

1. Conference Meeting Agenda

Documents: [CA2.23.16.PDF](#)

2. Public Meeting Agenda

Documents: [PM2.23.16.PDF](#)

3. Resolution(S)

3.I. 61-16

Documents: [61-16 PROSPECT AVE GUERINO DRIVE SPECIAL TRAFFIC REGULATION.PDF](#)

3.II. 62-16

Documents: [62-16 AUTHORIZING EXECUTION OF AGREEMENT WITH GORDON GORDON - 2016.PDF](#), [62-16 EXHIBIT-GORDON AND GORDON.PDF](#)

3.III. 63-16

Documents: [63-16 AWARD OF REIMBURSEMENT LLEWELLYN PARK LEAF AND OBSTRUCTION 2015.PDF](#), [63-16 - ATTACHMENT.PDF](#)

3.IV. 64-16

Documents: [64-16 SNOW REIMBURSEMENT FOR SERVICES PRIVATE COMMUNITIES LETTER 2015.PDF](#), [64-16 ATTACHMENT - SNOW REMOVAL REIMBURSEMENT 2015.PDF](#)

3.V. 65-16

Documents: [65-16 AWARD OF CONTRACT EMERGENCY AND NON EMERGENCY TREE SERVICES 2016.PDF](#)

3.VI. 66-16

Documents: [66-16 RAFFLE LICENSES 2.23.16.PDF](#)

3.VII. 67-16

Documents: [67-16 \(2016\) STREET IMPROVEMENTS \(002\).PDF](#)

3.VIII. 68-16

Documents: [68-16 AWARD OF SERVICE CONTRACT THE MAINTENANCE OF VARIOUS TOWNSHIP OWNED PARCELS 2016.PDF](#), [68-16 ATTACHMENT.PDF](#)

3.IX. 69-16

Documents: [69-16 RELEASE OF SURETY BOND TECNICARTS INC.PDF](#)

3.X. 70-16

Documents: [70-16 AUTHORIZING PLACEMENT OF LIEN AT 2 BELGRADE.PDF](#)

3.XI. 71-16

Documents: [71-16 RESOLUTION AUTHORIZING DISCHARGE OF CERTAIN DOCUMENTS-EDISON BATTERY.PDF](#)

3.XII. 72-16

Documents: [72-16 RESOLUTION AUTHORIZING REVISIONS TO DGP AGREEMENT 2016.PDF](#)

4. Ordinance(S) On Second Reading

4.I. 2476-16

Documents: [2476-16 SETTING RATES AT GINNY DUENKEL POOL - 2016 FINAL.PDF](#)

4.II. 2477-16

Documents: [2477-16 ORDINANCE REGARDING ZONING FOR STANDBY GENERATORS.PDF](#)

CONFERENCE MEETING

AGENDA

Council Chambers – 66 Main Street, West Orange, NJ

February 23, 2016

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 October 14, 2015. 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 October 14, 2015.

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

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6:30 P.M

a. Recognition – Marley Dias - #1000BlackGirlBooks

Council Liaison Announcements

7:00 P.M.

- **Public Meeting**

PUBLIC MEETING AGENDA

**Township of West Orange
66 Main Street – 7:00 p.m.**

Tuesday, February 23, 2016

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 emailed to the Star Ledger and the West Orange Chronicle on October 14, 2015. 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 October 14, 2015.

Statement of Decorum

**In all matters not provided for in subsection 3-15.1 and except upon consent of the Council President, each person addressing the Council pursuant to this subsection shall be required to limit his or her remarks to five (5) minutes, and shall at no time engage in any personally offensive or abusive remarks. The chair shall call any speaker to order who violates any provision of this rule.
(1972 Code § 3-15.2)**

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

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting – Public Meeting February 9, 2016**
- 5. *Report of Township Officers-None**
- 6. *Reading of Petitions and Communications and Bids- None**
- 7. *Bills**
- 8. *Resolutions**
 - a. 61-16 Resolution Temporarily Amending and Supplementing Chapter 7, Traffic, Subsection 7-23.3, U-Turn Prohibitions (Legal-Buffman)
This resolution would temporarily amend and supplement Chapter 7, Traffic, Subsection 7-23.3, U-Turn Prohibitions to add “Intersection of Prospect Avenue and Guerino Drive” with the prohibited U-Turn movement “From Prospect Avenue southbound to Prospect Avenue northbound”. This amendment is necessary to eliminate the conflicts between motorists making the U-Turn at the signalized intersection of Prospect Avenue with Guerino Drive from southbound to northbound and those exiting the Villas at Eagle Ridge. This amendment is further necessary to reduce the congestion of traffic in the southbound direction leading into the signalized intersection resulting from the motorists waiting to make the U-Turn.
 - b. 62-16 Resolution Authorizing a Professional Services Agreement with Gordon and Gordon Regarding Retention as Special Counsel for Tax Appeal Involving Environmental Issues (Legal – Moon)
This resolution authorizes the execution of a professional services agreement with Gordon and Gordon for their retention as Special Counsel for Tax Appeal

involving Environmental Issues for the year 2016. Gordon and Gordon will be paid a rate of \$150 per hour pursuant to the terms of the professional services agreement.

- c. 63-16 Resolution Authorizing 2015 Reimbursement for Municipal Services - Llewellyn Park – Leaf Collection and Obstruction (Lepore)
An Agreement pursuant to the Municipal Services Act between the Llewellyn Park Committee of Managers, a fee simple private community, and the Township provides for the reimbursement of leaf collection and disposal costs to Llewellyn Park based on costs the Township would incur in providing those services. This Resolution authorizes reimbursing Llewellyn Park for leaf collection and disposal services in 2015.
- d. 64-16 Resolution Authorizing 2015 Reimbursement for Services to Private Communities-Snow Removal (Lepore)
A State Statute, commonly known as the Municipal Services Act, requires a Municipality either provide services associated with snow and ice control or reimburse the private communities for costs the Township would incur in providing those services. This Resolution authorizes reimbursing 20 private communities for costs associated with snow and ice control in 2015.
- e. 65-16 Award of Bid, Emergency and Non-Emergency Tree Services, Rich Tree Service, Inc., 325 Bergen Street, South Plainfield, NJ 07080 in the Amount(s) Specified in the Resolution, Subject to 2016 Budget Appropriation (Lepore)
- f. 66-16 Resolution Authorizing Issuance of Raffle Licenses (Clerk)
- g. 67-16 Resolution Authorizing an Additional Appropriation of \$2,000.00 for Crew Engineers, Inc., 1250 Route 23 North, Butler, NJ 07405 for Additional Field and Design Services Associated with the Project 2016 Street Improvements (Lepore)
- h. 68-16 Resolution Authorizing an Award of Contract for Maintenance of Various Township Owned Parcels Including Turf Maintenance, Litter and Debris Collection, Weed Control and Fall Leaf Collection and Disposal to D’Onofrio & Son, Inc., Landscaping, 47 Van Ness Terrace, Maplewood, NJ 07040 for the Amount Specified on the Resolution (Lepore)
- i. 69-16 Resolution Authorizing the Release of Surety Bond 184499 in the Amount of \$12,724.14 for a Major Subdivision on Old Indian Road Posted by Tecnicarts, Inc., P.O. Box 788, Clarksburg, NJ 08510 and Provided by North American Specialty Insurance Company, 160 Gould Street, Suite 118, Needham, MA 02494 (Lepore)
- j. 70-16 Resolution Placing Lien on Certain Real Property Located at 2 Belgrade Terrace
This resolution would authorize the Township to place a lien on certain real property located at 2 Belgrade Terrace, West Orange, New Jersey for services rendered by Friendly Tree Experts, Inc. in removing a tree that the Township Forester deemed hazardous and was not removed by the property owner. The cost to remove the tree was \$4,175.00.
- k. 71-16 Resolution of the Township of West Orange, in the County of Essex, New Jersey Authorizing the Termination and Discharge of Certain Recorded Documents Relating to Block 66, Lots 1, 5 and 7 Within the Downtown Redevelopment Area, Commonly Known as the Edison Battery Site
- l. 72-16 Resolution of the Township of West Orange, in the County of Essex, New Jersey Authorizing Revisions to an Agreement with DGP Urban Renewal, LLC for the Redevelopment of Certain Property in the Downtown Redevelopment Area Commonly Known as the Edison Battery Factory

9. Ordinances on Second and Final Reading

- a. 2476-16 An Ordinance Amending the Revised General Ordinances of the Township of West Orange, Chapter 23, Section 1.1, Establishing Fees and Rates at Ginny Duenkel Pool for the 2016 Season (Legal-Moon)
- b. 2477-16 An Ordinance Amending Chapter 25, Sections 4(b), 7.1 and 9.12 of the Revised General Ordinances of the Township of West Orange (Standby Power Generators) (Legal-Moon)

10. Ordinances on First Reading-None

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.

RESOLUTION

WHEREAS, the New Jersey Department of Transportation is reconstructing the entrance ramp from Prospect Avenue southbound, Essex County Highway No. 577, to Interstate Route 280 eastbound, commonly known as Ramp 2P over Prospect Avenue northbound; and

WHEREAS, the reconstruction requires the closing of the ramp to traffic from Prospect Avenue southbound; and

WHEREAS, the ramp from Prospect Avenue northbound to Interstate Route 280 eastbound remains open; and

WHEREAS, the New Jersey Department of Transportation developed two detour routes to access Interstate Route 280 eastbound once Ramp 2P from Prospect Avenue southbound was closed; and

WHEREAS, both detour routes required motorists to access Interstate Route 280 eastbound from Pleasant Valley Way via either Interstate Route 280 westbound or State Highway No. 10 westbound from Prospect Avenue southbound; and

WHEREAS, the New Jersey Department of Transportation did not recommend a third detour route requiring a U-turn from Prospect Avenue southbound to Prospect Avenue northbound at the signalized intersection with Guerino Drive as the traffic signal timing at this intersection could not be modified sufficiently to accommodate the re-routed entrance ramp traffic from Prospect Avenue southbound; and

WHEREAS, Ramp 2P was closed to traffic from Prospect Avenue southbound during the week of January 18, 2016; and

WHEREAS, since the closing of Ramp 2P, a high volume of motorists are making the U-Turn from Prospect Avenue southbound to Prospect Avenue northbound at the signalized intersection with Guerino Drive instead of using either of the two posted detours; and

WHEREAS, the high volume of traffic making this U-Turn maneuver creates traffic congestion along Prospect Avenue southbound leading into the traffic signal with Guerino Drive delaying all motorists travelling south on Prospect Avenue as well as those who turn at the signalized intersection to access the Villas at Eagle Ridge, the Essex Green Shopping Center, the Courtyard by Marriott and the Executive Drive office complex; and

WHEREAS, the traffic making this U-Turn creates conflicts with motorists exiting the Villas at Eagle Ridge that desire to proceed north on Prospect Avenue; and

WHEREAS, the Township of West Orange and the County of Essex during the reconstruction of Ramp 2P desire to eliminate the conflicts between vehicles performing the U-Turn and exiting the Villas at Eagle Ridge and want to reduce the congestion along Prospect Avenue southbound by prohibiting the U-Turn from Prospect Avenue southbound to Prospect Avenue northbound at the signalized intersection with Guerino Drive; and

WHEREAS, the prohibition of this U-Turn will require motorists to follow the two posted detour routes; and

WHEREAS, N.J.S.A. 39:4-197.3, Special Traffic Regulations, allows the governing body of any municipality to adopt a resolution declaring that an emergent or temporary condition dictates adoption of special traffic regulations for a period of effectiveness not in excess of 3 months; and

WHEREAS, the Township of West Orange Municipal Engineer finds such an emergent conditions exists and the Municipal Engineer recommends the U-Turn from Prospect Avenue southbound to Prospect Avenue northbound at the signalized intersection with Guerino Drive should be prohibited during the during of the reconstruction of Ramp 2P.

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange that an emergent and temporary condition exists at the signalized intersection of Prospect Avenue and Guerino Drive resulting from the closure of the access ramp from Prospect Avenue southbound to Interstate Route 280 eastbound that creates significant congestion along Prospect Avenue southbound leading into the signalized intersection with Guerino Drive and which also creates turning conflicts at this intersection.

BE IT FURTHER RESOLVED, that to eliminate the conflicts between motorists making the U-Turn at the signalized intersection of Prospect Avenue with Guerino from southbound to northbound and those exiting the Villas at Eagle Ridge and to reduce the congestion of traffic in the southbound direction leading into the signalized intersection resulting from the queue of motorists waiting to make the U-Turn, the Township Council of the Township of West Orange hereby amends and supplements Chapter 7, Traffic, Subsection 7-23.3, U-Turn Prohibitions to add "Intersection of Prospect Avenue and Guerino Drive" with the prohibited U-Turn movement "From Prospect Avenue southbound to Prospect Avenue northbound".

BE IT FURTHER RESOLVED, that in accordance with N.J.S.A. 39:4-197.3, the period of effectiveness of this Special Traffic Regulation shall be 3 months unless extended by Resolution of the Township Council.

BE IT FURTHER RESOLVED that a Certified Copy of this Resolution be sent to the Essex County Board of Chosen Freeholders for their consent.

Karen J. Carnevale, RMC
Municipal Clerk

Victor Cirilo, Council President

Adopted: February 23, 2016

RESOLUTION

WHEREAS, Gordon & Gordon, P.C. (“Counsel”) served as environmental tax appeal counsel for the Township of West Orange since June 2015; and

WHEREAS, the Township still requires Counsel’s services for the purpose of representing the Township regarding tax appeal matters involving environmental issues; and

WHEREAS Counsel has agreed to provide professional services for the calendar year 2016, pursuant to the terms and conditions set forth in the agreement annexed hereto as Attachment “A” (the “Agreement”) at an hourly rate of \$150; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide the services set forth in the Agreement for an hourly rate of \$150; and it is further

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

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

Victor Cirilo,
Council President

Adopted: February 23, 2016

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

JOHN O. GROSS, CFO
4819-9827-7934, v. 1

Exhibit “A”

AGREEMENT FOR LEGAL SERVICES – SPECIAL COUNSEL

THIS AGREEMENT made and entered into on this ____ day of January, 2016 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP”, party of the first part, and **GORDON & GORDON, P.C.**, Attorneys at Law of the State of New Jersey, located at 505 Morris Avenue, Springfield, County of Essex and State of New Jersey, hereinafter referred to as “COUNSEL”, party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to provide consulting services to the TOWNSHIP regarding tax appeal matters involving environmental issues (“Environmental Issues”);

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

1. The TOWNSHIP hereby retains the services of COUNSEL to provide consulting services to the TOWNSHIP regarding tax appeal matters involving environmental issues for the period between January 1, 2016 through December 31, 2016 at the hourly rate of \$150.

2. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the TOWNSHIP ATTORNEY before the extraordinary expense is incurred.

3. COUNSEL’S responsibilities shall include Environmental Issues and related matters.

4. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts

relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

5. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

6. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

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

8. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance. To the extent that this insurance coverage is scheduled to lapse at any time before the end of

the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

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

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

11. The sole venue for any dispute or controversy between the parties shall be the Superior Court of New Jersey, Law Division, Essex County.

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

GORDON & GORDON, P.C.

WITNESS:



By: 
MICHAEL GORDON, ESQ.

RESOLUTION

WHEREAS, pursuant to N.J.S.A. 40:67-23.2 et. seq, commonly referred to as the Municipal Services Act, the Township of West Orange entered into an Agreement with Llewellyn Park entitled “Municipal Services Agreement” and dated December 23, 2010; and

WHEREAS, the Municipal Services Agreement specified the services the Township shall provide Llewellyn Park or the cost of services the Township shall reimburse to Llewellyn Park; and

WHEREAS, the Agreement included Leaf Collection from the Park roads as a service and specifies the method for calculating the reimbursement, and it also includes the removal of obstructions such as fallen tree limbs as a service; and

WHEREAS, there is attached hereto a report of the Township Engineer recommending reimbursement for 2015 Leaf Collection costs to Llewellyn Park in accordance with the formula for reimbursement set forth in the Agreement with Llewellyn Park; and

WHEREAS, the Township of West Orange wishes to reimburse Llewellyn Park as set forth in the aforementioned report of the Township Engineer.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that Llewellyn Park be reimbursed as set forth therein, on the attached report of the Township Engineer, Leonard R. Lepore, for 2015 leaf collection.

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

KAREN J. CARNEVALE, RMC, MUNICIPAL CLERK

VICTOR CIRILO, COUNCIL PRESIDENT

I hereby certify funds are available from:

Account Number: 01-2030-00-7502-115

JOHN GROSS, CHIEF FINANCIAL OFFICER

LLEWELLYN PARK

LEAF COLLECTION

PRIVATE COMMUNITY	ROAD LENGTH L.F.	MILES	PERCENTAGE OF TOWNSHIP	ENHANCEMENT FACTOR	AMOUNT TO REIMBURSED
LLEWELLYN PARK	45,408	8.6	9.1005%	2.0	\$60,103.95

TOTAL TOWNSHIP MILES

94.5

TOWNSHIP LEAF COLLECTION COST FOR 2015 =

\$330,223.40

NOTES:

Amounts to be reimbursed = % of Township Roads x Township Leaf Collection Cost (or obstruction removal cost) x Enhancement

RESOLUTION

WHEREAS, on November 26, 1996 the Township of West Orange adopted Ordinance No. 1421-96 which authorized the Township to reimburse qualified private communities for the yearly cost of snow removal commencing with 1995; and

WHEREAS, there is attached hereto a report of the Township Engineer, recommending reimbursement for 2015 snow removal costs to twenty (20) qualified private communities which are condominiums or cooperatives in accordance with the formula for reimbursement set forth in Ordinance No. 1421-96 and codified as West Orange Revised General Ordinance No. 2-73 or in accordance with an Agreement between the private Community and the Township; and

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

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the qualified private communities listed on the attached report of the Township Engineer Leonard R. Lepore, be reimbursed, as set forth therein, for 2015 Snow Removal Costs.

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

KAREN J. CARNEVALE, RMC, MUNICIPAL CLERK

VICTOR CIRIL O, COUNCIL PRESIDENT

Adopted: February 23, 2016

I hereby certify funds are available from:

Account No. 01-2030-00-7502-114

John Gross, Chief Financial Officer

**2015 SNOW REMOVAL REIMBURSEMENT
TO QUALIFIED PRIVATE COMMUNITIES
PROVIDING SNOW REMOVAL
FOR STREETS AND ROADS**

Private Community	Road Length		Percent of	Amount to Be
Llewellyn Park *	45,408	8.6	9.1005%	\$90,490.74
The Woodlands	4,450	0.843	0.8921%	\$9,261.19
Eagle Rock Cooperative	550	0.104	0.1101%	\$1,142.54
West Essex Highlands	13,167	2.494	2.6392%	\$27,399.07
Crystal Woods	5,275	0.999	1.0571%	\$10,975.01
Eagle Ridge	13,135	2.488	2.6328%	\$27,333.15
Essex Green Villas	1,800	0.341	0.3608%	\$3,746.22
Hilton Head North	600	0.114	0.1206%	\$1,252.40
Hilltop Villas	1,300	0.246	0.2603%	\$2,702.55
Crown View Manor	1,800	0.341	0.3608%	\$3,746.22
Briar Hill Villas	1,000	0.189	0.2000%	\$2,076.35
Scenic Hills	8,985	1.702	1.8011%	\$18,698.16
Carriage House Condominium	700	0.133	0.1407%	\$1,461.14
Crestmont Gardens	600	0.114	0.1206%	\$1,252.40
Llewellyn Gates Associates	1,200	0.227	0.2402%	\$2,493.82
Normandie Estates	1,425	0.270	0.2857%	\$2,966.22
Forest Creek	1,391	0.263	0.2783%	\$2,889.32
Crown View Villas	1,425	0.270	0.2857%	\$2,966.22
The Point at Crystal Lake	5,600	1.061	1.1228%	\$11,656.14
Bel Air	13,390	2.536	2.6836%	\$27,860.50
TOTALS		23.335	24.6931%	\$252,369.36

TOTAL TOWNSHIP MILES 94.5

Township Snow Removal Costs for 2015 = \$1,059,363.59

Township Snow Removal Costs for Roads (98% x \$1,059,363.59) = \$1,038,176.31

Notes:

Amounts to be reimbursed = % of Township Roads x Township Road Cost

*Llewellyn Park reduced by \$3,988.80 reflecting cost of road salt supplied

RESOLUTION

RESOLVED by the Township Council of the Township of West Orange, County of Essex, State of New Jersey, that the **EMERGENCY AND NON EMERGENCY TREE SERVICES-2016** in the Township of West Orange, in accordance with the plans and specifications filed in the Engineering Division of the Department of Public Works, dated September 2012, approved by the Township Council, pursuant to an advertisement duly authorized therefore, be and the same is hereby awarded to the below named bidder for a one year period with an option for two additional one year periods:

RICH TREE SERVICE, INC.

325 BERGEN STREET

SOUTH PLAINFIELD, NEW JERSEY 07080

who submitted the lowest responsive bid.

BE IT FURTHER RESOLVED that the following unit prices be awarded:

DESCRIPTION	EMERGENCY HOURLY RATE	NON EMERGENCY HOURLY RATE
75' Bucket Truck, 12 c.y. chipping Body 14" capacity brush chipper and (3) men crew	\$ 195.00	\$175.00
(1) 7 ton log loading crane and Operator	\$ 75.00	\$ 50.00
(1) 2 man brush chipping crew with brush chipper and 12 c.y. chipper truck	\$ 150.00	\$125.00
(1) 20 ton 100' tree crane with NJ Certified Operator, Climber and Groundsperson	\$ 200.00	\$150.00
(1) 30 h.p. or larger stump grinder	\$ 50.00	\$ 50.00
TOTALS	\$ 670.00	\$550.00

BE IT FURTHER RESOLVED that this award is subject to a 2016 Budget appropriation for contractual tree services and that the authorization to perform the work specified above is contingent

upon the execution of a valid purchase order between the Township and the vendor(s) prior to the commencement of the work.

BE IT FURTHER RESOLVED that Certified Checks and/or Bid bonds of all except the lowest responsive bidder be forthwith returned, and the Mayor and Township Clerk be and they are respectively authorized to execute and attest a contract for the foregoing.

KAREN J. CARNEVALE, MUNICIPAL CLERK

VICTOR CIRILO, COUNCIL PRESIDENT

Adopted: February 23, 2016

I hereby Certify funds are available from:

*Account No. 01-2010-00-7202-091
Contracted Tree Services*

JOHN GROSS, CHIEF FINANCIAL OFFICER

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 No.</u>
Morristown Beard School Off Prem 50/50	April 16, 2016	757 Eagle Rock Avenue	7277
Susan G Komen Breast Cancer Fdn Inc North Jersey Affiliate On Prem Merch	March 4, 2016	757 Eagle Rock Avenue	7278
Overlook Auxiliary Inc On Prem Merch	April 8, 2016	1 Crest Drive	7279
Clara Maass FDN to Support Clara Maass Health System Aux Off Prem 50/50	May 9, 2016	25 Prospect Avenue	7280
Fathers Club Seton Hall Prep Tricky Tray	April 23, 2016	120 Northfield Ave.	7281
Fathers Club Seton Hall Prep On Prem 50/50	April 23, 2016	120 Northfield Ave.	7282
Green Hill Inc On Prem Merch	April 28, 2016	757 Eagle Rock Avenue	7283
Playhouse Inc. On Prem Merch	April 2, 2016	88 Franklin Avenue	7284

Karen J. Carnevale, Municipal Clerk

Victor Cirilo, Council President

Adopted: February 23, 2016

RESOLUTION

WHEREAS, the Township Council of the Township of West Orange authorized a Professional Services Contract with Crew Engineers, Inc., 1250 Route 23 North, Butler, New Jersey 07405 by Resolution No. 273-15 dated November 24, 2015 in the amount of \$26,400 to prepare plans, specifications and bid documents for the project 2016 Street Improvements; and

WHEREAS, during severe winter weather the Municipal Engineer observed standing and freezing water on sections of two streets in the 2016 Improvement Program – Spring Hill Drive and South Valley Road, and

WHEREAS, the Municipal Engineer requested Crew Engineers, Inc., investigate extending the existing drainage collection systems in each street to correct these drainage problems; and

WHEREAS, Crew Engineers estimates an additional fee of \$2,000.00 to perform field work and drainage system designs for the extension of the storm sewer systems on each street; and

WHEREAS, this additional fee is acceptable to the Municipal Engineer; and

WHEREAS, sufficient funds exist for this additional field and design work, and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that an additional appropriation of \$2,000.00 be authorized for Crew Engineers, Inc., 1250 Route 23 North, Butler, New Jersey 07405 for additional field and design work to extend the drainage systems on Spring Hill Drive and South Valley Road as part of the project 2016 Street Improvements.

Karen J. Carnevale, RMC, Municipal Clerk

Victor Cirilo,
Council President

Adopted: February 23, 2016

I hereby certify funds are available to me

John Gross, Chief Financial Officer

Account No. 03 2450 15 0060 010
2015 Street Resurfacing

RESOLUTION

WHEREAS, on January 7, 2016 pursuant to the requirements of the Local Public Contracts Law the Township of West Orange advertised for bids for the service contract entitled “2016 The Maintenance of Various Township Owned Parcels, Including Turf Maintenance, Litter and Debris Collection, Weed Control and Fall Leaf Collection and Disposal” prepared by the Engineering Division of the Township of West Orange dated January 2016; and

WHEREAS, on February 9, 2016 the Township received two bids for this service contract; and

WHEREAS, the Township Engineer reviewed the bid submissions which included a Base Bid and Base Bids for two additional one year periods and 54 Alternates for three one year periods commencing April 1 and concluding November 30 in 2016, 2017 and 2018; and

WHEREAS, upon review of the proposal of D’Onofrio & Son, Inc., Landscaping and based on the funds available for this service in the 2016 Operating Budget for the Township of West Orange the Township Engineer recommends awarding the following Bid Items to D’Onofrio and Son, Inc.,

Landscaping, 47 Van Ness Terrace, Maplewood, New Jersey 07040:

1.	Base Bid – 1 Turf Maintenance Litter and Debris Collection, Weed Control Leaf Collection – All Parcels	\$ 89,900.00
2.	Alternate 1B - 1 Maintenance of Shrubs & Beds for Trees, Shrubs and Flowers – All Parcels	\$ 8,750.00
3.	Alternate 1C - 1 Chemical and Fertilizer Application All Parcels	\$ 32,000.00
4.	Alternate 6 -1 Mulch Maintenance (Allowance)	\$ 4,350.00
	TOTAL	\$135,000.00

5. Alternate 6-1, Hourly Rates for specified services for parcels not itemized in the Bid Documents:

Initial Property Cleanup	\$125/hr.
Weekly Maintenance	\$ 40/hr.
Biweekly Maintenance	\$ 80/hr.
Fall Cleanup	\$150/hr.

for the period April 1, 2016 to November 30, 2016; and

WHEREAS, D’Onofrio & Son, Inc., Landscaping bid the same amount for the same alternates for the periods April 1, 2017 to November 30, 2017 and April 1, 2018 to November 30, 2018; and

WHEREAS, D’Onofrio & Sons, Inc., Landscaping strictly complied with all bid submission requirements and is thus the lowest responsive bidder for the services described in the Base Bid and Alternates selected; and

WHEREAS, sufficient funds exist for this contract; 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 service contract entitled “2016 The Maintenance of Various Township Owned Parcels, Including Turf Maintenance, Litter and Debris Collection, Weed Control and Fall Leaf Collection and Disposal” be awarded to D’Onofrio & Son Inc., Landscaping, 47 Van Ness Terrace, Maplewood, New Jersey 07040 in the amount of \$135,000 for the Base Bid-1, Alternate 1B-1, Alternate 1C-1 and Alternate 7 - 1 with an allowance of \$4,350.00 for the period April 1, 2016 to November 30, 2016.

BE IT FURTHER RESOLVED that the unit prices bid in Alternate 6-1 for specific services for parcels not itemized in the Bid Documents be awarded to D’Onofrio and Son, Inc., Landscaping for Initial Property Cleanup \$125.00 per hour, Weekly Maintenance \$40.00 per hour, Biweekly Maintenance \$80.00 per hour and Fall Cleanup \$150.00 per hour for the period April 1, 2016 to November 30, 2016.

BE IT FURTHER RESOLVED by the Township Council of the Township of West Orange that the option to extend this contract for two additional one year periods April 1, 2017 to November 30, 2017

and April 1, 2018 to November 30, 2018, for the Base Bid and Alternates described above in the amount of \$135,000 for each year and the unit prices in Alternates 6-2 and 6-3 be awarded to D'Onofrio & Son, Inc., Landscaping.

Karen J. Carnevale, RMC, Municipal Clerk

Victor Cirilo, Council President

Adopted: February 23, 2016

I hereby certify funds are available from:

BUILDING AND GROUNDS

ACCOUNT NO.: 01-2010-00-7101-116

John Gross, Chief Financial Officer

**2016 THE MAINTENANCE OF VARIOUS TOWNSHIP OWNED PARCELS, INCLUDING TURF MAINTENANCE,
LITTER & DEBRIS COLLECTION, WEED CONTROL & FALL LEAF COLLECTION & DISPOSAL**

BID DATE: FEBRUARY 9, 2016

SUMMARY OF BIDS

	D'ONOFRIO & SON INC. 47 VAN NESS TERRACE MAPLEWOOD, N.J. 07040	PAT SCANLAN LANDSCAPING, INC. P.O. BOX 1136 NEW CITY, N.Y. 10956	68-16
A. BASE BID - TURF MAINTENANCE LITTER & DEBRIS COLLECTION INCLUDING DISPOSAL, WEED CONTROL LEAF COLLECTION & DISPOSAL ALL PARCELS			
1ST YEAR	\$89,900.00	\$104,300.00	
2ND YEAR	\$89,900.00	\$104,300.00	
3RD YEAR	\$89,900.00	\$104,300.00	
B.ALTERNATE 1B-MAINTENANCE OF SHRUBS & BEDS FOR TREES SHRUBS & FLOWERS, ALL PARCELS			
1ST YEAR	\$8,750.00	\$23,700.00	
2ND YEAR	\$8,750.00	\$23,700.00	
3RD YEAR	\$8,750.00	\$23,700.00	
C. ALTERNATE 1C CHEMICAL & FERTILZER APPLICATION, ALL PARCELS			
1ST YEAR	\$32,000.00	\$18,750.00	
2ND YEAR	\$32,000.00	\$18,750.00	
3RD YEAR	\$32,000.00	\$18,750.00	
D. ALTERNATE 1D-FINAL FALL CLEANUP ALL PARCELS			
1ST YEAR	\$4,350.00	\$29,500.00	
2ND YEAR	\$4,350.00	\$29,500.00	
3RD YEAR	\$4,350.00	\$29,500.00	
ALTERNATE 7-1 MAINTENANCE MULCH IN BEDS DISTRICT (ALLOWANCE)	\$65.00/ CY	\$100.00/ C.Y.	
F. ALTERNATE 6 PROPERTY CLEANUP AND MAINTENANCE OF UNSPECIFIED PROPERTIES			
INITIAL PROPERTY CLEANUP	\$125/HR	\$160HR	
WEEKLY MAINTENANCE	\$40/HR	\$220/HR	
BIWEEKLY MAINTENANCE	\$80/HR	\$160/HR	
FALL CLEANUP	\$150/HR	\$220/HR	
SUM OF A, B & C PLUS ALLOWANCE FOR MULCH			
1ST YEAR	\$135,000.00	\$153,450.00	
2ND YEAR	\$135,000.00	\$153,450.00	
3RD YEAR	\$135,000.00	\$153,450.00	

RESOLUTION

WHEREAS, Tecnicarts, Inc., P.O. Box 788, Clarksburg, N.J. 08510, the developer of a three lot major subdivision on Old Indian Road has cash on deposit with the Township in the amount of \$28,650.00; and

WHEREAS, the cash on deposit is sufficient to complete the outstanding improvements associated with this subdivision which includes the final road hot mix asphalt surface course, street shade trees and survey monuments; and

WHEREAS, the Surety Bond posted by Tecnicarts, Inc., by North American Specialty Insurance Co., of Needham, MA in the amount of \$12,724.14 is no longer required since the cash deposit represents the entire Performance Guarantee; and

WHEREAS, the Municipal Engineer by letter dated February 17, 2016 recommends the Surety Bond provided by North American Specialty Insurance Co., be released; 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 Surety Bond posted by Tecnicarts, Inc.; P.O. Box 788, Clarksburg, N.J. 08510 and provided by North American Specialty Insurance Co., 160 Gould Street, Suite 118, Needham, MA 02494 as Bond No. 184499 in the amount of \$12,724.14 is released.

BE IT FURTHER RESOLVED that certified copies of this Resolution be sent to Tecnicarts, Inc. and North American Specialty Insurance Co.

KAREN J. CARNEVALE, RMC, MUNICIPAL CLERK

VICTOR CIRILO, COUNCIL PRESIDENT

Adopted: February 23, 2016

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") issued a Summons bearing Complaint No. SC-034801 for failure to maintain the exterior premises of certain real property located at 2 Belgrade Terrace, West Orange, New Jersey (the "Property") on October 2, 2014; and

WHEREAS, the Property was examined by Forester John Linson, who determined that a tree on the Property was in dead and hazardous condition, and recommended that the tree be removed for safety immediately; and

WHEREAS, the owner of the Property (the "Owner") was issued the Summons and failed to remove the dead tree from the Property; and

WHEREAS, the West Orange Municipal Court (the "Court") entered an Order on December 9, 2015 (the "December 9 Order"), permitting the Township or a third-party vendor to enter onto the Property to remove the hazardous tree; and

WHEREAS, the December 9 Order was served on the Owner by posting the December 9 Order on the door of the Property, certified mail, and first class mail; and

WHEREAS, the dead tree was removed from the Property on December 19, 2015 by Friendly Tree Experts, Inc., a third-party contractor hired by the Township to remove the hazardous tree; and

WHEREAS, the itemized bill for the removal of the tree, a copy of which is annexed hereto as **Exhibit A**, reflects that the total cost of the services associated with the removal of the tree was \$4,175.00; and

WHEREAS, the December 9 Order permitted the Township to seek reimbursement for the expenses incurred to abate the violation; and

WHEREAS, on January 22, 2015, the Township requested reimbursement by the Owner for the expenses incurred to abate the violation; and

WHEREAS, the Owner failed to reimburse the Township for the expenses incurred to abate the violation; and

WHEREAS, the December 9 Order permits the Township to seek an Order allowing the claim to be recorded as a lien on the Property; and

WHEREAS, the Court entered an Order on February 17, 2016 permitting the Township to record a lien on the Property, and to collect statutorily authorized interest on that lien as set forth in N.J.S.A. 54:4-67;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that a lien in the amount of \$4,175.00 shall be placed against 2 Belgrade Terrace, West Orange for the cost of services required to remove the hazardous tree on the Property; and be it further

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

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

**Victor Cirilo
Council President**

Adopted: February 23, 2016

RESOLUTION OF THE TOWNSHIP OF WEST ORANGE IN THE COUNTY OF ESSEX, NEW JERSEY AUTHORIZING THE TERMINATION AND DISCHARGE OF CERTAIN RECORDED DOCUMENTS RELATING TO BLOCK 66, LOTS 1, 5 AND 7 WITHIN THE DOWNTOWN REDEVELOPMENT AREA, COMMONLY KNOWN AS THE EDISON BATTERY SITE

WHEREAS, the Township Council of the Township of West Orange, (the “**Township**”), acting by resolution, determined that the Downtown Redevelopment Area was an “area in need of redevelopment” pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”); and

WHEREAS, on February 9, 2003 the Township Council enacted a redevelopment plan for the Downtown Redevelopment Area (as amended and supplemented from time to time, the “**Redevelopment Plan**”); and

WHEREAS, the Township and Prism Green Associates IV, LLC (“**Prism**”) entered into that certain Redevelopment Agreement dated as of December 20, 2006 (as amended and supplemented, the “**Original Redevelopment Agreement**”); and

WHEREAS, the Original Redevelopment Agreement authorized Prism to redevelop certain properties including but not limited to Block 66, Lots 1, 5 and 7, commonly known as the Edison Battery Site (collectively, the “**Phase 1 Property**”) in accordance with the terms thereof; and

WHEREAS, the Township and Prism entered into that certain Modification Agreement dated August 8, 2014 with respect to the redevelopment of the Edison Battery Parcels (the “**Modification Agreement**”) (as further defined therein, the “**Phase 1 Project**”); and

WHEREAS, Prism’s affiliate GP 177 Main Urban Renewal, LLC, an urban renewal entity formed in accordance with the provisions of the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.* (“**GP 177**”) became the fee title owner of the Phase 1 Property; and

WHEREAS, pursuant to the Original Redevelopment Agreement the Deed from the Township to GP 177 (dated April 17, 2009 and recorded on April 21, 2009 at Book 12189, Page 9653, bearing Instrument Number 9030317), provided in relevant part that the conveyance was subject to a limited right of reverter that the Township could, but was not obligated to, exercise in the event of termination of the Original Redevelopment Agreement in an event of default (collectively, the “**Reverter**”); and

WHEREAS, also pursuant to the Original Redevelopment Agreement, that certain Declaration of Covenants and Restrictions (dated April 17, 2009 and recorded on April 21, 2009 at Book 12189, Page 9671, bearing Instrument Number 9030320, the “**Declaration**”) was recorded setting forth certain provisions of the Original Redevelopment Agreement with respect to the Phase 1 Property; and

WHEREAS, on August 11, 2015, the Township adopted Resolution 202-15 and Resolution 203-15 authorizing: (i) the rescission of the Original Redevelopment Agreement, as modified by the Modification Agreement, with respect to the Phase 1 Project and the Phase 1 Property; (ii) the rescission of the designation of Prism as redeveloper of the Phase 1 Project on the Phase 1 Property; (iii) the designation of DGP Urban Renewal, LLC as redeveloper of the Phase 1 Project on the Phase 1 Property; and (iv) the execution of a redevelopment agreement with DGP Urban Renewal, LLC as redeveloper of the Phase 1 Project on the Phase 1 Property, which agreement, in accordance with the terms thereof, is to be executed concurrently with the acquisition of the Phase 1 Property by DGP Urban Renewal, LLC; and

WHEREAS, upon the effectuation of the Resolutions described above, the Phase 1 Property and the Phase 1 Project shall no longer be subject to the Original Redevelopment Agreement as modified by the Modification Agreement; and

WHEREAS, in order to remove any cloud on the title to the Phase 1 Property that would arise from the continued existence of the Reverter and/or the Declaration (each of which relates to the Original Redevelopment Agreement) once the Original Redevelopment Agreement no longer governs the Phase 1 Property, the Township wishes to execute a termination and discharge of each of the Reverter and the Declaration, on the terms and conditions set forth herein; and

WHEREAS, pursuant to *N.J.S.A. 40A:12A-22(j)* of the Redevelopment Law, the Township is permitted to “release any right, title, claim ... upon such terms and at such prices as it determines to be reasonable”; and

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, in the County of Essex, New Jersey, as follows:

I. **GENERAL**

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

II. **EXECUTION OF TERMINATION AND DISCHARGE AUTHORIZED**

(a) The Mayor is hereby authorized to execute and deliver a Termination of the Reverter (the “**Termination of Reverter** ”), a form of which is attached hereto as **Exhibit A**, together with such additions, deletions and modifications as are necessary and desirable in consultation with counsel to effectuate the same.

(b) The Township Clerk is hereby authorized and directed, upon execution of the Termination of Reverter in accordance with the terms of Section II(a) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the Township upon such document.

(c) The Mayor is hereby authorized to execute and deliver a discharge of the Declaration (the “**Declaration Discharge**”), a form of which is attached hereto as **Exhibit B**, together with such additions, deletions and modifications as are necessary and desirable in consultation with counsel to effectuate the same.

(d) The Township Clerk is hereby authorized and directed, upon execution of the Declaration Discharge in accordance with the terms of Section II(c) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the Township upon such document.

(e) Upon execution of the Termination of Reverter and the Declaration Discharge in accordance with the terms hereof, such Termination of Reverter and Declaration Discharge shall be held in escrow by counsel for the Township to be released from escrow at the closing of title for the transfer of the Phase 1 Property from GP 177 to DGP Urban Renewal, LLC.

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 Clerk.

V. **EFFECTIVE DATE**

This Resolution shall take effect immediately.

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 **February 23, 2016**.

Karen J. Carnevale, RMC, Township Clerk

Exhibit A

Form of Termination of Reverter

Record and Return to:
Jennifer L. Credidio, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, 2nd Floor
Roseland, New Jersey 07068

**TERMINATION OF THAT CERTAIN REVERTER SET FORTH IN
DEED BOOK 12189, PAGE 9653 PERTAINING TO BLOCK 66, LOT 1, 5
AND 7 IN THE TOWNSHIP OF WEST ORANGE.**

(Record in Deed Book)

WHEREAS, the Township Council of the Township of West Orange, (the “**Township**”), acting by resolution, determined that the Downtown Redevelopment Area was an “area in need of redevelopment” pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”); and

WHEREAS, on February 9, 2003 the Township Council enacted a redevelopment plan for the Downtown Redevelopment Area (as amended and supplemented from time to time, the “**Redevelopment Plan**”); and

WHEREAS, the Township and Prism Green Associates IV, LLC (“**Prism**”) entered into that certain Redevelopment Agreement dated as of December 20, 2006 (as amended and supplemented, the “**Original Redevelopment Agreement**”); and

WHEREAS, the Original Redevelopment Agreement authorized Prism to redevelop certain properties including but not limited to Block 66, Lots 1, 5 and 7, commonly known as the Edison Battery Site (collectively, the “**Phase 1 Property**”) in accordance with the terms thereof; and

WHEREAS, the Township and Prism entered into that certain Modification Agreement dated August 8, 2014 with respect to the redevelopment of the Edison Battery Parcels (the “**Modification Agreement**”) (as further defined therein, the “**Phase 1 Project**”); and

WHEREAS, pursuant to the Original Redevelopment Agreement, the Township conveyed the Phase 1 Property to Prism’s affiliate GP 177 Main Urban Renewal, LLC, an urban renewal entity formed in accordance with the provisions of the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.* (“**GP 177**”) by Deed dated April 17, 2009 and recorded on April 21, 2009 in the Essex County Register’s Office in Deed Book 12189, Page 9653 (the “**Deed**”); and

WHEREAS, pursuant to the Original Redevelopment Agreement the Deed states in relevant part:

“This conveyance is also subject to a limited right of reverter which the Township of West Orange may, but is not obligated to, exercise

in the event of an Event of Default, as defined in the aforesaid Redevelopment Agreement, that results in the termination of the Redevelopment Agreement prior to the issuance of a Certificate of Completion. This limited right of reverter shall expire upon the issuance of a Certificate of Completion by the Township of West Orange for the relevant redevelopment project phase(s) or portion thereof.

AT ALL TIMES, THE TOWNSHIP'S LIMITED RIGHT OF REVERTER SHALL BE ABSOLUTELY AND IRREVOCABLY SUBORDINATED TO THE LIEN OF THE FINANCING DOCUMENTS, THE RAB (AS SUCH TERM IS DEFINED IN THE REDEVELOPMENT AGREEMENT) AND ANY AND ALL RIGHTS OF THE MORTGAGEE AND THE BONDHOLDERS OF THE RAB, REGARDLESS OF WHEN THE LIEN OF THE FINANCING DOCUMENTS, THE RAB, AND THE RIGHTS OF THE MORTGAGEE AND THE BONDHOLDERS OF THE RAB ARE PERFECTED UNDER LAW AND REGARDLESS OF WHETHER THE TIMING OF SUCH PERFECTION UNDER LAW, IN THE ABSENCE OF ANY OTHER ACTION, AFFECTS THE PRIORITY OF THE LIEN OF THE FINANCING DOCUMENTS, THE RAB, OR THE RIGHTS OF THE MORTGAGEE AND THE BONDHOLDERS OF THE RAB OVER THE LIMITED REVERSIONARY RIGHTS OF THE TOWNSHIP."

collectively the "Reverter."

WHEREAS, as of the date hereof the Township has: entered into an agreement with Prism terminating the Original Redevelopment Agreement with respect to the Phase 1 Property; entered into a redevelopment agreement with DGP Urban Renewal, LLC with respect to the Phase 1 Property (the "**DGP Agreement**"); and consented to a conveyance of the Phase 1 Property from GP177 to DGP Urban Renewal, LLC; and

WHEREAS, in order to remove any cloud on the title to the Phase 1 Property that would arise from the continued existence of the Reverter, which relates only to the Original Redevelopment Agreement and not the DGP Agreement, the Township seeks to terminate, release, cancel and discharge the Reverter, on the terms and conditions set forth herein.

NOW, THEREFORE, IT IS HEREBY CERTIFIED by the Township of West Orange that the Reverter is no longer of any force or effect with respect to the Phase 1 Property, and is hereby now and forever terminated, released, discharged, cancelled and void. All other provisions of the Deed shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Exhibit B

Form of Declaration Discharge

Record and Return to:
Jennifer L. Credidio, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, 2nd Floor
Roseland, New Jersey 07068

**DISCHARGE OF THAT CERTAIN DECLARATION OF COVENANTS AND
RESTRICTIONS DATED APRIL 17, 2009
with Respect to Block 66, Lots 1, 5 and 7
in the Township of West Orange (the “Phase 1 Property”)**

(Record in Mortgage Book)

This Discharge of Declaration of Covenants and Restrictions (“**Discharge**”) is made this _____ day of February, 2016 by the **TOWNSHIP OF WEST ORANGE** (the “**Township**”), a municipal corporation of the State of New Jersey having its offices at 66 Main Street, West Orange, New Jersey 07052.

WITNESSETH

WHEREAS, the Township and Prism Green Associates IV, LLC (“**Prism**”) entered into that certain Redevelopment Agreement dated as of December 20, 2006 (as amended and supplemented, the “**Original Redevelopment Agreement**”); and

WHEREAS, the Original Redevelopment Agreement authorized Prism to redevelop the Phase 1 Property in accordance with the terms thereof; and

WHEREAS, pursuant to the Original Redevelopment Agreement, that certain Declaration of Covenants and Restrictions (dated April 17, 2009 and recorded on April 21, 2009 at Book 12189, Page 9671, bearing Instrument Number 9030320, the “**2009 Declaration**”) was recorded setting forth certain provisions of the Original Redevelopment Agreement with respect to the Phase 1 Property; and

WHEREAS, as of the date hereof: the Township has entered into an agreement with Prism terminating the Original Redevelopment Agreement with respect to the Phase 1 Property; the Township has entered into a redevelopment agreement with DGP Urban Renewal, LLC with respect to the Phase 1 Property (the “**DGP Agreement**”); and a new declaration of covenants and restrictions (the “**2016 Declaration**”) has been executed with respect to the Phase 1 Property and submitted for recording,

NOW, THEREFORE, IT IS HEREBY CERTIFIED by the Township of West Orange that the 2009 Declaration is no longer of any force or effect with respect to the Phase 1 Property, and is hereby now and forever, terminated, released, discharged, cancelled and void.

RESOLUTION OF THE TOWNSHIP OF WEST ORANGE IN THE COUNTY OF ESSEX, NEW JERSEY AUTHORIZING REVISIONS TO AN AGREEMENT WITH DGP URBAN RENEWAL LLC FOR THE REDEVELOPMENT OF CERTAIN PROPERTY IN THE DOWNTOWN REDEVELOPMENT AREA COMMONLY KNOWN AS THE EDISON BATTERY FACTORY

WHEREAS, pursuant to the Local Redevelopment and Housing Law (*N.J.S.A. 40A:12A-1 et seq.*), the Township Council (the “**Township Council**”) of the Township of West Orange (the “**Township**”), acting by resolution, determined that the Downtown Redevelopment Area was an “area in need of redevelopment” in accordance with *N.J.S.A. 40A:12A-6(b)*; and

WHEREAS, on February 9, 2003 the Township Council approved an Ordinance adopting a redevelopment plan for the Downtown Redevelopment Area (as amended and supplemented from time to time, the “**Redevelopment Plan**”); and

WHEREAS, the Township and Prism Green Associates IV, LLC (“**Prism**”) entered into that certain Redevelopment Agreement dated as of December 20, 2006 (as amended and supplemented, the “**Original Redevelopment Agreement**”); and

WHEREAS, the Original Redevelopment Agreement authorized Prism to redevelop certain properties including but not limited to Block 66, Lots 1, 5 and 7 (collectively, the “**Edison Battery Parcels**”) in accordance with the terms thereof; and

WHEREAS, the Township and Prism entered into that certain Modification Agreement dated August 8, 2014 with respect to the redevelopment of the Edison Battery Parcels (the “**Modification Agreement**”) (as further defined therein, the “**Phase 1 Project**”); and

WHEREAS, Prism’s affiliate GP 177 Main Urban Renewal, LLC, an urban renewal entity formed in accordance with the provisions of the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.* (the “**Exemption Law**”) (“**GP 177**”) became the fee title owner of the Edison Battery Parcels; and

WHEREAS, on July 15, 2015, DGP Urban Renewal LLC (“**DGP**”), an urban renewal entity qualified to do business under the Exemption Law, proposed to the Township that the Township authorize DGP to take ownership of and develop the Phase 1 Project as the designated redeveloper thereof; and

WHEREAS, on August 11, 2015, the Township: acting by Resolution 202-15 authorized the termination of that certain Modification Agreement dated August 8, 2014 granting Prism and GP 177 certain redevelopment rights with respect to the Phase 1 Project Site; and acting by Resolution 203-15 authorized the execution of a redevelopment agreement with DGP authorizing DGP to undertake the Phase 1 Project and establishing the rights and obligations of DGP with respect to the same (“**DGP Redevelopment Agreement**”); and

WHEREAS, in connection with the finalization of construction financing for the Phase 1 Project, DGP has requested certain revisions to the form of the DGP Redevelopment Agreement, as further described herein; and

WHEREAS, the Township wishes to authorize the execution of the DGP Redevelopment Agreement with such revisions so that the construction financing for the Phase 1 Project can be completed,

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, in the County of Essex, New Jersey, as follows:

I. GENERAL

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

II. EXECUTION OF DGP REDEVELOPMENT AGREEMENT

(a) The Mayor is hereby authorized to execute the DGP Redevelopment Agreement, as approved by Resolution 203-15, as modified by the revisions set forth at Exhibit A attached hereto and by this reference incorporated herein, together with such additions, deletions and modifications as are necessary and desirable in consultation with counsel to effectuate the same.

(b) The Township Clerk is hereby authorized and directed, upon execution of the Agreement in accordance with the terms of Section II(a) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the Township upon such document.

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.

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 **February 23, 2016**.

Karen Carnevale, RMC, Township Clerk

Exhibit A

Section 4.1(a)(i), Project Implementation:

The second paragraph of Section 4.1(a)(i), reading:

“Unless otherwise tolled or adjusted as provided for in this Agreement, Commencement of Construction of the Phase 1 Project will commence by September 30, 2015 and Completion of Construction of Phase 1 Project will take place by September 30, 2017.”

shall be stricken and replaced with the following:

“Unless otherwise tolled or adjusted as provided for in this Agreement, Commencement of Construction of the Phase 1 Project will commence within thirty (30) days of the date hereof, and Completion of Construction of Phase 1 Project will take place by February 1, 2019.

It is the intention of the Parties that the Construction Schedule attached hereto as Exhibit D shall constitute the paramount Construction Schedule for the Phase 1 Project and that any substantial completion dates set forth in any other agreements between the Parties, including but not limited to the Financial Agreement, shall be construed as and deemed to be estimates. As such, it is the intention of the Parties that, so long as the Redeveloper is in compliance with the Construction Schedule hereunder, the failure to comply with such estimated dates shall not be construed as a default hereunder or under such other agreements between the Parties including the Financial Agreement.”

Section 10.2, Remedies Upon Event of Default:

The following language shall be added at the end of the first paragraph of Section 10.2:

“The Township agrees that it shall not terminate this Agreement or Redeveloper’s designation as redeveloper hereunder until Mortgagee’s cure period as set forth in Section 9.3 hereof has expired without the Mortgagee having commenced a cure or remedy of such default.”

Section 10.7, Replacement of Redeveloper:

The underlined language shall be included in Section 10.7(2):

“10.7 Replacement of Redeveloper. Upon termination of this Agreement by the Township due to an Event of Default by the Redeveloper, the Township shall, pursuant to their responsibilities under Applicable Law, use reasonable efforts to designate a replacement developer for the Phase 1 Project. Such replacement redeveloper shall be designated as soon and in such a manner as the Township

shall find feasible and consistent with the objectives of the Applicable Law and of the Redevelopment Plan. Consistent with Section 4.3(a), Redeveloper shall deliver to the Township originals of all Plans and Specifications and other Phase 1 Project documents to the extent in the possession and control of the Redeveloper or its consultants, contractors, engineers, architects or agents, and shall upon request execute assignments of all Phase 1 Project documents and other rights and agreements pertaining to the Phase 1 Project in favor of the Township. Any proceeds resulting from the designation of the replacement redeveloper shall be applied as follows:

(1) First, to all Township Costs;

(2) Second, to reimburse the Redeveloper, its successors or transferees up to the amount equal to the Redeveloper's actual costs (including debt secured by a mortgage but exclusive of profit and development or management fees paid to Redeveloper or its affiliates) associated with the Phase 1 Project, for land acquisition, engineering, site improvement, development costs and other costs expressly required by this Agreement; and

(3) Any remaining balance after such reimbursements shall be remitted to the Township.”

Section 11.1, Insurance – General Requirements:

Section 11.1 reads in part:

“11.1 Insurance – General Requirements. At all times during the term of this Agreement the Redeveloper shall maintain, or cause to be maintained, insurance for the mutual benefit of the Township and Redeveloper as their interests may appear:

(A) Loss or damage by fire, and such other risks as may be included in the standard form of extended coverage insurance from time to time available, in amounts sufficient to prevent the Township or Redeveloper from becoming a co-insurer within the terms of the applicable policies, and in any event, in amounts not less than 100% of the then full insurable value of the Phase 1 Project;

(B) War risks, when and to the extent that such insurance is generally obtainable from the United States Government or an agency thereof, in an amount sufficient to prevent the Township or Redeveloper from becoming a co-insurer within the terms of the applicable policy, and, in any event, in an amount not less than 100% of the then full such lesser amount as insurable value of either the Phase 1 Project or the amount that the United States Government or an agency thereof limits the insured to obtaining;”

The following language shall be added at the end of Section 11.1(B):

“The Township agrees that the Township’s interest in the insurance coverages described in Section 11.1(A) and (B) is subject to the interest of a Mortgagee in such insurance;”

Exhibit D, Construction Schedule:

Exhibit D, reading:

“Certain demolition, remediation and site work originally commenced in 2009. Construction of the Phase 1 Project is scheduled to commence no later than September 30, 2015 with an anticipated substantial completion date of on or about September 30, 2017.”

shall be stricken and replaced with the following:

“Unless otherwise tolled or adjusted as provided for in this Agreement, Commencement of Construction of the Phase 1 Project will commence within thirty (30) days of the date hereof, and Completion of Construction of Phase 1 Project will take place by February 1, 2019.”

**AN ORDINANCE AMENDING THE REVISED GENERAL ORDINANCES OF THE
TOWNSHIP OF WEST ORANGE, CHAPTER 23, SECTION 1.1, ESTABLISHING FEES
AND RATES AT GINNY DUENKEL POOL FOR THE 2016 SEASON
(GINNY DUENKEL POOL)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 23 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to revise the rates at the Ginny Duenkel Pool for the 2016 season.

II. CHAPTER 23, SECTION 1.1 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

23-1.1 Pool Fees and Rates.

The fees and rates at Ginny Duenkel Pool for 2016 shall be as follows:

- a. *Rec Shelter Parties.* Parties to be held in Rec Shelter area only during the months of July and August from 6:00 p.m. to 8:00 p.m., seven days a week, 25 person maximum. Fee is \$100.00 for rental of Rec Shelter and a fee of \$3.00 per person for non pool members and no charge for members.
- b. *Pool Parties Group Rates.* 2016

A.	1 to 100 people (Includes One Pool Manager and 3 Lifeguards)	\$275.00
B.	101 to 200 people (Includes One Pool Manager and 4 Lifeguards)	\$340.00
C.	201 to 300 people (Includes One Pool Manager and 8 Lifeguards)	\$585.00
D.	301 to 400 people (Includes One Pool Manager and 10 Lifeguards)	\$720.00
E.	401 to 500 people (Includes One Pool Manager, One Gate Attendant, and 12 Lifeguards)	\$875.00
F.	501 to 600 people (Includes One Pool Manager, Two Gate Attendants, and 15 Lifeguards)	\$1,000.00

*The above rates are based on a four (4) hour rental. Additional hours will be prorated.

c. *Individual and Family Rates.*

		<i>Standard</i>	<i>Early Bird</i>	<i>Weekender</i>
1.	<i>Single Membership</i>			
	Senior Citizen (Age 60 or Older)	\$125.00	\$ 95.00	N/A
	Senior Gold	\$135.00	\$ 105.00	N/A
	Individual	\$200.00	\$170.00	N/A
2.	<i>Family Membership</i>			
	Two Members of Immediate Family	\$280.00	\$250.00	\$195.00
	Three Members of Immediate Family	\$290.00	\$260.00	\$205.00
	Four Members of Immediate Family (\$5.00 for additional member over four)	\$310.00	\$280.00	\$210.00
	Senior Couple	\$200.00	\$170.00	N/A
	Senior Gold Couple	\$205.00	\$175.00	N/A

d. *Tailender Membership* (First Wednesday of August thru Labor Day).

Individual	\$120.00
Individual Senior	\$ 70.00
Two Members of Immediate Family	\$160.00
Three Members of Immediate Family	\$170.00
Four Members of Immediate Family (\$5.00 for additional member over four)	\$180.00

e. *Guest Fees.*

	<i>Weekday</i>	<i>Weekend</i>
Regular	\$8.00 per day	\$11.00 per day
Senior Citizen	\$4.00 per day	\$6.00 per day

f. *Children Swim Lesson Fees.*

1.	Members	
	Regular	\$50.00 per child
2.	Non-Members	
	Regular	\$100.00 per child

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.

XI. 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.

XII. 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: February 9, 2016

Adopted: February 23, 2016

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

Legislative History

This ordinance is drafted to revise the pool rates at the Ginny Duenkel Pool for the 2016 season.

AN ORDINANCE AMENDING CHAPTER 25, SECTIONS 4(b), 7.1, and 9.12 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (Standby Power Generators)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 25 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to revise the municipal code section governing land use regulation to incorporate a provision addressing issues related to the use of Standby Power Generators, including setback requirements.

II. CHAPTER 25, SECTION 4(b) SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

25-4 Definitions.

b. *Specific Definitions.*

* * * * *

Site plan, minor shall mean any development plan of one or more lots that does not involve planned development, any new street, or the extension of any off-tract improvement, the cost of which is to be prorated pursuant to N.J.S.A. 40:55D-42; and proposes development that would require not more than five new parking spaces over and above the existing permitted spaces on the site, pursuant to the Township's zoning requirements; and proposes development of not more than 1,000 square feet of new building floor area. (Ord. No. 2436-15 § 2)

Site Plan Review Advisory Board shall mean the Board established pursuant to N.J.S.A. 40:55D-39f and Section 25-51.15 as amended and supplemented. (Ord. No. 2436-15 § 2)

Standby Power Generator shall mean a permanently installed backup electric power source that is powered by natural gas, propane or diesel fuel and is integrated with the electrical system of the facility.

Store shall mean keeping for safe care or custody whether temporarily or permanently.

Story shall mean the space of a building between the surface of a floor and any floor next above it, or if there be no floor above it, then the space between the floor and the ceiling above it. A story shall also be constituted between a floor and roof above when sixty (60%) percent of the total floor area has a minimum

ceiling height of seven (7) feet six (6) inches. See Figures 4 and 5 for illustrations of story, half story and first story.

* * * * *

III. CHAPTER 25, SECTION 7.1 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

25-7.1 Zoning District Regulations.

**PART A: PERMITTED USES TABLE OF DISTRICT REGULATIONS
(Subsection 25-7.1)
West Orange Land Use Regulations**

ZONE	PERMITTED PRINCIPAL USES	PERMITTED ACCESSORY USES	PERMITTED CONDITIONAL USES
R-1	One family, detached dwelling Water reservoir, well tower, filter bed Federal, state, county or township building Golf course and golf club house Farm, nursery, greenhouse and similar uses Hospital	Required accessory parking Private garage Horticultural or agricultural building Customary accessory building or structure Private swimming pool Private recreation facility Home occupation Home professional office Signs Fences and dividing walls Farm produce stand for produce grown on premises Private storage shed Greenhouses Standby power generators	Commercial recreation Public school Private school Library Museum Park or playground Public utility building or structure Telephone exchange Private club, other than a golf club House of worship
R-2	SAME AS R-1 AND in addition Senior citizens housing project (Sen. C.H.) as defined in Sec. 25-4	SAME AS R-1	SAME AS R-1
R-3	SAME AS R-1	SAME AS R-1	SAME AS R-1 AND in addition Townhouse residential

			cluster development but EXCLUDING Commercial recreation
R-3AH	SAME AS R-3	SAME AS R-3	SAME AS R-3
R-4	SAME AS R-1	SAME AS R-1	SAME AS R-1 AND in addition Banquet and Conference centers but EXCLUDING Farm produce stands Commercial recreation
R-5	SAME AS R-1	SAME AS R-1	SAME AS R-4 AND in addition Hotels and Restaurants on ten (10) or more acres Townhouse/low-rise residential cluster development Additional off-street parking
R-6	SAME AS R-1	SAME AS R-1	SAME AS R-4 AND in addition Additional off-street parking
R-T	SAME AS R-1 AND in addition Two family dwelling	SAME AS R-1	SAME AS R-4 AND in addition Nursing home Long-term care residential health care facility Additional off-street parking
R-G	SAME AS R-1 AND in addition Garden apartment on site of 5 acres or more only Professional office building Offices for insurance Banks	SAME AS R-1	SAME AS R-4 AND in addition Senior citizens housing project Assisted living Congregate care facility Nursing home Long-term care residential health care facility Additional off-street parking
R-M	SAME AS R-T AND in addition Multi-family	SAME AS R-1	SAME AS R-G EXCLUDING Public school

	development		Private school Public utility building or structure Telephone exchange Library Museum Park or playground
OB-1	SAME AS R-1 AND in addition Office building	Required accessory parking Signs Standby power generators	SAME AS R-1 EXCLUDING Produce stand AND in addition Nursing home Long-term care residential health care facility Congregate care facility Assisted living Commercial antenna Check cashing facility
OB-2	SAME AS OB-1	SAME AS OB-1	SAME AS OB-1 EXCLUDING Check cashing facility AND in addition Senior citizens housing project
B-1	SAME AS R-T AND in addition Retail store Personal service store or studio Office or office building Business or vocational school Restaurant Bar Massage, bodywork or somatic therapy establishment	Required accessory parking Private garage Home occupation Home professional office Signs Vending machines Standby power generators	Motor vehicle fueling station Theater Public utility building or structure Telephone exchange Senior citizens housing project Hotel Private club, other than a golf club Video or amusement arcade Fast food restaurant Commercial antenna
B-2	Retail store Personal service store or studio Office or office building Business or vocational school Restaurant	SAME AS OB-1 AND in addition Vending machines	SAME AS B-1

	Bar Massage, bodywork or somatic therapy establishment		
P-C	Retail store Personal service store or studio Restaurant Bar Motor vehicle fueling station Post office Civic center, limited to assembly hall and non-commercial indoor recreation facilities Theater on lots of 8-acre minimum	Required accessory parking Required accessory truck loading spaces Private garage Signs Standby power generators	Video or amusement arcade Commercial antenna
O-R	Office building Post office Civic center, limited to assembly hall and non-commercial indoor recreation facilities Research laboratory	SAME AS P-C AND in addition Restaurant Bar	Commercial antenna
I	Light industry, including dry cleaning plants, machine shops, publishing or printing plants, research laboratories and steam laundries Office building Warehouse Self-storage facility Storage yard Wholesale business Motor vehicle fueling station Motor vehicle service station Car wash, Public utility building	SAME AS OB-1	Billiard parlor Bowling alley Commercial recreation Commercial antenna Motor vehicle sales establishment
R-C	Townhouses One family, detached dwelling	SAME AS R-1	SAME AS R-1 AND in addition Congregate care facility

			Assisted living
PURD	Townhouses Garden apartments Multi-family development	SAME AS R-1	SAME AS R-1 AND in addition Congregate care facility Assisted living
GA	Open space Recreation		
E-C, E-LR, E-MU, E-MR, HSD, MSS, HD: see the Downtown Redevelopment Plan for use regulations			
O-RA: see the Organon Redevelopment Plan for use regulations			
MUBR: see the Valley Road Area (Harvard Press) Redevelopment Plan for use regulations			

IV. CHAPTER 25, SECTION 9.12 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

25-9.12 Standby Power Generators.

A standby power generator shall be a permitted accessory use in all zoning districts and shall meet the following conditions:

- a. The generator shall not be located in a required front yard or side front yard, or in any easement, buffer zone, right-of-way or other restricted area.
- b. The generator shall be located a minimum of 10 feet from any side or rear property line.
- c. The generator shall be located a minimum of 10 feet from any operable window or door.
- d. The generator should be screened by landscaping to the extent practicable so that it is not visible from adjoining properties or any street.
- e. The self test for the generator shall only be permitted between 9:00 AM and 7:00 PM.

V. REPEAL OF CONFLICTING ORDINANCES

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

VI. SEVERABILITY

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

VII. EFFECTIVE DATE

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

Victor Cirilo
Council President

Robert D. Parisi
Mayor

Introduced: February 9, 2016

Adopted: February 23, 2016

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

Karen J. Carnevale, RMC
Municipal Clerk

Legislative History

This ordinance is drafted to incorporate into the land use chapter of the municipal code to provisions that address to use of standby power generators, including declaring standby power generators as a permitted use in all zones within the Township and to establishment setback requirements for standby power generators.

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