

1. Conferece Meeting Agenda

Documents: [CA5.26.15.PDF](#)

2. Public Meeting Agenda

Documents: [PM5.26.15.PDF](#)

3. Resolution(S)

3.I. 141-15

Documents: [141-15 STREET IMPROVEMENTS 2015 - CREW ENGINEERS, INC..PDF](#)

3.II. 142-15

Documents: [142-15 AWARDDING THE CONTRACT FOR THE PRIVATE COLLECTION OF MUNICIPAL COURT DEBT - 2015.PDF](#), [142-15 EXHIBIT A TO RESOLUTION AWARDDING CONTRACT FOR PRIVATE COLLECTION OF MUNICIPAL COURT DEBT 2015.PDF](#)

3.III. 143-15

Documents: [143-15 AUTHORIZING EXECUTION OF AGREEMENT WITH TM FOODS FOR CONCESSION STAND.PDF](#)

3.IV. 144-15

Documents: [144-15 RAFFLE LICENSES 5.26.15.PDF](#)

3.V. 145-15

Documents: [145-15 PARKING AGREEMENT - DOWNTOWN STREET FAIR.PDF](#), [145-15 PARKING AGREEMENT - DOWNTOWN STREET FAIR.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2449-15

Documents: [2449-15 PEDESTRIAN SAFETY ADVISORY BOARD - REVISED APRIL 22.PDF](#)

4.II. 2450-15

Documents: [2450-15 BOND ORD..PDF](#)

5. Ordinance(S) On First Reading

5.I. 2451-15

Documents: [2451-15 AMENDING CH. 7 SUBSECTION NANCE RD WARREN RD CRESTMONT RD WARREN RD POWELL DR BLACKSTOCK RD ETC.PDF](#)

5.II. 2452-15 PULLED

5.III. 2453-15

Documents: [2453-15 AMENDING CH 7 HANDICAPPED ORDINANCE SEVERAL STREETS.PDF](#)

COUNCIL COMMITTEE CONFERENCE MEETING

AGENDA

Council Chambers – 66 Main Street, West Orange, NJ

May 26, 2015

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 December 1, 2014. 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 December 1, 2014.

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

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6:30 P.M

- a. **Recognition**-Retirement Joann Behar, Deputy Municipal Clerk

Council Liaison Announcements

7:00 P.M.

- **Public Meeting**

AGENDA-REVISED
Tuesday, May 26, 2015
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 December 1, 2014. 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 December 1, 2014.

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

1. Pledge of Allegiance

2. Public Comment

3. *Consent Agenda

4. *Approval of Minutes of Previous Meeting – Public Meeting May 12, 2015

5. *Report of Township Officers-None

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

7. *Bills

8.*Resolutions

- a. 141-15 Resolution Awarding a Professional Services Contract to Crew Engineers, Inc., Butler, NJ for the Design, Specifications and Bid Documents of the 2015 Street Improvements in an Amount NTE \$26,000. (Lepore)
- b. 142-15 Resolution Awarding a Contract for Private Collection of Municipal Court Debt to TaxServ Capital Services NJ, LLC, 1313 Dolly Madison Boulevard, Suite LL-130, McLean, VA (Legal-Moon)
This resolution awards the contract for the private collection of municipal court debt following the evaluation of proposals through a competitive contracting in lieu of public bidding authorized by the Department of Community Affairs.
- c. 143-15 Resolution Authorizing Execution of Contract with TM Foods for Operation of Ginny Duenkel Concession Stand (Legal-Duffy)
This Resolution would authorize the execution of a contract with TM Foods (“TM”) for its operation of the Ginny Duenkel concession stand for the 2015 pool season and, if extended by subsequent Resolution, for the 2016 and 2017 pool seasons. The award of this contract to TM, following a fair and open process, was previously authorized by Resolution No. 66-15.
- d. 144-15 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)

- e. 145-15 Resolution Authorizing the Execution of a License Agreement with RA100 Executive Drive, LLC, RA200 Executive Drive, LLC and RA10 Rooney Circle Owner, LLC Permitting the Township to Utilize the Parking Lots in the Area of 100 Executive Drive, at No Cost, for Visitors to the Street Fair on June 6, 2015 (Legal-Duffy)

9. Ordinances on Second and Final Reading

- a. 2449-15 An Ordinance Creating Chapter 2, Section 61 of the Revised General Ordinances of the Township of West Orange Entitled “Pedestrian Safety Advisory Board” (Legal-Duffy)
- b. 2450-15 Bond Ordinance Authorizing Various Capital Improvements In and For the Township of West Orange, in the County of Essex, New Jersey, Appropriating \$6,298,200 Therefore and Authorizing the Issuance of \$5,998,280. Bonds or Notes to Finance Part of the Cost Thereof (Draikewicz)

10. Ordinances on First Reading

- a. 2451-15 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-20, Stop Intersections of the Revised General Ordinances of the Township of West Orange (Lepore)
- b. **PULLED** 2452-15 An Ordinance Amending Chapter 5, Sections 32.10 and 32.11 of the Revised General Ordinances of the Township of West Orange (Police-Requested Towing and Storage Services) (Legal-Moon)
This ordinance amends the provision of the Township Code that governs the towing of vehicles within the Township of West Orange
- c. 2453-15 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-32.2, Restricted Parking Zones, of the Revised General Ordinances of the Township of West Orange (Lepore)

11. ABC Hearing-None

12. Adjournment

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

Agenda is subject to change.

May 19, 2015

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

RE: **2015 STREET IMPROVEMENTS**
 AWARD OF PROFESSIONAL SERVICES CONTRACT

Mayor Parisi, Council President Guarino, Ladies and Gentlemen:

Earlier this month I requested from four engineering firms a proposal to prepare plans, specifications and bid documents for the Township project 2015 Street Improvements. Some streets will only need milling and resurfacing and some will need new curbs, driveway aprons, sidewalks, milling and resurfacing. A few will need some drainage improvements, and one will require traffic islands for channelization. A list of streets and their improvements that was enclosed with the proposal is attached.

All four companies responded, and their summary by firm of those results is as follows:

- | | | |
|----|--|-------------|
| 1. | Crew Engineers, Inc.
1250 Route 23 North
Butler, New Jersey 07405 | \$26,000.00 |
| 2. | Keller & Kirkpatrick, Inc.
301 Gibraltar Drive, Suite 2A
Morris Plains, New Jersey 07950 | \$32,500.00 |
| 3. | Omland Engineering Associates, Inc.
54 Horsehill Road
Cedar Knolls, New Jersey 07927 | \$41,950.00 |
| 4. | Suburban Consulting Engineers, Inc.
100 Valley Road, Suite 202
Mount Arlington, New Jersey 07856 | \$58,000.00 |

Crew Engineers, Inc. of Butler, N.J has the lowest proposal amount of \$26,000.00. Crew Engineers, Inc. has performed excellent work in the past. Therefore I recommend Crew Engineers, Inc. to submit plans and specifications for Street Improvements 2015.

A Resolution is attached which authorizes a Professional Services Contract be awarded to the firm Crew Engineer's Inc. 1250 Route 23 North, Butler, New Jersey 07405 for the project 2015 Street Improvements in accordance with their proposal dated May 15, 2015 in the amount not to exceed \$26,000.

Very truly yours,

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tp

enc.

cc: John K. Sayers
John Gross
Kenneth Kayser

file: 2015 street improvements award of professional services contract

RESOLUTION

WHEREAS, pursuant to N.J.S.A. 40:23-6.53, effective January 16, 2010, municipalities are authorized to enter into contracts with private collection agencies or firms for the collection of outstanding municipal court debt; and

WHEREAS, the Administrative Office of the Courts (the "AOC") issued the Supreme Court Procedures Governing the Private Collection of Municipal Court Debt (the "AOC Procedures") outlining the requirements for private debt collection companies;

WHEREAS, the AOC Procedures authorize a private debt collection company to pursue penalties and fines in certain enumerated categories and authorized to assess an additional fee of up to 22% of the penalty or fine collected; and

WHEREAS, on June 27, 2011, the Township of West Orange (the "Township") obtained authorization from the Division of Local Government Services to utilize Competitive Contracting, pursuant to N.J.S.A. 40A:11-4.1(k) to evaluate, score and award proposals for the private collection of municipal court debt; and

WHEREAS, the Township Council adopted Resolution #188-11 authorizing the use of competitive contracting for the Private Collection of Municipal Court Debt; and

WHEREAS, the initial awarded Contract for private collection of Municipal Court Debt has expired; and

WHEREAS, on March 20, 2015, the Township advertised an RFP in the Star Ledger for a base term of three (3) years with an option to extend the contract for two (2) additional one year extensions; and

WHEREAS, on April 14, 2015, in response to the Township's RFP, the Township received three (3) proposals:

Pioneer
26 Edward Street
Arcade, NY 14009

MSB Government Services
8325 Tuscany Way
Austin, TX 78754

TaxServ Capital Services NJ, LLC
1313 Dolley Madison Blvd
Suite LL-130
McLean, VA 22101-3926

WHEREAS, pursuant to the Local Public Contracts Law and the New Jersey Administrative Code, the Township created a three-person Evaluation Committee (the “Committee”) to evaluate and score the proposal; and:

WHEREAS, pursuant to the N.J.A.C. 5:34-3.4(f) each member of the Evaluation Committee executed a certification that they do not have a conflict of interest with any of the vendors; and

WHEREAS, the Committee reviewed and scored the three (3) proposals; and

WHEREAS, the Committee issued an Evaluation Report (the “Report”), attached herein as Exhibit “**A**,” recommending that the Township award of the Contract for Private Collection of Municipal Court Debt to TaxServ as the highest scored proposal; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township hereby awards the contract for the Private Collection of Municipal Court Debt to TaxServ; and it is further

RESOLVED, that the Mayor be and is hereby authorized to execute all documents necessary to effectuate the Contract and the Municipal Clerk be and is hereby authorized to attest to the Mayor’s signature; and it is further

RESOLVED, that the original of the Contract between Township of West Orange and TaxServ shall be maintained in the Municipal Clerk's office.

**Karen J. Carnevale,
Municipal Clerk**

**Jerry Guarino
Council President**

Adopted: May 26, 2015

4837-6972-5988, v. 1

Exhibit “A”

TOWNSHIP OF WEST ORANGE

COMPETITIVE CONTRACT REPORT FOR THE PRIVATE COLLECTION OF MUNICIPAL COURT DEBT

Overview

On January 16, 2010, L. 2009, c. 233 was signed into law which authorized municipalities to enter into contracts with private collection agencies or firms for the collection of outstanding municipal court debt.

On March 31, 2011, the Honorable Glenn Grant, Director of the Administrative Office of the Courts (the "AOC") issued the Supreme Court Procedures Governing the Private Collection of Municipal Court Debt, outlining the requirements governing the procurement and the implementation of contracts under the new law.

On June 16, 2011, the Township submitted a request to the Division of Local Government Services to authorize the use of Competitive Contracting, pursuant to N.J.S.A. 40A:11-4.1(k), to evaluate and score proposals submitted by vendors using criteria including price and other factors. On June 27, 2011, the Division of Local Government Services authorized the Township to utilize Competitive Contracting for the evaluation and scoring of proposals.

On July 1, 2011, the Township also submitted a draft Request for Proposal ("RFP") to the AOC for approve to proceed with the procurement process. On October 4, 2011, the AOC approved the Township's RFP and authorized the Township to commence the procurement process.

On July 26, 2011 the Township Council adopted Resolution #188-11 authorizing the use of competitive contracting for the Private Collection of Municipal Court Debt.

On October 14, 2011, the Township advertised the RFP in the Star Ledger for a base term of two (2) years with an option to extend the contract for an additional year.

Following receipt of the proposals from five (5) vendors, the Township established a four (4) person evaluation committee (the "Evaluation Committee") to evaluate and score the proposals. The Evaluation Committee reviewed and scored the responsive proposals and issued a report recommending the award of a contract with TaxServ as the highest scored proposal.

The Township Council passed Resolution No. 289-11 authorizing the Township to enter into an Agreement with TaxServ for the Private Collection of Municipal Court Debt.

On February 25, 2014, the Township Council adopted Resolution No. 37-14 authoring a one-year extension of the Agreement with TaxServ for the Private Collection of Municipal Court Debt.

On March 20, 2015, the Township advertised a second RFP in the Star Ledger for a base term of three (3) years with an option to extend the contract for two (2) additional one year extensions.

On April 14, 2015, on response to the second RFP, the Township received three (3) proposals.

Pioneer
26 Edward Street

Arcade, NY 14009

MSB Government Services
8325 Tuscany Way
Austin, TX 78754

TaxServ Capital Services NJ, LLC
1313 Dolley Madison Blvd
Suite LL-130
McLean, VA 22101-3926

Pursuant to the Local Public Contracts Law and the New Jersey Administrative Code, the Township created an Evaluation Committee (the "Committee") to establish weighted criteria for the evaluation of proposals and evaluate and score the proposals. The Committee was composed of four members including:

- (1) Anne DeSantis, Purchasing Agent for the Township
- (2) John Gross, Chief Financial Officer for the Township
- (3) Edrie Daniels, Court Administrator for the West Orange Municipal Court and

Pursuant to N.J.A.C. 5:34-4.3(f) each member of the Committee executed a certification that they do not have a conflict of interest as to any of the vendors.

In addition, the Committee utilized an advisor to assist in evaluating the proposals: Mark Y. Moon, Esq. from the office of the Township Attorney, Richard D. Trenk, Esq.

The Process

Prior to the evaluation of the proposals, the Committee met and established weighted criteria for the evaluation of proposals as follows:

A. Technical Criteria –

	Weighting
Does the vendor utilize software that can accurately track the status of accounts?	7.5
Does the vendor utilize software which will provide the Township and its personnel with access to monitor the status of accounts to be collected by the vendor?	6
What is the level of security utilized by the vendor to insure that the information pertaining to the accounts are protected from unauthorized access?	7.5
Does the vendor's plan of implementation sufficiently meet the requirements set forth in this RFP?	5

Does the vendor's plan of implementation comply with all federal, state and local laws, rules, and ordinances?	10
Does the vendor provide the best and most effective manner in which to collect all outstanding fines and penalties owed to the Township?	4

B. Management Criteria –

	Weighting
Does the vendor's prior experience reflect the type of services required under this RFP?	15
Does the vendor employ personnel with the qualifications, experience and knowledge to effectively perform the services required under this RFP?	10
Do the vendor's references provide positive testimony regarding the vendor's abilities and qualifications? Do the vendor's references provide positive testimony regarding the success of the vendor in collecting outstanding debts and obligations?	10
Does the vendor have a history of violating federal law governing debt collection?	10
Does the vendor's plan of implementation comply with the Supreme Court's Procedures Governing the Private Collection of Municipal Court Debt?	5

C. Cost Criteria

	Weighting
Does the vendor's cost proposal comply with the requirements contained in the Supreme Court Procedures Governing the Private Collection of Municipal Court Debt?	5
Does the vendor's cost proposal provide the best economic advantage to the Township?	5
Will the vendor's cost proposal result in an excessive Administrative Fee which may affect the likelihood of collecting on the fines and penalties owed to the Township?	5

Evaluation

On April 22, 2015, the members of the Evaluation Committee met, decided on the weighting of the criteria and received a copy of the three (3) proposals from the three (3) vendors. Upon review of the proposals, no material defects were found to disqualify any of the vendors. Following the initial meeting, a scoring sheet reflecting the weighted scoring was circulated to each member of the Evaluation Committee.

Each member of the Committee separately evaluated and scored the three (3) proposals. Attached hereto as Exhibit "A" is a copy of the scoring sheets completed by the members of the Committee and a Cumulative Scoring Sheet totaling the scores.

By way of summary, the following sets forth the cumulative score for the three (3) remaining vendors:

<u>Vendor</u>	<u>Total Score</u>	<u>Total Weighted Score</u>
Pioneer	141	1,085
MSB Government Services	144	1,109
TaxServ Capital Services NJ, LLC	165	1,277.5

Members of the Committee provided comments regarding their individual review of the proposals. One member noted that TaxServ's history of violations was less extensive than the other vendors demonstrating a stronger compliance history. In addition, the lower percentage rate charged for collections compared to the other vendors could make collection efforts more effective. Another member noted that the record keeping software offered by TaxServ appeared more user friendly for the Township's personnel.

Conclusion/Recommendation

Based on the cumulative scoring from the Committee, the Committee unanimously recommends that the Contract for Private Collection of Municipal Court Debt be awarded to TaxServ Capital Services NJ, LLC.

Exhibit “A”

Completed by:
Edrie Daniels

Weighting *		7.5		6		7.5		5		10		4		15		10		10		10		5		5		5		100	
Notes Reference:		A		B		C		D		E		F		G		H		I		J		K		L		M			
		Technical												Management								Cost							
Selection Criteria:		Accurtely Tracks account Status		Access to monitor account status		Protected from unauthorized access		Sufficient implementation plan		Implementation complies with Legal requirements		Effective collection protocols		Other Criteria		Personnel qualifications , experience		Vendor References		History of legal compliance		Compliance Supreme Court Procedures		Cost		Excessive administrative fees		TOTAL	TOTAL WEIGHTED
Score Range		1 - 5		1 - 5		1 - 5		1 - 5		1 - 5		1 - 5		1 - 5		1 - 5		1 - 5		1 - 5		1 - 5		1 - 5		1 - 5		1 - 100	1 - 500
1	Pioneer	3	23	3	18	3	23	3	15	4	40	3	12	3	45	3	30	3	30	3	30	5	25	5	25	5	25	46	343
2	MSB Gov. Svc.	3	23	3	18	3	23	3	15	4	40	3	12	3	45	3	30	3	30	3	30	5	25	5	25	5	25	46	343
3	Tax Serv Cap.	5	38	4	24	4	30	4	20	5	50	4	16	4	60	5	50	4	40	4	40	5	25	5	25	5	25	58	446.5

- 1 - Poor or Unsatisfactory
- 2 - Weak / Below Average
- 3 - Average or Satisfactory
- 4 - Good / Above Average
- 5 - Excellent

Completed by:
John Gross

Weighting *		7.5		6		7.5		5		10		4		15		10		10		10		5		5		5		100		
Notes Reference:		A		B		C		D		E		F		G		H		I		J		K		L		M				
		Technical												Management								Cost								
Selection Criteria:		Accurtely Tracks account Status		Access to monitor account status		Protected from unauthorized access		Sufficient implementation plan		Implementation complies with Legal requirements		Effective collection protocols		Other Criteria		Personnel qualifications , experience		Vendor References		History of legal compliance		Compliance Supreme Court Procedures		Cost		Excessive administrative fees		TOTAL	TOTAL WEIGHTED	
Score Range		1 - 5		1 - 5		1 - 5		1 - 5		1 - 5		1 - 5		1 - 5		1 - 5		1 - 5		1 - 5		1 - 5		1 - 5		1 - 5		1 - 100	1 - 500	
1	Pioneer	4	30	4	24	4	30	4	20	4	40	4	16	4	60	4	40	4	40	4	40	4	4	20	1	5	4	20	49	389
2	MSB Gov. Svc.	4	30	4	24	4	30	4	20	4	40	4	16	4	60	4	40	4	40	4	40	4	4	20	1	5	4	20	49	389
3	Tax Serv Cap.	4	30	4	24	4	30	4	20	4	40	4	16	4	60	4	40	4	40	4	40	4	4	20	5	25	4	20	53	409

- 1 - Poor or Unsatisfactory
- 2 - Weak / Below Average
- 3 - Average or Satisfactory
- 4 - Good / Above Average
- 5 - Excellent

Completed by:

Weighting *		7.5		6		7.5		5		10		4		15		10		10		10		5		5		5		100	
Notes Reference:		A		B		C		D		E		F		G		H		I		J		K		L		M			
		Technical												Management								Cost							
Selection Criteria:		Accurtely Tracks account Status		Access to monitor account status		Protected from unauthorized access		Sufficient implementation plan		Implementation complies with Legal requirements		Effective collection protocols		Other Criteria		Personnel qualifications , experience		Vendor References		History of legal compliance		Compliance Supreme Court Procedures		Cost		Excessive administrative fees		TOTAL	TOTAL WEIGHTED
Score Range		1 - 5		1 - 5		1 - 5		1 - 5		1 - 5		1 - 5		1 - 5		1 - 5		1 - 5		1 - 5		1 - 5		1 - 5		1 - 5		1 - 100	1 - 500
1	Pioneer	4	30	3	18	4	30	4	20	5	50	3	12	3	45	3	30	3	30	3	30	5	25	3	15	3	15	46	353
2	MSB Gov. Srv.	4	30	3	18	4	30	4	20	5	50	4	16	3	45	4	40	4	40	3	30	5	25	3	15	3	15	49	377
3	Tax Serv Cap.	4	30	3	18	4	30	4	20	5	50	4	16	3	45	5	50	5	50	5	50	5	25	4	20	3	15	54	422

- 1 - Poor or Unsatisfactory
- 2 - Weak / Below Average
- 3 - Average or Satisfactory
- 4 - Good / Above Average
- 5 - Excellent

RESOLUTION

WHEREAS, by adoption of Resolution No. 66-15, a copy of which is annexed hereto as **Attachment A**, the Township of West Orange (the "Township") authorized the award of a contract, pursuant to a fair and open process, to TM Foods ("TMF") for the seasonal operation of the food and beverage concession stand at the Ginny Duenkel Municipal Pool (the "Concession Stand"); and

WHEREAS, TMF has agreed to operate the Concession Stand pursuant to the terms and conditions set forth in the agreement annexed hereto as **Attachment B** (the "Agreement"); and

WHEREAS, in accord with Township's bid specifications and TMF's response thereto, TMF has agreed to pay to the Township the sum of \$8,388.06 for its use of the Concession Stand during the 2015 pool season and, in the event of an extension of the Agreement by Resolution, to pay to the Township the sum of \$8,400.00 for its use of the Concession Stand during the 2016 pool season, and to pay to the Township the sum of \$8,475.00 for its use of the Concession Stand during the 2017 pool season;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute the Agreement, in the form annexed hereto; and it is further

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

Karen J. Carnevale,
Township Clerk

Jerry Guarino,
Council President

Adopted: May 26, 2015

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>
Metropolitan YMCA of the Oranges Off Premise 50/50	September 21, 2015	25 Prospect Ave.	7195
RENEW International On Premise 50/50	June 4, 2015	757 Eagle Rock Ave.	7196
St. Vincent's Nursing Home Auxiliary, Inc. Tricky Tray	December 9, 2015	481 Eagle Rock Ave.	7197
St. Vincent's Nursing Home Auxiliary, Inc. Off Premise Merchandise	December 9, 2015	481 Eagle Rock Ave.	7198
St. Vincent's Nursing Home Auxiliary, Inc. On Premise 50/50	December 9, 2015	481 Eagle Rock Ave.	7199

Karen J. Carnevale, Municipal Clerk

Jerry Guarino, Council President

Adopted: May 26, 2015

RA 100 Executive Drive LLC
 RA 200 Executive Drive LLC
 RA 10 Rooney Circler Owner LLC
 c/o RXR Realty, LLC
 51 JFK Parkway
 Short Hills, New Jersey 07078

May 26, 2015

In consideration of the request by Township of West Orange (hereinafter referred to as the "Township" or Licensee") to RA 100 Executive Drive LLC, RA 200 Executive Drive LLC and RA 10 Rooney Circle Owner LLC (collectively referred to as the "Owner") regarding use of the Owner's property located at Executive Drive, West Orange, New Jersey (the "Premises") for the sole and limited purpose of providing parking to or on behalf of the Township in connection with the Township's Downtown West Orange Alliance Annual Street Fair and related events including the Slide the City event ("Event") and the Owner's consent to same, the parties hereto agree as follows:

1. **Use of the Property.** The Event shall occur during the hours of 6 AM to 9 PM on June 6th 2015 and the Owner consents to the Township's use of the Owner's parking lots at the Premises during the hours of 6 AM to 9 PM.¹ The Township accepts the Premises as-is and acknowledges that the Owner does not make any representations and/or warranties as to the Premises or the fitness of the Premises. The Township shall not be permitted to alter the Premises in any manner whatsoever. The Owner shall not charge the Township any fee associated with the limited grant hereunder.
2. **Permits.** The Township represents that the Owner is not obligated to obtain any permits and/or approvals by any governmental authority prior to the Event and that the Owner is not participating in the Event in any manner whatsoever.
3. **Signage.** The Township shall be permitted to place or post signs on the Premises beginning on June 5, 2015 for the sole and limited purpose of notifying participants of the Event of parking availability. The Township shall remove any signage by June 8, 2015.
4. **Shuttle Buses.** The Township shall be permitted to arrange for shuttle buses to transport Event participants from the Premises to other sites related to the Event. It is agreed that the shuttle buses are or will be under the exclusive control of the Township.
5. **Indemnification.** The Township covenants and agree to fully protect, indemnify and save harmless and defend Owner and RXR Realty, LLC ("RXR") and their respective affiliates and subsidiaries (collectively, "Indemnified Parties"), and any of such party's, or the Building's, shareholders, directors, officers, agents, invitees, servants, contractors, members, partners, mortgagees, lessors and employees, from and against any and all loss, cost (including reasonable attorneys' fees and disbursements), damage, injury, liability claims, liens, demands, taxes, penalties, interest or causes of action of every

¹ If the Event is rescheduled, and the Township and Owner mutually agree to the Township's use of the property for an alternative date, all terms and conditions set forth in this Agreement shall apply on the agreed upon alternative date.

nature whatsoever in any manner arising out of or incident to or in connection with the Event and/or use of the Premises or the breach of this Agreement by the Township, its agents, employees, any participants, attendees, invitees or any third parties. The Township acknowledges and agrees that the covenant contained herein is a material inducement to the Owner in granting its consent to the Township hereunder and without this covenant, the Owner would not consent to the Township's use of the Premises

6. **Assumption of Liability.** The Township hereby acknowledges its assumption of full and complete responsibility and liability for all losses, claims, suits, actions, damages, fines, penalties, costs, expenses and liabilities arising from any circumstances even in circumstances wherein the Township's assumption of such responsibility and liability involves indemnification of indemnified party from the consequences of its own negligence acts. The Township hereby stipulates and agrees that no condition precedent to its indemnification obligation stated herein, whether by way of notice or otherwise, exists or shall constitute a defense to its obligation to defend, indemnify and hold harmless the indemnified parties in any circumstance.
7. **Insurance Coverage.** The Township shall maintain liability insurance with coverage limits reasonably acceptable to Owner and shall name the Owner and RXR and its affiliates and subsidiaries now or hereafter existing as additional insureds. In addition, any bus shuttle service engaged by the Township shall be required to maintain liability insurance with coverage limits reasonably acceptable to Owner and shall name the Owner and RXR and its affiliates and subsidiaries now or hereafter existing as additional insureds. Prior to the Event, the Township will provide a Certificate of Insurance evidencing such coverage.
8. **Revocation of Consent.** Owner shall have the right to withdraw its consent at any time for any reason.
9. **Non-Interference.** The Township, its agents, employees, any participants, attendees, invitees or any third parties shall use best efforts to avoid interfering with the normal operations of the office buildings located at the Premises (the "Office Buildings") and will use best efforts to minimize interference of the use of the Building and surrounding area by the tenants and occupants of the Building and agree to complete the Event within the scheduled time.
10. **Damage.** The Township shall promptly repair any and all damage to the Premises arising out of or in connection with the Township's use of the Premises and return the Premises to the same condition of the Premises immediately prior to the Township's use of same..
11. **Clean-Up.** The Township shall clean up all trash and debris from the Event by no later than 11:59 am on June 7, 2015.
12. **Use of Name.** The Township and any other entities affiliated with the Township may not use the name of the Owner, or its affiliated companies including RXR or the likeness or address of the Building (or any variation thereof) without Owner's express consent, which may be withheld in Owner's sole discretion.
13. **Traffic Control.** The Township covenants and agrees to cause sufficient traffic enforcement officials be present on the Premises to monitor and control traffic to ensure the safety of Premises.

Very truly yours,
RXR Realty, LLC, on behalf of
RA 100 Executive Drive LLC,
RA 200 Executive Drive LLC, and
RA 10 Rooney Circle Owner LLC

By: _____
Name:
Title:

AGREED, ACCEPTED and ACKNOWLEDGED:

Township of West Orange

By: _____
Name: Robert D. Parisi
Title: Mayor

CC:

RA 100 Executive Drive LLC
 RA 200 Executive Drive LLC
 RA 10 Rooney Circler Owner LLC
 c/o RXR Realty, LLC
 51 JFK Parkway
 Short Hills, New Jersey 07078

May 26, 2015

In consideration of the request by Township of West Orange (hereinafter referred to as the "Township" or Licensee") to RA 100 Executive Drive LLC, RA 200 Executive Drive LLC and RA 10 Rooney Circle Owner LLC (collectively referred to as the "Owner") regarding use of the Owner's property located at Executive Drive, West Orange, New Jersey (the "Premises") for the sole and limited purpose of providing parking to or on behalf of the Township in connection with the Township's Downtown West Orange Alliance Annual Street Fair and related events including the Slide the City event ("Event") and the Owner's consent to same, the parties hereto agree as follows:

1. **Use of the Property.** The Event shall occur during the hours of 6 AM to 9 PM on June 6th 2015 and the Owner consents to the Township's use of the Owner's parking lots at the Premises during the hours of 6 AM to 9 PM.¹ The Township accepts the Premises as-is and acknowledges that the Owner does not make any representations and/or warranties as to the Premises or the fitness of the Premises. The Township shall not be permitted to alter the Premises in any manner whatsoever. The Owner shall not charge the Township any fee associated with the limited grant hereunder.
2. **Permits.** The Township represents that the Owner is not obligated to obtain any permits and/or approvals by any governmental authority prior to the Event and that the Owner is not participating in the Event in any manner whatsoever.
3. **Signage.** The Township shall be permitted to place or post signs on the Premises beginning on June 5, 2015 for the sole and limited purpose of notifying participants of the Event of parking availability. The Township shall remove any signage by June 8, 2015.
4. **Shuttle Buses.** The Township shall be permitted to arrange for shuttle buses to transport Event participants from the Premises to other sites related to the Event. It is agreed that the shuttle buses are or will be under the exclusive control of the Township.
5. **Indemnification.** The Township covenants and agree to fully protect, indemnify and save harmless and defend Owner and RXR Realty, LLC ("RXR") and their respective affiliates and subsidiaries (collectively, "Indemnified Parties"), and any of such party's, or the Building's, shareholders, directors, officers, agents, invitees, servants, contractors, members, partners, mortgagees, lessors and employees, from and against any and all loss, cost (including reasonable attorneys' fees and disbursements), damage, injury, liability claims, liens, demands, taxes, penalties, interest or causes of action of

¹ If the Event is rescheduled, and the Township and Owner mutually agree to the Township's use of the property for an alternative date, all terms and conditions set forth in this Agreement shall apply on the agreed upon alternative date.

every nature whatsoever in any manner arising out of or incident to or in connection with the Event and/or use of the Premises or the breach of this Agreement by the Township, its agents, employees, any participants, attendees, invitees or any third parties. The Township acknowledges and agrees that the covenant contained herein is a material inducement to the Owner in granting its consent to the Township hereunder and without this covenant, the Owner would not consent to the Township's use of the Premises

6. **Assumption of Liability.** The Township hereby acknowledges its assumption of full and complete responsibility and liability for all losses, claims, suits, actions, damages, fines, penalties, costs, expenses and liabilities arising from any circumstances even in circumstances wherein the Township's assumption of such responsibility and liability involves indemnification of indemnified party from the consequences of its own negligence acts. The Township hereby stipulates and agrees that no condition precedent to its indemnification obligation stated herein, whether by way of notice or otherwise, exists or shall constitute a defense to its obligation to defend, indemnify and hold harmless the indemnified parties in any circumstance.
7. **Insurance Coverage.** The Township shall maintain liability insurance with coverage limits reasonably acceptable to Owner and shall name the Owner and RXR and its affiliates and subsidiaries now or hereafter existing as additional insureds. In addition, any bus shuttle service engaged by the Township shall be required to maintain liability insurance with coverage limits reasonably acceptable to Owner and shall name the Owner and RXR and its affiliates and subsidiaries now or hereafter existing as additional insureds. Prior to the Event, the Township will provide a Certificate of Insurance evidencing such coverage.
8. **Revocation of Consent.** Owner shall have the right to withdraw its consent at any time for any reason.
9. **Non-Interference.** The Township, its agents, employees, any participants, attendees, invitees or any third parties shall use best efforts to avoid interfering with the normal operations of the office buildings located at the Premises (the "Office Buildings") and will use best efforts to minimize interference of the use of the Building and surrounding area by the tenants and occupants of the Building and agree to complete the Event within the scheduled time.
10. **Damage.** The Township shall promptly repair any and all damage to the Premises arising out of or in connection with the Township's use of the Premises and return the Premises to the same condition of the Premises immediately prior to the Township's use of same..
11. **Clean-Up.** The Township shall clean up all trash and debris from the Event by no later than 11:59 am on June 7, 2015.
12. **Use of Name.** The Township and any other entities affiliated with the Township may not use the name of the Owner, or its affiliated companies including RXR or the likeness or address of the Building (or any variation thereof) without Owner's express consent, which may be withheld in Owner's sole discretion.
13. **Traffic Control.** The Township covenants and agrees to cause sufficient traffic enforcement officials be present on the Premises to monitor and control traffic to ensure the safety of Premises.

Very truly yours,
RXR Realty, LLC, on behalf of
RA 100 Executive Drive LLC,
RA 200 Executive Drive LLC, and
RA 10 Rooney Circle Owner LLC

By: _____
Name:
Title:

AGREED, ACCEPTED and ACKNOWLEDGED:

Township of West Orange

By: _____
Name: Robert D. Parisi
Title: Mayor

cc:

**AN ORDINANCE CREATING CHAPTER 2, SECTION 61 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE, ENTITLED
“PEDESTRIAN SAFETY ADVISORY BOARD”**

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex and State of New Jersey, that there shall be created a Chapter 2, Section 61 of the Revised General Ordinances of the Township of West Orange, which shall provide as follows:

2-61 PEDESTRIAN SAFETY ADVISORY BOARD

2-61.1 Purpose

The Township of West Orange has established a Pedestrian Safety Advisory Board to serve as a volunteer advisory committee to the Mayor and Council with regard to issues affecting pedestrian safety.

2-61.2 Membership

The Board shall be comprised of the following eleven (11) members, each of whom shall be a bona fide resident of the Township of West Orange, and each of whom shall be appointed by the Mayor:

1. A representative of the Downtown West Orange Alliance;
2. A representative of the Pleasant Valley Civic Association;
3. A representative of the Township Council;
4. A representative of the Thomas Edison National Historical Park;
5. A superintendent of the Board of Education or Designee;
6. The Township Engineer, or his or her representative; and
7. Police Chief or Designee;
8. Appointment by the Mayor;
9. Appointment by the Mayor;
10. Appointment by the Mayor;
11. Township Planner;

2-61.3 Term

All members of the Board shall serve until a successor is appointed and each member of the Board shall serve for a term of three (3) years. Any vacancy shall be filled for the remainder of the unexpired term only.

2-61.4 Organizational Structure

- a. The Board may adopt bylaws to govern its general operation provided that the bylaws are approved in advance by resolution of the Township Council.
- b. The Board shall meet at least quarterly.
- c. Minutes of each meeting of the Board shall be taken to serve as a public record.

2-61.4 Staff Assistance

The Board shall have no budget, but shall be assisted and advised from time to time, as directed by the Mayor, by the Township, the Township Planner, and/or any individual or entity by the Township to perform grant writing services.

2-61.6 Functions

The functions of the Board shall be as follows:

1. Investigation and analysis of issues affecting pedestrian safety;
2. Recommendations to the Mayor and Council regarding initiatives and policies designated to enhance pedestrian safety;
3. Participation when authorized by the Mayor, in appropriate regional pedestrian safety activities; and
4. Annual meeting to inform the Mayor, Township Council and the general public of the Board's activities and progress.

BE IT FURTHER ORDAINED, that the remainder of Chapter 2 shall remain unchanged.

BE IT FURTHER ORDAINED, that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective.

BE IT FURTHER ORDAINED, that any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon passage and publication in accordance with law.

Karen J. Carnevale,
Municipal Clerk

Jerry Guarino,
Council President

Robert D. Parisi, Mayor

Introduced: April 28, 2015

Adopted: May 12, 2015

LEGISLATIVE HISTORY

This legislation is designed to create a eleven (11) member Pedestrian Safety Advisory Board for the purpose of advising the mayor and Township Council on issues affecting pedestrian safety. Members of the board will serve on a voluntary basis for the terms of three (3) years.

The Board, which shall meet at least quarterly, will investigate and analyze pedestrian safety issues, present recommendations regarding new initiatives and policies, and participate in appropriate regional pedestrian safety activities when authorized to do so. In discharging these functions, the Board will in appropriate instances be assisted by the Township Engineer, Township Planner, Police Chief and/or any entity employed by the Township to perform grant writing services.

BOND ORDINANCE AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS IN AND FOR THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY, APPROPRIATING \$6,298,200 THEREFORE AND AUTHORIZING THE ISSUANCE OF \$5,998,280 BONDS OR NOTES TO FINANCE PART OF THE COST THEREOF.

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

SECTION 1:

The improvements described in Section 3 of this bond ordinance (the “Improvements”) are hereby authorized to be undertaken by the Township of West Orange, New Jersey (the “Township”) as general improvements. For the said Improvements there is hereby appropriated the amount of \$6,298,200, such sum includes the sum of \$299,920 as the down payment (the “Down Payment”) required by the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the New Jersey Statutes, as amended and supplemented (the “Local Bond Law”). The Down Payment is now available by virtue of provision in one or more previously adopted budgets for down payments or capital improvement purposes.

SECTION 2:

In order to finance the additional cost of the Improvements not covered by application of the Down Payment, negotiable bonds of the Township are hereby authorized to be issued in the principal amount of \$5,998,280 pursuant to the provisions of the Local Bond Law (the “Bonds”). In anticipation of the issuance of the Bonds and to temporarily finance said improvements or purposes, negotiable bond anticipation notes of the Township are hereby authorized to be issued in the principal amount not exceeding \$5,998,280 pursuant to the provisions of the Local Bond Law (the “Bond Anticipation Notes” or “Notes”).

SECTION 3:

(a) The Improvements authorized and the purposes for which obligations are to be issued, the estimated cost of each Improvement and the appropriation therefor, the estimated maximum amount of bonds or notes to be issued for each Improvement and the period of usefulness of each Improvement are as follows:

<u>Improvements</u>	<u>Appropriation and Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds or Notes</u>	<u>Period of Usefulness</u>
a) Acquisition of various equipment, including but not limited to pressure washer, copiers/printers and scanners.	\$233,500	\$222,380	5.64 Years
b) Various indoor facility improvements, including but not limited to HVAC for the Police Building, including all work and materials necessary therefor or incidental thereto.	215,000	204,761	15 Years
c) Acquisition of various information technology equipment, including but not limited to computer network upgrades, including server.	240,000	228,571	5 Years
d) Various outdoor facility improvements, including but not limited to O'Connor Street hockey renovations, resurfacing of Degnan Tennis Court, resurfacing of Colgate Tennis Court and resurfacing of Degnan Basketball and Stagg Tennis Courts, including all work and materials necessary therefor or incidental thereto.	550,000	523,809	15 Years
e) Various sewer improvements, including but not limited to Maple Avenue, Main Street bump out, and underground storage tank site remediation, including all work and materials necessary therefor and incidental thereto.	405,000	385,713	18.88 Years
f) Resurfacing of various streets, including but not limited to Mt. Vernon Avenue, Watson Avenue, Oxford Terrace Winding Way Dartmouth Road, Cherry Street Belgrade Terrace, including traffic stripping markings and signs and curbing.	4,186,250	3,986,904	10 Years

<u>Improvements</u>	<u>Appropriation and Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds or Notes</u>	<u>Period of Usefulness</u>
g) Acquisition of various vehicles, including but not limited to trucks, pick- up trucks, fire vehicle and ambulances.	468,450	446,142	5 Years
TOTAL	\$6,298,200	\$5,998,280	

(b) The estimated maximum amount of Bonds or Notes to be issued for the purpose of financing a portion of the cost of the Improvements is \$5,998,280.

(c) The estimated cost of the Improvements is \$6,298,200 which amount represents the initial appropriation made by the Township. The excess of the appropriations made for each of the Improvements over the estimated maximum amount of Bonds or Notes authorized to be issued therefor is the amount of the Down Payment for each purpose.

SECTION 4:

All Bond Anticipation Notes issued hereunder shall mature at such times as may be determined by the chief financial officer of the Township (the "Chief Financial Officer"); provided that no Note shall mature later than one year from its date. The Notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with Notes issued pursuant to this ordinance, and the signature of the Chief Financial Officer upon the Notes shall be conclusive evidence as to all such determinations. All Notes issued hereunder may be renewed from time to time subject to the provisions of Section 8(a) of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the Notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the Township Council of the Township at the meeting next succeeding the date when any sale or delivery of the Notes pursuant to this ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the Notes sold, the price obtained and the name of the purchaser.

SECTION 5:

The capital budget of the Township is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director, Division of Local Government Services, Department of Community Affairs, State of New Jersey is on file with the Township Clerk and is available for public inspection.

SECTION 6:

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

(a) The Improvements described in Section 3 of this bond ordinance are not current expenses, and are capital improvements or properties that the Township may lawfully make or acquire as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of the Improvements, within the limitations of the Local Bond Law, taking into consideration the respective amounts of all obligations authorized for the several purposes, according to the reasonable life thereof computed from the date of the Bonds authorized by this bond ordinance, is 10.45 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Township Clerk and a complete executed duplicate thereof has been filed in the office of the Director, Division of Local Government Services, Department of Community Affairs, State of New Jersey. Such statement shows that the gross debt of the Township, as defined in the Local Bond Law, is increased by the authorization of the Bonds and Notes provided in this bond ordinance by \$5,998,280 and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$1,400,000 for items of expense listed in and permitted under Section 20 of the Local Bond Law is included in the estimated cost of the Improvements, as indicated herein.

SECTION 7:

Any funds received from time to time by the Township as contributions in aid of financing the purposes described in Section 3 of this Ordinance shall be used for financing said Improvements by application thereof either to direct payment of the cost of said Improvements or to the payment or reduction of the authorization of the obligations of the Township authorized therefor by this Bond Ordinance. Any such funds received may, and all such funds so received which are not required for direct payment of the cost of said Improvements shall, be held and applied by the Township as funds applicable only to the payment of obligations of the Township authorized by this Bond Ordinance.

SECTION 8:

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

SECTION 9:

This Bond Ordinance constitutes a declaration of official intent under Treasury Regulation Section 1.150-2. The Township reasonably expects to pay expenditures with respect to the Improvements prior to the date that Township incurs debt obligations under this Bond Ordinance. The Township reasonably expects to reimburse such expenditures with the proceeds of debt to be incurred by the Township under this Bond Ordinance. The maximum principal amount of debt expected to be issued for payment of the costs of the Improvements is \$5,998,280.

SECTION 10:

This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Introduction: May 12, 2015

Adopted: May 26, 2015

Robert D. Parisi
Mayor

Jerry Guarino
Council President

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

Karen J. Carnevale, Municipal Clerk

AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER 7, TRAFFIC, SUBSECTION 7-20, STOP INTERSECTIONS, OF
THE REVISED GENERAL ORDINANCES OF
THE TOWNSHIP OF WEST ORANGE

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, that Nance Road and Warren Road, Crestmont Road and Warren Road, Powell Drive and Blackstock Road and Connel Drive and Blackstock Road shall be designated as a Stop Intersections pursuant to N.J.S.A. 39:4-8(b) under the Municipal Engineer's Certification and License Number GE026706 as follows:

Section 1. The Township Council of the Township of West Orange finds it in the interest of public safety to designate Nance Road and Warren Road, Crestmont Road and Warren Road, Powell Drive and Blackstock Road and Connel Drive and Blackstock Road as Stop Intersections pursuant to N.J.S.A.39:4-8(b).

Section 2. The Municipal Engineer of the Township of West Orange has submitted and certified all the legislative requirements pursuant to N.J.S.A. 39:4-8(b) and the criteria as set forth by the New Jersey Department of Transportation, Bureau of Traffic Engineering have been met.

Section 3. Subsection 7-20, Stop Intersections, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows pursuant to the provisions of N.J.S.A. 39:4-140 (*italic type denotes deletion, bold type denotes addition*):

Intersection	Stop Signs On:
Nance Road and Warren Road	Nance Road
Crestmont Road and Warren Road	Crestmont Road
Powell Drive and Blackstock Road	Powell Drive

Connel Drive and Blackstock Road

Connel Drive

Section 4. If any provisions of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application and to this end, the provisions of the Ordinance are severable.

Section 5. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 6. Unless another penalty is expressly provided by New Jersey Statute, every person convicted of a violation of any provision of this Ordinance or any supplement thereto shall be liable to the penalty of not more than fifty dollars (\$50.00) or imprisonment for a term not to exceed fifteen (15) days or both.

Section 7. This Ordinance shall take effect upon final passage and publication in accordance with law and approval by the New Jersey Department of Transportation if necessary.

ROBERT D. PARISI, MAYOR

JERRY GUARINO, COUNCIL PRESIDENT

Introduced: May 26, 2015

Adopted: June 23, 2015

Approved as to form on the basis of
the facts provided

Karen J. Carnevale, Municipal Clerk

LEGISLATIVE HISTORY

The Ordinance, which amends the Traffic Regulations of the Township, designates the intersections of Nance Road and Warren Road, Crestmont Road and Warren Road, Powell Drive and Blackstock Road and Connel Drive and Blackstock Road as Stop Intersections with Stop Signs to be placed on Nance Road, Crestmont Road, Powell Drive and Connel Drive. Three intersections are “T” intersections with Nance Road, Crestmont Road and Powell Drive forming the stems of the “T”. The fourth intersection is a full cross four way intersection with Connel Drive the minor street. Due to the volume of traffic which travels on Nance Road and Warren Road, Crestmont Road and Warren Road, Powell Drive and Blackstock Road and Connel Drive and Blackstock Road, the Township’s Engineering Division determined that traffic needed to be regulated at these intersections for the safe movement of traffic through them. The Engineering Division recommended designating the intersections as Stop Intersections with Stop Signs on Nance Road, Crestmont Road, Powell Drive and Connel Drive to provide for the safe movement of traffic there. Without Stop Signs on Nance Road, Crestmont Road, Powell Drive and Connel Drive the normal right-of-way rule is not expected to provide reasonably safe operation of these intersections.

May 19, 2015

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

RE: **AMENDMENTS TO CHAPTER 7, TRAFFIC
STOP INTERSECTIONS**

Mayor Parisi, Council President Guarino, Ladies and Gentlemen:

The attached Ordinance will designate the intersections of Nance Road and Warren Road, Crestmont Road and Warren Road, Powell Drive and Blackstock Road and Connel Drive and Blackstock Road as Stop Intersections with Stop Signs on Nance Road, Crestmont Road and Powell Drive. Three intersections are "T" intersections with Nance Road, Crestmont Road and Powell Drive forming the stems of the "T" where Stop Signs will be placed. The fourth intersection, Connel Drive and Blackstock Road, is a four way full cross intersection with Connel Drive the minor street. Stop signs will be placed on Connel Drive. I certify that these regulations are approved by me after investigation of the circumstances, and that it appears to be in the interest of safety and the expeditious movement of traffic. Based on this, I request these approvals of these Stop Intersections pursuant to N.J.S.A. 39:4-8(b).

I performed my investigations of these intersections by field inspections, manual traffic counts and accident investigations, and based on these findings I recommend these intersections be designated as Stop Intersections with Stop Signs on the stem of each "T" for three intersections. Based on the traffic counts, the Stop Signs will be placed on the minor streets as prescribed in the Manual on Uniform Traffic Control Devices (MUTCD). At the fourth intersection, Connel Drive and Blackstock Road a four way full cross intersection, Stop Signs will be placed on Connel Drive, the minor street. Stop Signs on the stem of these "T"s at three intersections and the minor street at the fourth are required since the normal right-of-way rule is not expected to provide reasonably safe operation of these intersections.

If you have any questions on this regulation, please call me.

Very truly yours,

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tp
enc.

cc: John K. Sayers
Richard D. Trenk
Kenneth Kayser
Police Chief James Abbott

AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER 7, TRAFFIC, SUBSECTION 7-32.2,
RESTRICTED PARKING ZONES,
OF THE REVISED GENERAL ORDINANCES OF
THE TOWNSHIP OF WEST ORANGE

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

Section 1. Subsection 7-32.2, Restricted Parking Zones, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*):

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

Residence Address	No. of Spaces	Location
89 Cherry Street	1	Beginning 118 feet north of the northerly curbline of Ashwood Terrace extended and extending 21 feet northerly.
10 Fremont Street	1	Beginning 96 feet south of the southerly curbline of Amelia Street extended and extending 20 feet southerly.
11 Kirk Street	1	Beginning 220 feet west and northwesterly of the westerly curbline of Franklin Avenue and extending 22 feet northwesterly.

14 Llewellyn Avenue	1	Beginning 246 feet west of the westerly curbline of street and extending westerly.
Main 18 feet		
75 Lindsley Avenue	1	Beginning 155 feet west of the westerly curbline of Brennan Drive and extending 20 westerly.
feet		
64 Mitchell Street	1	Beginning 275 feet west of the westerly curbline of Valley Road and extending 18 feet westerly.

Section 2. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not effect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to this end the provisions of this Ordinance are severable.

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

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

ROBERT D. PARISI, MAYOR

JERRY GUARINO, COUNCIL PRESIDENT

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

Karen J. Carnevale, Municipal Clerk

LEGISLATIVE HISTORY

This Ordinance is in response to requests from handicapped residents who reside at 89 Cherry Street, 10 Fremont Street, 11 Kirk Street, 14 Llewellyn Avenue, 75 Lindsley Avenue and 64 Mitchell Street. By adopting this Ordinance, the Township will establish a handicapped parking stall adjacent to all these addresses. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones.