____ day of June 2013 by and between Steven C. and Sheryl Delinko, H/W having their principal residence at 12 Howell Drive, West Orange, New Jersey 07052, Lot 21, Block 179.18 on the Tax Maps of the Township of West Orange, hereinafter referred to as Grantor, and

Township of West Orange, New Jersey a Municipal Corporation of the State of New Jersey, having its principal place of business at 66 Main Street, West Orange, New Jersey, hereinafter referred to as Grantee;

WITNESSETH:

WHEREAS, the Developer, High Tor Estates, Inc., a New Jersey Corporation with a principal place of business formerly at 1640 Vauxhall Avenue, Union, New Jersey, hereinafter referred to as Developer, of the single family subdivision tract known as High Tor Estates, where the Grantor's property is located, was directed by the Township of West Orange to design and install certain drainage improvements across property of Grantor Block 179.18, Lot 21 commonly known as 12 Howell Drive, West Orange, New Jersey and that of an adjoining property owner of Block 179.18, Lot 19 commonly known as 4 Howell Drive, West Orange, New Jersey to address drainage problems that arose subsequent to Land Use Approvals granted by the Planning Board of the Township of West Orange and after the lot was conveyed by the Developer to the Grantor; and

WHEREAS, Steven C. And Sheryl Delinko and the Township agreed that upon installation of these improvements by the Developer, the Township would maintain these improvements provided the property owner granted the Township a drainage easement across a portion of Block 179.18, Lot 21 to maintain the drainage improvements; and

WHEREAS, the drainage improvements were installed by the Developer; and

WHEREAS, the Township has accepted all improvements associated with the High Tor Estates subdivision; and

WHEREAS, it is the purpose of this Agreement to set forth the matter agreed upon to be performed hereafter in connection with the foregoing.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, it is hereby agreed between the parties hereto as follows:

1. Grantor grants the Grantee a permanent storm sewer easement across a portion of their property. A map and description of said easement is attached hereto as Schedule "A" and made a part hereto.

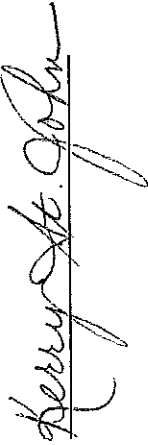
Approved by: Richard D. Trenk
Township Attorney

Prepared by: Leonard R. Lepore
Municipal Engineer, P.E.

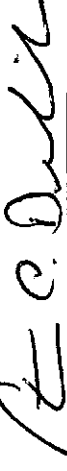
2. The Township of West Orange as Grantee agrees to maintain the stormwater collection system across property of Grantor in perpetuity.
3. Grantee shall be responsible for all costs associated with the recording this Easement Agreement.
4. This Agreement shall be binding upon the respective heirs, executors, successors, administrators, assigns and mortgagees of the parties hereto.
5. It is understood that the effective date of this Agreement shall be the date of full execution and delivery thereto by and between the parties hereto.

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

WITNESS:



GRANTOR:



STEVEN C. DELINKO



SHERYL DELINKO

ATTEST:

TOWNSHIP OF WEST ORANGE, GRANTEE:

KAREN CARNEVALE, MUNICIPAL CLERK

ROBERT PARISI, MAYOR

STATE OF NEW JERSEY:

SS

COUNTY OF ESSEX:

BE IT REMEMBERED, that on this 18TH day of JUNE in the year Two Thousand

Thirteen before me, the subscriber, personally appeared Steven C. Delinko who, I am satisfied, is the person mentioned in the within instrument, and he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.

Kerry St. John
NOTARY PUBLIC

KERRY ST. JOHN
A Notary Public of New Jersey
My Commission Expires July 22, 2014

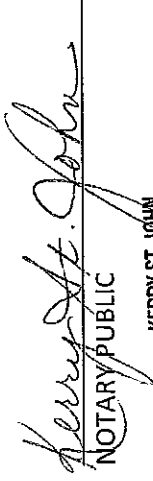
STATE OF NEW JERSEY:

SS

COUNTY OF ESSEX:

BE IT REMEMBERED, that on this 18th day of JUNE in n the year Two Thousand

Thirteen before me, the subscriber, personally appeared Sheryl Delinko who, I am satisfied, is the person mentioned in the within instrument, and she acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, for the uses and purposes therein expressed.


NOTARY PUBLIC

KERRY ST. JOHN
A Notary Public of New Jersey
My Commission Expires July 22, 2014

STATE OF NEW JERSEY:

SS

COUNTY OF ESSEX:

BE IT REMEMBERED, that on this _____ day of _____ 2013 before me the subscriber, personally appeared Karen J. Carnevale, who being duly sworn by me on her oath, doth depose and make proof to my satisfaction that she is the Clerk of the Township of West Orange, the party of second part named in the within instrument, that Robert Parisi is the Mayor of the Township of West Orange, that the execution, as well as the making of this agreement, has been authorized by a proper resolution of the Council of the Township; and the seal affixed to said instrument is such corporate seal and was thereto affixed and said instrument signed and delivered by said Mayor as and for his voluntary act and deed and as and for the voluntary act and deed of said Township, in the presence of deponent, who thereupon subscribed his/her name thereto as witness.

KAREN J. CARNEVALE

SWORN AND SUBSCRIBED TO

BEFORE ME THIS _____ DAY OF _____ 2013

AT WEST ORANGE, NEW JERSEY

SCHEDULE A

16

17

19

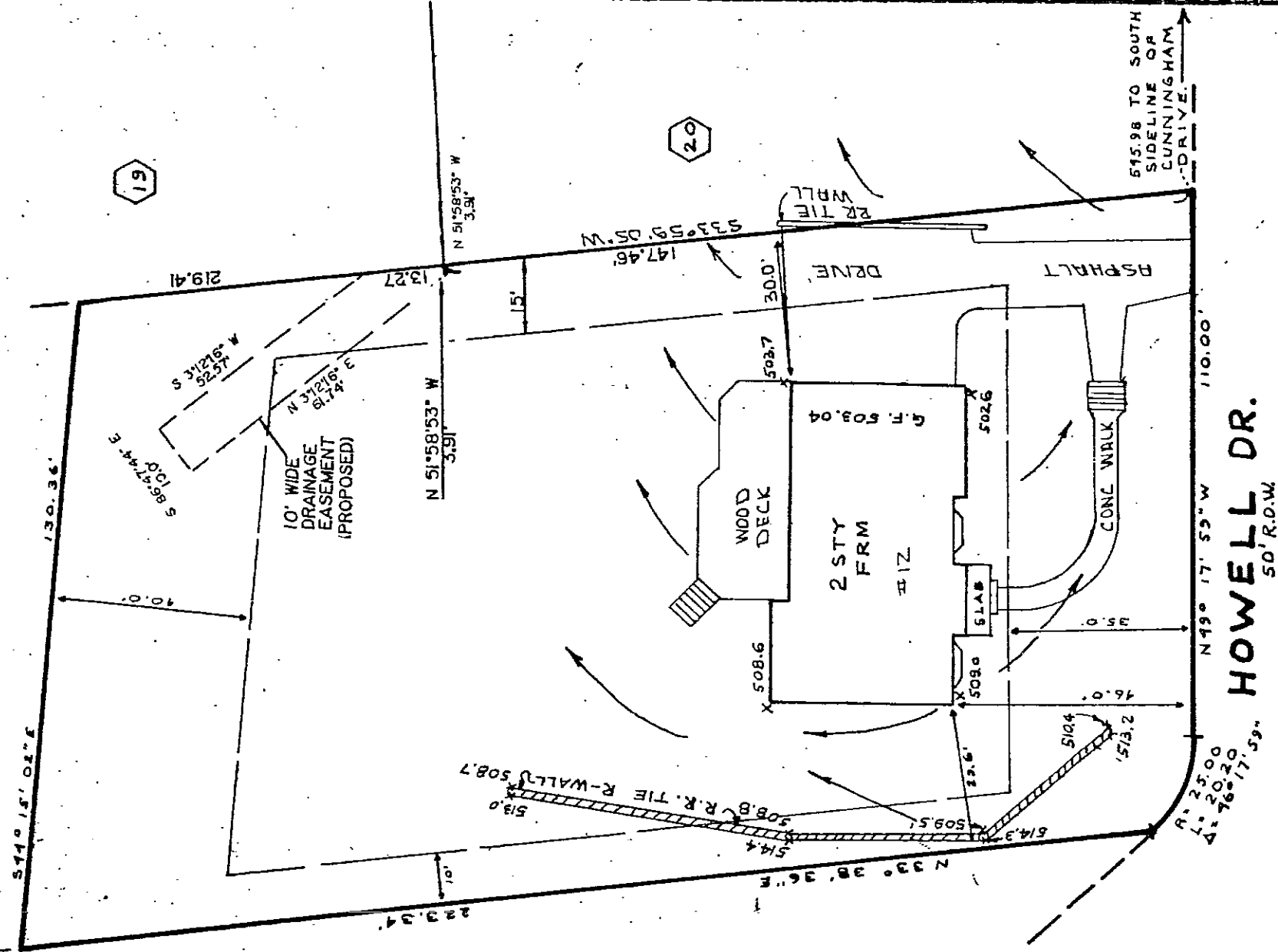
22

20

FILED
MAY 1984

OFFSETS SHOWN HEREON SHOULD NOT BE USED
FOR CONSTRUCTION OF FENCES AND/OR
BUILDINGS WITHOUT CORRECT PROPERTY LINE
MARKERS
NO PROPERTY MARKERS SET BY CONTRACTUAL
AGREEMENT.

REFERENCE DESCRIPTION
DESIGNATED AS LOT 21 BLOCK 179.18
AS SHOWN ON A FINAL MAP, HIGH TOP
ESTATES, TOWNSHIP OF THE BOROUGH OF
VERONA, TOWNSHIP OF WEST ORANGE,
TOWNSHIP OF ESSEX FIELDS, ESSEX COUNTY,
NEW JERSEY, DATED NOVEMBER 15, 1983.
FILED IN THE ESSEX COUNTY CLERK'S OFFICE
APRIL 27, 1984 AS MAP NO. 3561

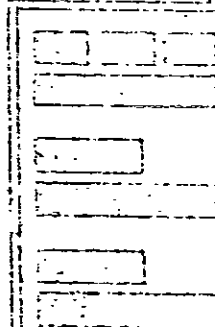


I CERTIFY THIS SURVEY TO BE CORRECT
AND ACCURATE TO THE BEST OF MY ABILITY,
AND TO THE FOLLOWING INDIVIDUALS
STEVEN C. DELINKO & SHERYL L. DELINKO, H/W
TIGOR TITLE INSURANCE COMPANY
THE KAMPO BANK AND/OR ITS SUCCESSORS
AND ASSIGNS

REV. 12-8-87	PROP. DRAIN. EASEMT.
UPDATE	11-03-86
REVISED	01-02-86
REV. 12-13-85	DRIVEWAY
David W. Smith	
DAVID H. SMITH	
P.L.S.	
N.J. LIC. No. 22718	

DATE	12-12-85
SCALE	1" = 30'
PROJ	11-1-2-83

FINAL SURVEY
BLOCK 179.18 LOT 21
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY



PROFESSIONAL PLANNING AND ENGINEERING CORP.
60 E. HANOVER AVE. MORRIS PLAINS, NEW JERSEY 07950 201-267-3244
SHEET GAS
SHEET DPS

PROFESSIONAL PLANNING AND ENGINEERING CORP.

60 E. Hanover Avenue, P.O. Box 512

Morris Plains, N.J. 07950

(201) 267-3244

Proposed 10' wide drainage easement

Lot 21 Block 179.18

Township of West Orange

Essex County, New Jersey

Project No. 414-01

Dated 12/2/87

Beginning at a point in the Eastlery line of Lot 21 Block 179.08, Township of West Orange, said point being North 33° 59' 05" East a distance of 147.46 feet from the Southeast corner of Lot 21 Block 179.08 as it is shown on a final map of High Tor Estates, filed in the Essex County Clerk's Office on April 27, 1984 as map no. 3561, thence;

1. Through Lot 21 North 51° 58' 53" West a distance of 3.91 feet to a point;
2. Still through Lot 21 North 03° 12' 16" East a distance of 61.74 feet to a point;
3. Still through Lot 21 South 86° 47' 44" East a distance of 10.00 feet to a point;
4. Still through Lot 21 South 03° 12' 16" West a distance of 52.57 feet to a point on the Westerly line of Lot 19;
5. Along said line South 33° 59' 05" West a distance of 13.27 feet to the point of beginning.

DEED OF EASEMENT AND EASEMENT AGREEMENT

This Agreement made this _____ day of June 2013 by and between Jack M. and Linda W.

Rosen, H/W having their principal residence at 4 Howell Drive, West Orange, New Jersey 07052, Lot 19, Block 179.18 on the Tax Maps of the Township of West Orange, hereinafter referred to as Grantor, and

Township of West Orange, New Jersey a Municipal Corporation of the State of New Jersey, having its principal place of business at 66 Main Street, West Orange, New Jersey, hereinafter referred to as Grantee;

WITNESSETH:

WHEREAS, the Developer, High Tor Estates, Inc., a New Jersey Corporation with a principal place of business formerly at 1640 Vauxhall Avenue, Union, New Jersey, hereinafter referred to as Developer, of the single family subdivision tract known as High Tor Estates, where the Grantor's property is located, was directed by the Township of West Orange to design and install certain drainage improvements across property of Grantor Block 179.18, Lot 19 commonly known as 4 Howell Drive, West Orange, New Jersey and that of an adjoining property owner of Block 179.18, Lot 21 commonly known as 12 Howell Drive, West Orange, New Jersey to address drainage problems that arose subsequent to Land Use Approvals granted by the Planning Board of the Township of West Orange and after the lot was conveyed by the Developer to the Grantor; and

WHEREAS, Jack M. and Linda W. Rosen and the Township agreed that upon installation of these improvements by the Developer, the Township would maintain these improvements provided the property owner granted the Township a drainage easement across a portion of Block 179.18, Lot 19 to maintain the drainage improvements; and

WHEREAS, the drainage improvements were installed by the Developer; and

WHEREAS, the Township has accepted all improvements associated with the High Tor Estates subdivision; and

WHEREAS, it is the purpose of this Agreement to set forth the matter agreed upon to be performed hereafter in connection with the foregoing.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, it is hereby agreed between the parties hereto as follows:

1. Grantor grants the Grantee a permanent storm sewer easement across a portion of their property. A map and description of said easement is attached hereto as Schedule "A" and made a part hereto.

Approved by: Richard D. Trenk
Township Attorney

Prepared by: Leonard R. Lepore
Municipal Engineer, P.E.

2. The Township of West Orange as Grantee agrees to maintain the stormwater collection system across property of Grantor in perpetuity.
3. Grantee shall be responsible for all costs associated with the recording this Easement Agreement.
4. This Agreement shall be binding upon the respective heirs, executors, successors, administrators, assigns and mortgagees of the parties hereto.
5. It is understood that the effective date of this Agreement shall be the date of full execution and delivery thereto by and between the parties hereto.

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

WITNESS:

REC: DUL

GRANTOR:
JACK M. ROSEN

LINDA W. ROSEN

ATTEST:

TOWNSHIP OF WEST ORANGE, GRANTEE:

KAREN CARNEVALE, MUNICIPAL CLERK

ROBERT PARISI, MAYOR

STATE OF NEW JERSEY:

SS

COUNTY OF ESSEX:

BE IT REMEMBERED, that on this 18th day of June in the year Two Thousand

Thirteen before me, the subscriber, personally appeared Jack M. Rosen who, I am satisfied, is the person mentioned in the within instrument, and he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.



NOTARY PUBLIC

Steven C. Delinko
Attorney At Law
State Of New Jersey

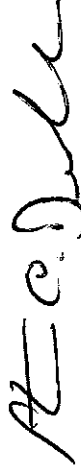
STATE OF NEW JERSEY:

SS

COUNTY OF ESSEX:

BE IT REMEMBERED, that on this 18th day of June in the year Two Thousand

Thirteen before me, the subscriber, personally appeared Linda W. Rosen who, I am satisfied, is the person mentioned in the within instrument, and she acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, for the uses and purposes therein expressed.



~~NOTARY PUBLIC~~

Steven C. Delinko
Attorney At Law
State Of New Jersey

STATE OF NEW JERSEY:

SS

COUNTY OF ESSEX:

BE IT REMEMBERED, that on this _____ day of _____ 2013 before me the subscriber, personally appeared Karen J. Carnevale, who being duly sworn by me on her oath , doth depose and make proof to my satisfaction that she is the Clerk of the Township of West Orange, the party of second part named in the within instrument, that Robert Parisi is the Mayor of the Township of West Orange, that the execution, as well as the making of this agreement, has been authorized by a proper resolution of the Council of the Township; and the seal affixed to said instrument is such corporate seal and was thereto affixed and said instrument signed and delivered by said Mayor as and for his voluntary act and deed and as and for the voluntary act and deed of said Township, in the presence of deponent, who thereupon subscribed his/her name thereto as witness.

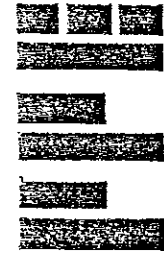
KAREN J. CARNEVALE

SWORN AND SUBSCRIBED TO

BEFORE ME THIS _____ DAY OF _____ 2013

AT WEST ORANGE, NEW JERSEY

SCHEDULE A



PROFESSIONAL PLANNING AND ENGINEERING CORP.
60 E. Hanover Avenue, P.O. Box 512
Morris Plains, N.J. 07950
(201) 267-3244

Proposed 10' wide Drainage Easement

Lot 19 Block 179.18
Township of West Orange
Essex County, New Jersey
Proj. No. 414-01
Dated 12/2/87

Beginning at the most Southerly corner of Lot 19 Block 179.08 Township of West Orange, as it is shown on a final map of High Tor Estates filed in the Essex County Clerk's Office April 27, 1986 as map no. 3561, thence;

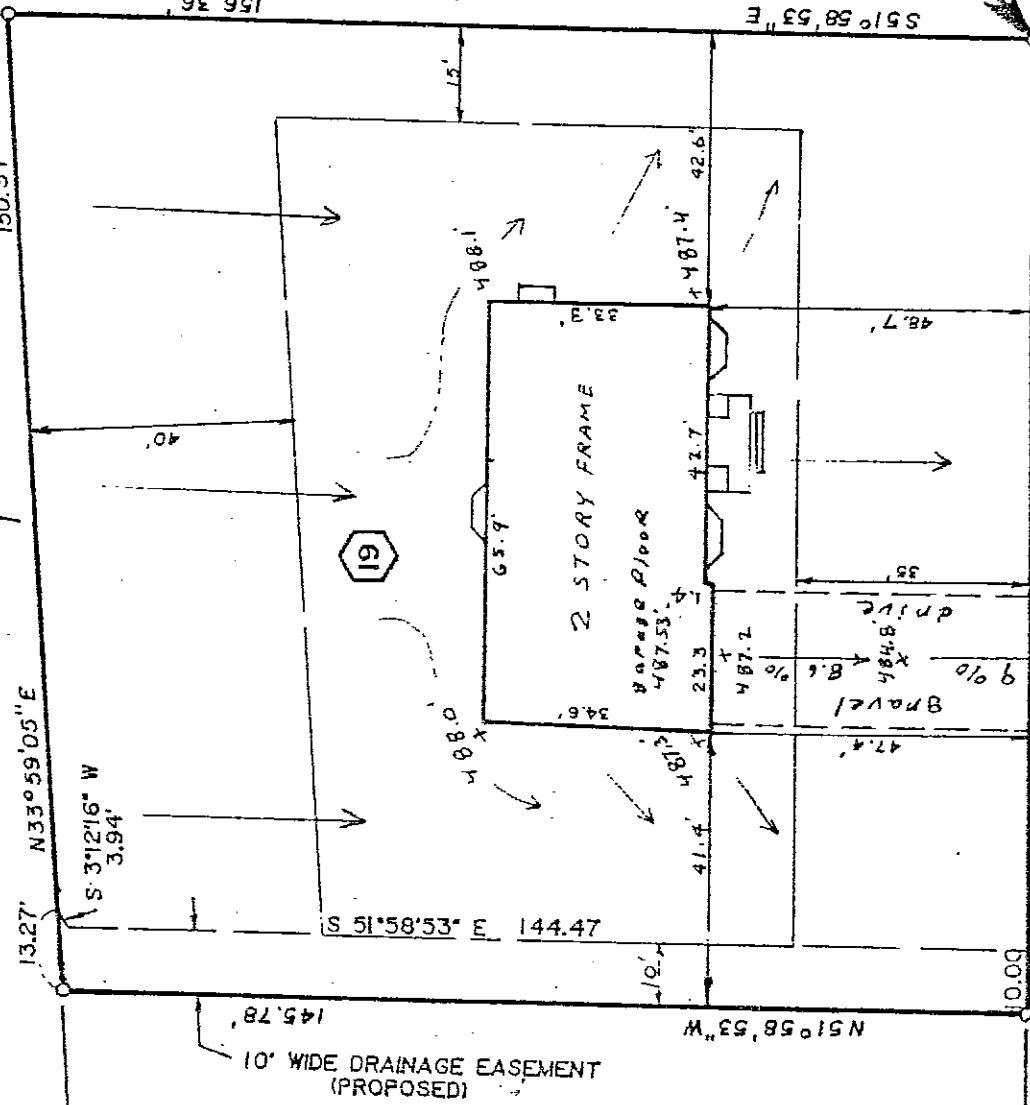
1. Along the Northerly sideline of Lot 20 North 51° 58' 53" West a distance of 145.78 feet to a point on the Easterly line of Lot 21;
2. Along said line North 33° 59' 05" East a distance of 13.27 feet to a point;
3. Through Lot 19 South 03° 12' 16" West a distance of 3.94 feet to a point;
4. Still through Lot 19 South 51° 58' 53" East a distance of 144.47 feet to a point on the Westerly sideline of Howell Drive;
5. Along said sideline South 38° 01' 07" West a distance of 10.00 feet to the point of beginning.

REFERENCE DESCRIPTION
DESIGNATED AS LOT 19 BLOCK 179.18 AS SHOWN
ON A FINAL MAP, HIGH TOR ESTATES, TOWNSHIP
OF THE BOROUGH OF VERONA, TOWNSHIP OF
WEST ORANGE, TOWNSHIP OF ESSEX FELS,
ESSEX COUNTY, NEW JERSEY, DATED NOVEMBER 15, 1983.
FILED IN THE ESSEX COUNTY CLERK'S OFFICE
APRIL 27, 1984 AS MAP NO. 3561.

BLOCK 179.18

OFFSETS SHOWN HEREON SHOULD, NOT BE USED
FOR CONSTRUCTION OF FENCES AND/OR
BUILDINGS WITHOUT CORRECT PROPERTY LINE
MARKERS.

NO PROPERTY MARKERS SET BY CONTRACTUAL
AGREEMENT.



HOWELL DRIVE

50' R.O.W.

I CERTIFY THIS SURVEY TO BE CORRECT
AND ACCURATE TO THE BEST OF MY ABILITY,
AND TO THE FOLLOWING INDIVIDUALS.

JACK M. & LINDA W. ROSEN, H/W;
CHICAGO TITLE INSURANCE CO.;
WILF & SILVERMAN, ESQ.;
HIGH TOR ESTATES, INC.;
DONALD S. KATES, ESQ.;
MERCURY INC., ITS SUCCESSORS AND/OR ASSIGNS.

REV. 12-8-87 PROP. DRAIN. EASEMENT.
REV. 8/5/88 CERTIFICATION

David H. Smith

DAVID H. SMITH
P.L.S.
N.J. LIC. No. 22718

FINAL LOCATION
BLOCK 179.18 LOT 19
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, N.J.

DATE: 7-23-85

SCALE: 1" = 30'

PROJ: 414-I-2-83

DRAWN: C. L. M.

DSN/CK: D. P. S.

PROFESSIONAL PLANNING AND ENGINEERING CORP.

60 EAST HANOVER AVENUE P.O. BOX 512 MORRIS PLAINS, NJ 07950 (201) 267-3244

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

WHEREAS, final judgment on tax appeals has been rendered by the Tax Court of New Jersey on the petitions of the taxpayers listed on the attached schedule reducing the assessment for the years 2005, 2006 2010, 2011, &2012.

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:

<u>Block</u>	<u>Lot</u>	<u>Name & Address</u>		<u>Reduction</u> <u>YR Assessment</u>	<u>Amount</u>
62	32	Michael A. Vespasiano, Attorney Trust Acct 331 Main Street Chatham, NJ 07928	2012	161,500	5,723.23
62	32	Michael A. Vespasiano, Attorney Trust Acct 331 Main Street Chatham, NJ 07928	2011	161,500	5,621.82
62	32	Michael A. Vespasiano, Attorney Trust Acct 331 Main Street Chatham, NJ 07928	2010	15,000	1,947.45
80.02	31	Marcus Brody as Counsel for Frances Ferguson Marcus,Brody,Ford& Kessler, LLC 5 Becker Farm Road Roseland, NJ 07068	2012	123,700	4,383.93
80.02	31	Marcus Brody as Counsel for Frances Ferguson Marcus,Brody,Ford& Kessler, LLC 5 Becker Farm Road Roseland, NJ 07068	2011	113,700	3,957.90
90	14	LasserHochman, LLC Trust Account Attorneys at Law 75 Eisenhower Parkway-Suite 120 Roseland, NJ 07068	2012	46,700	1,655.05
158	21	McKirdy&Riskin Counsellors at Law 136 South Street PO Box 2379 Morristown, NJ 07962	2010	34,000	4,414.22
152.09	14	The Irwin Law Firm Att. Trust Account FBO Stroppa, Anthony & Helen 80 Main Street West Orange, NJ 07052	2012	17,900	634.38
152.09	14	The Irwin Law Firm Att. Trust Account FBO Stroppa, Anthony & Helen 80 Main Street West Orange, NJ 07052	2011	17,900	623.10

52.05	11	The Irwin Law Firm Att. Trust Account FBO Goodman, Mark A. 80 Main Street West Orange, NJ 07052	2012	49,800	1,764.91
52.05	11	The Irwin Law Firm Att. Trust Account FBO Goodman, Mark A. 80 Main Street West Orange, NJ 07052\	2011	49,800	1,733.54
54.01	29	The Irwin Law Firm Att. Trust Account FBO Basmadjian, Harry K & W 80 Main Street West Orange, NJ 07052\	2012	35,300	1,251.03
80.02	31.01	Marcus Brody as Counsel for Albert Calloway Marcus,Brody,Ford& Kessler, LLC 5 Becker Farm Road Roseland, NJ 07068	2012	97,400	3,451.86
80.02	31.01	Marcus Brody as Counsel for Albert Calloway Marcus,Brody,Ford& Kessler, LLC 5 Becker Farm Road Roseland, NJ 07068	2011	72,400	2,520.24
82.03	27	Garippa, Lotz&GiannuarioAtt.Trust Account 66 Park Street Montclair, NJ 07042	2006	1,132,700	120,066.20
82.03	27	Garippa, Lotz&GiannuarioAtt.Trust Account 66 Park Street Montclair, NJ 07042	2005	517,100	50,934.35
152.27	11	Susan A. Feeney, Esq. McCarter & English, LLP Four Gateway Center 100 Mulberry Street, PO Box 652 Newark, NJ 07101	2012	36,900	1,307.74
176.05	7	Barry & Judith Rubin 18 Haller Road West Orange, NJ 07052	2012	45,000	1,594.80
176.05	7	Barry & Judith Rubin 18 Haller Road West Orange, NJ 07052	2011	45,000	1,566.45
					TOTAL: 215,152.18

Karen J. Carnevale
Municipal Clerk

Victor Cirilo
Council President

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

John O. Gross
Chief Financial Officer

RESOLUTION

WHEREAS, the West Orange property owner or their mortgage company have made an overpayment for the 2012 tax due to an error in assessment;

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

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

<u>Block</u>	<u>Lot</u>	<u>Name and Address</u>	<u>Amount</u>
44.02	9	Rolando Scott & Lisa Moore 35 Lowell Avenue West Orange, NJ 07052	\$ 889.54

TOTAL: \$ 889.54

Karen J. Carnevale
Municipal Clerk

Victor Cirilo
Council President

Adopted: June 25, 2013

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

John O. Gross
Chief Financial Officer

RESOLUTION

WHEREAS, the Township Ordinances require the Township to employ a Planning Director with regard to various land use and related issues; and

WHEREAS, the current Planning Director remains on medical leave; and

WHEREAS, the Township establishes escrows for certain commercial and other development projects which monies are dedicated to pay various expenses, including the Planning Director; and

WHEREAS, the Planning & Real Estate firm of Phillips, Preiss, Grygiel, LLC, of Hoboken, NJ (the "Phillips Firm") responded to an RFQ for Professional Services Through a Fair and Open Process, pursuant to Resolution No. 46-13, and has proposed certain hourly rates which are competitive with and/or better as compared to other submissions; and

WHEREAS, on or about July 17, 2012, the Township Council for the Township of West Orange adopted Resolution No. 155-12, authorizing the Phillips Firm to provide planning services due to the medical leave of the Township's Planning Director; and

WHEREAS, on or about December 18, 2012, the Township Council for the Township of West Orange adopted Resolution No. 250-12, extending the term of the Phillips Firm's planning services to the Township for an additional six (6) months, through June 30, 2013; and

WHEREAS, there continues to be an emergent need for a Professional Services Contract with the Phillips Firm for at least an additional six (6) months in order to provide planning director services; and

WHEREAS, Paul Grygiel, AICP, PP will continue to take the lead with respect to the Township's Planning Director requirements and duties;

NOW, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor shall be and hereby is authorized to execute the attached Professional Services Contract with the Phillips Firm, and the Township Clerk shall be and

hereby is authorized to attest to the Mayor's signature on same; and it is further

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

Karen J. Carnevale
Municipal Clerk

Victor Cirilo
Council President

Adopted: June 25, 2013

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

John Gross,
Township Chief Financial Officer

PHILLIPS PREISS GRYGIEL LLC
PROFESSIONAL SERVICES CONTRACT

Client: Township of West Orange, New Jersey
Project: West Orange Development Application Review Services
Project Number: N/A
Date: July 1, 2013

The terms and conditions which govern the performance of services provided by Phillips Preiss Grygiel LLC ("PPG") to the Township of West Orange, New Jersey ("Client") pursuant to this Agreement are set forth below:

1. **Scope of Services** . PPG will review applications made to West Orange's Planning Board and Zoning Board of Adjustment for site plan, subdivision and/or variance approval. The scope of work for each of these development reviews will include the following:

- Review of filed application materials to determine whether the application can be deemed complete for hearing by the Planning Board, Zoning Board of Adjustment and/or Technical Advisory Committee, and if any submission waivers are warranted
- Preparation of a completeness review memorandum
- Attendance at Technical Advisory Committee meetings
- Review of filed application materials to determine compliance with all applicable Zoning Ordinance requirements and other development regulations
- Analysis of all requested variances and/or exceptions from site plan or subdivision regulations
- Review of site plan, architectural plans and/or subdivision plat to identify any zoning or planning issues
- A site visit to the subject property and surrounding area
- Discussion with Township of West Orange staff and other consultants, if necessary
- Preparation of an application review letter, if necessary
- Attendance at evening meetings of the Planning Board and Zoning Board of Adjustment when an application for which a review letter was prepared is on the board's agenda

The above work other than site visits and meetings will be conducted in PPG's office. It is assumed that application materials will be mailed to PPG by Township staff, although PPG will be able to pick up materials in West Orange if a quick turnaround of a review letter is necessary. A representative of PPG will also attend meetings in West Orange to meet with Township staff, other consultants and/or development applicants, as needed.

The review of development applications can be paid for through escrows provided by development applicants, consistent with state law and Section 25-55 of the West Orange Zoning Ordinance. PPG will submit invoices to the Township for each development application in order to manage the appropriate funding source for our service.

It is anticipated there will be a limited amount of billing for general planning services not related to a specific application, which would be billed directly to the Township and would not be payable through applicant escrows. If additional work, over and above that specified in the Scope of Services, or that agreed to under this Agreement, is requested by the Client, such work shall be performed by PPG at the hourly billing rates specified in paragraph 7 of this Agreement or any increases to the hourly billing rates as set forth in paragraph 7. Such additional services shall only be performed following approval from the Township Council.

Paul Grygiel, AICP, PP shall make himself available as needed on a flat fee basis as set forth herein.

2. **Reimbursable Expenses** . The Client shall pay PPG the actual cost for reimbursable expenses, including printing and reproduction (except as noted in paragraph 2), courier and express delivery service, bulk/special mailings, and travel expenses, including lodging and meals, for work involving travel to places more than fifty (50) miles from PPG's office in Hoboken, New Jersey..
3. **Non-Reimbursable Expenses** . The Client shall not be billed for the following ordinary adminis tration and overhead: clerical and bookkeeping time related to the project, all telephone and facsimile costs, costs of reproduction of up to twenty (20) copies of no more than one (1) draft and one (1) final copy of project memorandums or reports, and travel expenses involving travel to places less than fifty (50) miles from PPG's office in Hoboken, New Jersey.
4. **Invoices and payment** . Invoices shall be sent on a monthly basis starting from the date of execution of the agreement or the date upon which work is initiated on the project, whichever is sooner. Invoices will be submitted to the Client normally by the middle of the month following the month in which the services were rendered. Invoices will include a list of the personnel who furnished services, their billing rates (as specified in paragraph 7) and the number of hours they worked on the assignment. An invoice shall be considered PAST DUE if the invoice is not paid within forty-five (45) days from the date of the invoice. All non-escrow reimbursable fees for services rendered shall be at a flat fee rate, capped at \$2,000.00 per month. In the event

additional payment is sought by PPG for work performed beyond the scope of services, such work shall only be performed and payment shall only be rendered upon approval by the Township Council.

5. **Suspension of Services by PPG** . If the Client fails to make payments when due or otherwise is in breach of this Agreement, PPG may suspend performance five (5) days from the date of providing notice to the Client. PPG shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension. Following suspension of services for failure to make payment, work on the project shall only be resumed when all invoices have been brought fully to date, including all charges for late payment (including interest), has been replaced.
6. **Client's Request for Cessation of Work** . The Client may, at any time, request in writing that work on the project be terminated. At such time the Client will be billed for all work performed by PPG up to the time such notification is received at the offices of PPG.

7. **Hourly Billing Rates for PPG Staff**

The following shall be the hourly billing rates for PPG staff:

<u>Staff person/Title</u>	<u>Hourly Rate</u>
Paul Phillips, Principal	\$150
Richard Preiss, Principal	\$150
Paul Grygiel, Principal	\$140
Keenan Hughes, Principal	\$125
Elizabeth Leheny, Principal	\$125
Senior Associates	\$125
Senior Urban Designer	\$125
Associates	\$115
Planners	\$90
Graphic Designers	\$85
Computer Specialists	\$40

8. **Fee Duration** . This agreement shall be open for acceptance for sixty (60) days from the above date. If the Agreement is signed after that date, PPG may adjust the proposed fees, including the hourly billing rates, as specified in paragraph 7 prior to commencement of services.

The hourly billing rates set forth in paragraph 7 shall remain in effect for a period of six (6) months from the above date. This agreement shall be for a six (6) month period beginning July 1, 2013 and ending December 31, 2013.

Where Lump Sum or Not-to-Exceed Contracts are signed, and the services provided by PPG extend three (3) months beyond the termination date agreed to by PPG and the Client, the quoted prices shall be subject to an increase in accordance with the Consumer Price's New Jersey Metropolitan Area Cost of Living Index, using the date of the Agreement as a base. In the event that a Lump Sum or Not-to-Exceed Contract item is partially completed at such time, the lump sum or not-to-exceed price is to be adjusted, and the balance of the lump sum fee still to be billed as of the termination date agreed to, shall be increased based upon the Cost of Living Index as indicated above.

9. **Indemnification** . PPG agrees, subject to the provisions herein, to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused solely by PPG's negligent acts, errors or omissions in the performance of professional services under this Agreement. PPG is not obligated to indemnify the Client for the Client's own negligence or intentional acts.
10. **Governing Law –Forum Selection** . The laws of the State of New Jersey, County of Essex will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the Courts of New Jersey, County of Essex.
11. **Entire Agreement –Amendments** . This Agreement comprises the final and complete Agreement between the Client and PPG. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel, and is satisfied with the terms and conditions contained herein and has authority to enter into this Agreement. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and PPG.
12. **Term and Termination** . This Professional Services Contract may be terminated by the Township of West Orange through its Business Administrator, or by PPG, on ten (10) days' written notice to the other party.
13. **Headings**. Headings are set forth for the convenience of the parties only, and are not part of this Agreement.

This Agreement is duly signed and executed this _____ day of _____, 2013, by:

For PPG:

For the Client:

Name

Name

Title

Title

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ORDINANCE 2378-13

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 3, SECTION 5 OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE, ENTITLED "AGENDA"

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex and State of New Jersey, that Chapter 3, Section 5 of the Revised General Ordinances of the Township of West Orange is hereby amended and supplemented as follows:

I. PURPOSE

The purpose of this Ordinance is to make clearer the Agenda and posting process.

II. CHAPTER 3, SECTION 5 SHALL BE AND HEREBY IS AMENDED AND SUPERSEDED TO READ AS FOLLOWS:

An agenda for each regular meeting of the Township Council shall be prepared by the Clerk under the supervision of the President of the Council. All Ordinances, Resolutions and any supporting written material for consideration at the next Council Meeting shall be delivered to and received at the Clerk's Office by 3:00 p.m., on the Wednesday next preceding the meeting, earlier if possible and, if later, shall require permission of the Council President before placement on the agenda. The agenda headings shall be written in plain English and each Resolution and Ordinance, unless clearly self-explanatory, shall include a brief description of its purpose also written in plain English by the department submitting it. The agenda shall be completed not later than Noon on the Thursday preceding each regular meeting of the Council, except for emergency matters which may be added to the agenda at any time before the meeting with permission of the President of the Council. The Clerk shall expeditiously deliver a copy of the Agenda, all Ordinances and Resolutions and all submitted supporting materials, to each Councilmember, to the Mayor, Business Administrator, and to the Law Department. The Clerk shall expeditiously cause the agenda, including the Ordinances, Resolutions and all submitted supporting materials, to be posted on the Township's website no later than the following Friday morning in order that such materials are readily available to the general public. It shall be the responsibility of the Administration to determine if any submitted supporting materials contain information which is privileged, confidential, or for some lawful reason should not be published at that time. Such supporting materials shall not be posted on the Township's website or otherwise disclosed to the public until the reasons for non-disclosure no longer exist. In the event of an intervening holiday, the deadlines set forth here shall be adjusted to provide the same amount of time for preparation and notice of the agenda. In the event of additions, deletions, or changes of any kind to the agenda, or any item on it, such changes shall be expeditiously posted to the Township's website with a notation indicating the change by 4:30 p.m., on the Monday preceding the Council meeting. The agenda and any changes to it shall also be physically posted on the Clerk's Bulletin Board in the public hallway at Town Hall. A conforming agenda shall be published to the Township's website on the day after each Council meeting to indicate those items which were not acted upon due to removal or postponement by the Council at its meeting. (1972 Code § 3-5; Ord. No. 2349-12)

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.

**Honorable Victor Cirilo
Council President**

**Honorable Robert D. Parisi
Mayor**

Introduced: June 25, 2013
Adopted: July 16, 2013

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

Karen J. Carnevale, Municipal Clerk

LEGISLATIVE HISTORY

This proposed Ordinance is intended to further clarify the process and procedure regarding the delivery and availability of materials to be considered by the Township Council in connection with each Council meeting. There has been Council time expended discussing what materials should be publicly available, and in order to more expeditiously address matters of business before the Council, it is necessary for the to ensure a uniform procedure for the timely submission and publicly-available posting of agenda materials.

This proposed Ordinance would also require the Township's administration to timely verify which materials being presented to the Council for consideration contain privileged or confidential information which should not be publicly disclosed. Ultimately, this Ordinance is necessary and proper, intended to establish clear and uniform procedures for submission and consideration of agenda materials for the start of the 2013 Council term, and each year thereafter, unless and until the Ordinance is further amended.

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