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CONFERENCE MEETING

AGENDA

Council Chambers – 66 Main Street, West Orange, NJ

July 12, 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)**

=====

6:30 P.M

- **Mayor's Proclamation – Rodolfo Rodriguez-Grand Marshall- NYC Hispanic Parade**
- **American Cancer Society – Relay for Life**
- **Call for Volunteers-Operation Hope Presented by Richard Trenk**
- **Social Media Day Recognition**

Council Liaison Announcements

7:00 P.M.

- **Public Meeting**

PUBLIC MEETING AGENDA-REVISED

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

Tuesday, July 12, 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 and Executive Session June 28, 2016**
- 5. *Report of Township Officers-None**
- 6. *Reading of Petitions and Communications and Bids- None**
- 7. *Bills**
- 8. *Resolutions**
 - a. 162-16 Resolution Appointing Joseph A. Deer, Esq. as Municipal Public Defender for the Township of West Orange at the Rate of \$350.00 Per Session (Legal-Trenk)
 - b. 163-16 Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to a Homestead Rebate Credit (Gagliardo)
 - c. 164-16 Resolution Authorizing the Auction of Abandoned Cars (DeSantis)
Vehicles in violation, accidents, and/or abandoned will be towed off the street by a licensed towing company designated by the Township. The Township is authorized to sell at Public Auction unclaimed vehicles pursuant to State and Local Laws.
 - d. 165-16 Resolution Authorizing a Subordination of Mortgage for 38 Freeman Place, Block 3.1, Lot 74 (Legal-Moon)
This resolution authorizes the execution of a subordination agreement allowing the subordination of a \$15,000 mortgage that the Township holds on the property at 38 Freeman Place to allow the owners to refinance their home.

- e. 166-16 Resolution Authorizing the Execution of a Discharge of Mortgage for 6 Seaman Road, Block 151.03, Lot 10 (Planning)
- f. 167-16 Resolution Authorizing the Execution of an Easement Agreement and Deed of Easement and Subordination Agreement for 23 Maple Avenue, Lot 38, Block 161.02 (Legal-Trenk)
- g. 168-16 Resolution Authorizing an Award of Contract to JTG Construction, Inc., 188 Jefferson Street, Suite 387, Newark, NJ 07105 in the Amount of \$143,462.00 (Lepore)
This resolution is for the Alisa Drive roadway improvements at Degnan Park.
- h. 169-16 Resolution Authorizing an Award of Contract to Reggio Construction, Inc., 1575 West Street, Fort Lee, NJ 07024 in the Amount of \$623,349.00 for the 2016 Road Improvements, Phase II, Watson Avenue (Lepore)
- i. 170-16 Resolution Authorizing Municipal Tax Lien Redemption in Installments (Gagliardo)
- j. 171-16 Resolution Authorizing the Tax Collector to Complete an Application to Participate in the Electronic Tax Sale Program and Submit Same to the Director of the Division of Local Government Services (Gagliardo)
- k. 172-16 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
- l. 173-16 Resolution Authorizing the Execution of a Joint Services Agreement with the Borough of Roseland for Animal Control Services (Legal-Moon)
Pursuant to the Agreement, the Borough of Roseland will pay the Township \$12,808.91 for the first year of the contract and \$13,449.36 for the second year of the contract.
- m. 174-16 Resolution Authorizing Matrix New World to Apply for a U.S. EPA Grant on Behalf of the Township.
This Resolution authorizes the Township's Licensed Site Remediation Professional, Matrix New World, who is currently assisting the Township with investigation and remediation of the Valley Central Corridor to apply for a grant being offered by the US EPA to possibly assist in the costs for the investigation and remediation costs related to the Valley Central Corridor.

9. Ordinances on Second and Final Reading-None

10. Ordinances on First Reading-None

11. ABC Hearing

- a. 568-16 Hearing on Renewal for Plenary Retail Consumption, Distribution and Club Licenses for the 2016-2017 License Term

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.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on this 12th day of July, 2016 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, with it Township Hall located at 66 Main Street, West Orange, New Jersey 07052, (the "TOWNSHIP") and Joseph A. Deer, Esq., attorney at law of the State of New Jersey, with an office at 571 Bloomfield Avenue, Verona, New Jersey 07044 ("Deer").

WITNESSETH THAT:

WHEREAS, pursuant to N.J.S.A. 2B:24-3, all municipalities are required to have a municipal public defender appointed by the governing body to perform the duties set forth in N.J.S.A. 2B:24-6; and

WHEREAS, the Governing Body of the Township of West Orange by resolution adopted July 12, 2016 has determined that it is in the best interests of the Township to retain the services of Joseph M. Deer, Esq. to serve as the Township's municipal public defender;

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 Joseph A. Deer, Esq. ("Deer") as the municipal public defender commencing on July 1, 2016 and the Township agrees to pay Deer at a rate of Three Hundred Fifty Dollars (\$350) per court session as an independent contractor ("Session Fee").

2. Deer shall be entitled to payment for such services rendered upon submission of duly executed vouchers on a monthly basis detailing the number of sessions actually rendered which shall be submitted to the Chief Financial Officer of the Township.

3. No later than July 15, 2016, Deer shall provide to the Township a proof of professional malpractice insurance in the amount of not less than \$500,000 per occurrence and \$1,000,000 in the aggregate. Deer shall maintain this level of insurance for the entire duration of his term as the Municipal Public Defender.

4. Deer is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the Township of West

Orange 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, statements 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.

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

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

8. This agreement may be terminated at any time on thirty (30) days written notice. No cause or justification is required for termination.

9. During the term of this agreement Deer shall be present at all municipal court sessions where a public defender's services may be needed. If an emergency arises, Deer shall be required to obtain a substitute public defender and provide notice to the Municipal Court Administrator, Municipal Prosecutor and Township Attorney. Such replacement shall receive the Session Fee for that session.

10. The initial term of this agreement shall expire on December 31, 2016; however, absent the selection of a new public defender, all terms and conditions of this agreement shall continue in full force and effect.

11. Both the Township and Deer agree to abide by the mandatory equal employment opportunity language as set forth in N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27.

12. During the performance of this contract, the Township agrees as follows:

(a) The Township, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with

respect to affectional or sexual orientation, the Township will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Township agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

The Township, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the Americans with Disabilities Act.

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

The Township agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as

established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the Township agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Township shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation to Subchapter 10 of the **Administrative Code at N.J.A.C. 17:27**.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

TOWNSHIP OF WEST ORANGE

By _____
Robert D. Parisi, Mayor

ATTEST:

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

JOSEPH A. DEER, ESQ.

By _____
Joseph A. Deer, Esq.

WITNESS:

163-16
July 12, 2016

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO A
HOMESTEAD REBATE CREDIT

WHEREAS, the below mentioned property received a 2016 Homestead Rebate Credit; The property sold and the seller is entitled to the rebate; the buyer paid the 2nd quarter in full, leaving the Homestead Rebate as a credit to be refunded to the seller.

NOW, THERFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and Treasurer of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the below mentioned taxpayer the sums indicated in full and final satisfaction

<u>Block</u>	<u>Lot</u>	<u>Name and Address</u>	<u>Amount</u>
75	13	Stewart Title Company % Estate of Alexander Stack 15 Mountain View Street West Orange, NJ 07052	\$ 379.70

TOTAL: \$ 379.70

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

Victor Cirilo
Council President

Adopted: July 12, 2016

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

John O. Gross, CFO

RESOLUTION
ABANDONED CAR AUCTION

Vehicles in violation, accidents, and/or abandoned will be towed off the street by a licensed Towing Company designated by the Township. The Township is authorized to sell at Public Auction unclaimed vehicles pursuant to State and Local Laws.

BE IT RESOLVED, by the Township Council of the Township of West Orange that the following recovered motor vehicles will be sold at Public Auction as described below:

The Purchasing Agent is hereby authorized to sell one (1) transferable vehicle title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date and time of sale is scheduled for Tuesday July 26, 2016 at 2:00 PM in following location:

Twin Towing
1 Lakeside Avenue
West Orange, NJ 07052

The Purchasing Agent is hereby authorized to sell six (6) transferable vehicle title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date and time of sale is scheduled for Tuesday July 26, 2016 at 3:00 PM in following location:

Select Towing
52 Washington Street
West Orange, NJ 07052

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

Victor Cirilo
Council President

Adopted: July 12, 2016

ADVERTISEMENT

ABANDONED CAR AUCTION NOTICE

In accordance with N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157 the Township of West Orange will hold for sale at public auction on Tuesday July 26, 2016 at 2:00 pm prevailing time, the vehicles listed below. Sale will be held and vehicles may be inspected at Twin Towing, Inc., 1 Lakeside Avenue, West Orange, NJ 07052.

<u>YEAR</u>	<u>MAKE</u>	<u>VEHICLE ID</u>
1996	ACU	JH4KA9659TC013103

In accordance with N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157 the Township of West Orange will hold for sale at public auction on Tuesday July 26, 2016 at 3:00 pm prevailing time, the vehicles listed below. Sale will be held and vehicles may be inspected at Select Towing, 52 Washington Street, West Orange, NJ 07052.

<u>YEAR</u>	<u>MAKE</u>	<u>VEHICLE ID</u>
2002	NISS	1N4AL11D72C278839
2000	NISS	1N4DL01D0YC137403
2003	SUB	4S3BH635737311478
1998	MAZ	1YVGF22C0W5733283
1994	SAT	1G8ZK557XRZ279075
2003	HON	1HGCM56323A001893

All of the above vehicles shall be sold as transferable titles. Sales are subject to payment of all accumulated towing and storage charges. A 25% deposit will be required in cash and the balance payable in payable in 24 hrs. Vehicles will be removed from the storage premises at buyer's expense within 48 hours of the sale date.

Anne DeSantis
Purchasing Agent

RESOLUTION

WHEREAS, the Township of West Orange Housing Rehabilitation Program has a mortgage against certain real property owned by Oscar and Amy Perez (the "Owners") residing at 38 Freeman Place, Block 3.1, Lot 74 (the "Property"), in the amount of Fifteen Thousand Dollars (\$15,000.00), which was dated May 30, 2007 and recorded in the Essex County Register's Office on September 20, 2008 in Book 12088, Page 7259 (the "WOHRP Mortgage"); and

WHEREAS, there is a first mortgage on the Property from Bank of America ("BOA") in the outstanding amount of One Hundred Fifty Thousand Two Hundred Fifteen Dollars (\$150,215.00) (the "First Mortgage"); and

WHEREAS, the Owners desire to refinance their home to obtain a new mortgage loan from Quicken Loans Inc. ("Quicken") in the amount of One Hundred Ninety Three Thousand, Six Dollars (\$193,006.00), and with an interest rate of 3.875% (the "New Mortgage"); and

WHEREAS, the New Mortgage will pay off the First Mortgage; and

WHEREAS, the Owner has requested that the Township of West Orange subordinate the WOHRP Mortgage to the New Mortgage; and

WHEREAS, the appraised value of the property is \$240,000; and

WHEREAS, based on the amount of the New Mortgage as compared to the First Mortgage, the proposed subordination will not materially change the equity available to satisfy the WOHRP Mortgage;

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to execute a Subordination of Mortgage, annexed hereto as Attachment "**A**," in favor of Quicken with respect to the Property and the Owners; and be it further

RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature on the Subordination of Mortgage; and be it further

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

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

Victor Cirilo
Council President

Adopted: July 12, 2016

4823-5108-4852, v. 1

Exhibit “A”

SUBORDINATION AGREEMENT

Loan No: 3358257921

This Agreement is made this _____, 2016 by **Township of West Orange**, whose address is _____ (the "Lienholder").

WHEREAS the Lienholder is the holder of a mortgage/deed of trust/lien in the principal amount of \$15,000.00 executed by **Oscar Perez and Aimee Perez, husband and wife** (the "Borrower"), dated May 30, 2007 and recorded on September 20, 2007, in Book 12088 Page 7259 in the records of Essex County ("Lienholder's Lien"), covering the property commonly known as 38 Freeman Place, West Orange, NJ 07052-4405 (the "Property") and legally described as:

Situated in the County of Essex, State of NJ:

(See attached Legal Description)

Tax ID No.: Block: 3.01 Lot : 74

WHEREAS Quicken Loans Inc. intends to make a loan to the Borrower in a principal amount not to exceed \$193,006.00 and dated on or about _____, 2016 to be secured by a mortgage/deed of trust granted to Mortgage Electronic Registration Systems Inc., as nominee for Quicken Loans Inc., its successors and or assigns, covering the Property ("Quicken Loans' Lien"), and

WHEREAS Quicken Loans Inc. will only make the loan to the Borrower provided that Lienholder's Lien is subordinate to Quicken Loans' Lien, and

WHEREAS Lienholder intends that Quicken Loans' Lien be prior and superior to Lienholder's Lien.

NOW, THEREFORE, it is agreed that in consideration of one dollar and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Lienholder agrees to subordinate and make Lienholder's Lien subordinate and junior in all respects to Quicken Loans' Lien.

Witnesses:

Signature _____

Printed Name _____

Signature _____

Printed Name _____

STATE OF _____)

ss

COUNTY OF _____)

Lienholder Signature:

Lienholder: Township of West Orange

Printed Name _____

Title _____

On _____, 2016 before me, _____ (Notary Name),
personally appeared _____ (Lienholder Representative),
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(Notary Signature)
Notary Public, County of _____, Acting in _____ County.
State of _____
My commission expires _____.

This instrument drafted by and after recording return to:
Quicken Loans Inc.
Subordination Dept.
635 Woodward Avenue
Detroit, MI 48226

TRACT #1

BEGINNING AT A POINT IN THE EASTERLY LINE OF FREEMAN PLACE DISTANT 175.00 FEET NORTHERLY FROM THE NORTHERLY LINE OF TREMONT AVENUE; THENCE
(1) ALONG THE EASTERLY LINE OF SAID FREEMAN PLACE, NORTH 23 DEGREES 14 MINUTES EAST, 37.50 FEET; THENCE
(2) SOUTH 63 DEGREES 30 MINUTES EAST, 100.00 FEET; THENCE
(3) SOUTH 23 DEGREES 14 MINUTES WEST, 37.50 FEET; THENCE
(4) NORTH 63 DEGREES 30 MINUTES WEST, 100.00 FEET TO SAID EASTERLY LINE OF FREEMAN PLACE AND THE POINT AND PLACE OF BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY: BEING LOT 74, BLOCK 3.01 ON THE TAX MAP OF THE TOWNSHIP OF WEST ORANGE.

TRACT #2

BEGINNING AT A POINT DISTANT THE FOLLOWING TWO COURSES FROM THE INTERSECTION OF THE EASTERLY LINE OF FREEMAN PLACE WITH THE NORTHERLY LINE OF TREMONT AVENUE;

A. ALONG THE NORTHEASTERLY LINE OF FREEMAN PLACE, NORTH 23 DEGREES 14 MINUTES EAST, 175 FEET; THENCE
B. SOUTH 63 DEGREES 30 MINUTES, 110 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE TWP. OF WEST ORANGE TRUNK SEWER RIGHT OF WAY, AT THE POINT OF BEGINNING; THENCE RUNNING
(1) NORTH 23 DEGREES 14 MINUTES EAST, 37.50 FEET; THENCE
(2) SOUTH 63 DEGREES 30 MINUTES EAST, 30.00 FEET; THENCE
(3) SOUTH 23 DEGREES 14 MINUTES WEST, 37.50 FEET; THENCE
(4) NORTH 63 DEGREES 30 MINUTES WEST, 30.00 FEET TO THE POINT AND PLACE OF BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY:: BEING LOT 74.01, BLOCK 3.01 ON THE TAX MAP OF THE TOWNSHIP OF WEST ORANGE.

THE PROPERTY ADDRESS AND TAX PARCEL IDENTIFICATION NUMBER LISTED ARE PROVIDED SOLELY FOR INFORMATIONAL PURPOSES.

RESOLUTION

WHEREAS, September 20, 2007 a mortgage was filed by the Township under the West Orange Housing Rehabilitation Program, against Cynthia Ventola (the Owner) who owns 6 Seaman Road in the Township of West Orange known as Block 151.03, Lot 10 (the Property); and

WHEREAS, the mortgage was in the amount of \$15,000.00 payable whenever this Property was sold or the title transferred; and

WHEREAS, the Owner has indicated that they have repaid the entire amount of the Mortgage plus a \$2000.00 administrative fee on or about June 15, 2016; and

WHEREAS, the Department of Planning and Development has reviewed their files and found that the mortgage filed against the Property in the amount of \$15,000.00 and the administrative fee of \$2000.00 has been paid in full; and

NOW, BE IT RESOLVED THAT THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Mayor be and is hereby authorized to execute a Discharge of Mortgage with regard to the Property; and

BE IT FURTHER RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature on the Discharge of Mortgage concerning the Property.

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

Victor Cirilo
Council President

Adopted: July 12, 2016

DISCHARGE OF MORTGAGE

A certain Mortgage dated August 29, 2007 was made by Cynthia Ventola, 6 Seaman Road, West Orange, N.J. to the Township of West Orange.

This Mortgage was made to secure payment of \$15,000.00. It was recorded or registered in the office of the county recording officer of Essex County, State of New Jersey, on September 20, 2007 in Mortgage Book 12088, Page 7277

1. This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now canceled and void.

2. I sign and Certify to this Discharge of Mortgage on

Witnessed or Attested by:

Mayor Robert D. Parisi

Karen J. Carnevale, R.M.C.

STATE OF NEW JERSEY, COUNTY
OF ESSEX CERTIFY THAT ON

SS

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) Was title maker of the attached instrument;
- (b) Executed this instrument as his or her own act

STATE OF NEW JERSEY, COUNTY
OF ESSEX CERTIFY THAT ON

SS

Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was maker of the attached instrument
- (b) was authorized to and did execute this instrument as of the entity name in this instrument, and;
- (c) execute this instrument as the act of the entity named in this instrument.

Record and Return to:

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made and entered into as of the ____ day of _____, 2016, by and between:

THE TOWN OF WEST ORANGE, NEW JERSEY, its successors and assigns

(hereinafter referred to as the “Grantee”) having its office at 66 Main Street, West Orange, New Jersey, and

TAWANDA JACKSON, her successors and assigns

having a mailing address at 23 Maple Avenue, West Orange, New Jersey (hereinafter called “Grantor”); and

STATE FARM BANK, its successors and assigns

(hereinafter referred to as the “Lender”), having its principal office at 425 Phillips Boulevard, Ewing, New Jersey 08618 (hereinafter called “Lender”).

RECITALS:

WHEREAS, the Grantor and the Grantee are about to enter into an Easement Agreement for 23 Maple Avenue, West Orange, New Jersey, and also known as Lot 38 in Block 161.02 on the Tax Maps of the Town of West Orange; and

WHEREAS, the Grantee and the Grantor heretofore have executed an Easement dated _____; and

WHEREAS, the aforementioned Easement Agreement is subject to the execution of this Agreement by all parties hereto; and

WHEREAS, the Grantee will be the holder of an Easement in the premises known as Lot 38 in Block 161.02 on the Tax Maps of the Town of West Orange (this “Parcel”); and

WHEREAS, the Lender is the present owner and holder of a certain mortgage (hereinafter referred to as the “Mortgage”), dated _____, given by the Grantor to Lender which encumbers, this Parcel, the fee estate of Grantor in a certain Property described in the Easement Agreement; and

WHEREAS, the Grantor has requested the Grantee to agree to subordinate the Easement Agreement to the Mortgage under the provisions, covenants, terms and conditions hereinafter set forth; and

WHEREAS, the Grantor, the Lender, and the Grantee desire to memorialize this Agreement.

NOW, THEREFORE, the Lender and the Grantor and the Grantee, for and in consideration of \$1.00, the exchange and receipt of which is hereby acknowledged, hereby covenant and agree as follows:

1. **Subordination.** The Grantee and the Grantor hereby agree that the Easement Agreement and all of the provisions, covenants, terms and conditions, thereof and all of the Grantee's right, title, and interest under the Easement Agreement are and shall be subject and subordinate to the lien of any first Mortgage now against said demised premises or which may hereinafter be placed against the demised premises, insofar as it affects the real property of which the demised premises form a part; and
 - a. to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon.
 - b. the proceeds of any insurance held by Grantee on the improvements constructed by Grantee on the demised premises, payable by reason of fire or other casualty so insured, may be applied first, in payment of the cost of restoring the improvements on the demised premises after such injury before any part of the proceeds or award may be applied on account of any part of the mortgage debt.
2. **Non-disturbance.** The Grantee and the Lender hereby agree that, if Lender, its successors and assigns, obtains title to the Parcel by way of being the prevailing party in any foreclosure action or the Grantor makes any conveyance in lieu of foreclosure to Lender, its successors and assigns, or if Lender, its successors and assigns, shall, in accordance with the foregoing, succeed to the interest of the Grantor, the Lender, its successors and assigns, shall be bound to the Grantee under all the terms, covenants, and conditions of the Easement Agreement except that Lender, its successors and assigns, shall have no liability whatsoever to Grantee for any actions except as to its intentional acts and/or omissions and all rights and obligations under the Easement Agreement shall continue as though the interest of Grantor had not terminated or foreclosure proceedings had not been brought.
3. **Attornment.** The Grantee and the Grantor hereby agree that if the Lender shall become owner of the demised premises by reason of foreclosure or the acceptance of a deed or assignment in lieu of foreclosure or otherwise, the Easement Agreement shall not be terminated or affected thereby but shall continue in full force and effect as a direct Easement Agreement between the Lender and the Grantee, under all the provisions, covenants, terms, and conditions set forth in the Easement Agreement except as otherwise provided herein.
4. **Binding on Parties.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, executors, successors, administrators and assigns
5. **Applicable Law.** This Agreement and its terms shall be governed by the laws of the State of New Jersey and shall be binding upon and inure to the benefit of the Grantor, the

Lender and the Grantee and their respective successors and assigns, including, without limitation, any purchaser at any foreclosure sale or otherwise.

6. **Modification of Agreement.** This Agreement may not be modified orally or by any course of conduct of the parties hereto or in any manner other than by an agreement, in writing, specifically referring to this Agreement and signed by the parties to be charged thereby.
7. **Execution of this Agreement.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts when taken together shall constitute but one agreement.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

IN WITNESS WHEREOF, the parties hereto, duly authorized, have executed this Subordination Agreement as of the date of the last signing party.

FOR LENDER

Witness

By:
Title:
For Lender, State Farm Bank

STATE OF NEW JERSEY,
COUNTY OF _____ SS.:

I CERTIY THAT ON _____, the above noted representative of the Lender, personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as the _____ of State Farm Bank the entity named in this instrument; and,
- (c) executed this instrument as the act of the entity named in this instrument.

Notary Public

IN WITNESS WHEREOF, the parties hereto, duly authorized, have executed this Subordination Agreement as of the date of the last signing party.

FOR GRANTEE

Witness

By:
Title:
For Town of West Orange

STATE OF NEW JERSEY,
COUNTY OF _____ SS.:

I CERTIY THAT ON _____, the above noted representative of the West Orange, personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as the _____ of State Farm Bank the entity named in this instrument; and,
- (c) executed this instrument as the act of the entity named in this instrument.

Notary Public

IN WITNESS WHEREOF, the parties hereto, duly authorized, have executed this Subordination Agreement as of the date of the last signing party.

FOR GRANTOR

Witness

By: TAWANDA JACKSON

STATE OF NEW JERSEY,
COUNTY OF _____ SS.:

I CERTIY THAT ON _____, Tawanda Jackson, personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as the owner of 23 Maple Avenue, West Orange, New Jersey; and,
- (c) executed this instrument as her voluntary act.

Notary Public

RESOLUTION

WHEREAS, Tawanda Jackson is the owner of 23 Maple Avenue, West Orange, New Jersey (the “Property”) which is designated as Lot 38, Block 161.02 on the Tax Maps of the Township; and

WHEREAS, the Township desires to lay and construct a certain sewer and sanitary sewer improvement on and under the Property (the “Improvements”); and

WHEREAS, the Improvements are necessary for the entire area where the Property is located and constitute a public improvement; and

WHEREAS, the Township Engineer and the Township Attorney have negotiated with the Property owner and her counsel Jill Horton, Esq.; and

WHEREAS, the Township Tax Assessor has indicated that as a result of this permanent easement there will be a diminution in the value of the Property by \$17,120. which was confirmed in certain correspondence dated March 24, 2016 from the Tax Assessor to the Property owner; and

NOW, BE IT HEREBY RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Mayor be and is hereby authorized to execute the (i) Easement Agreement and Deed of Easement and (ii) Subordination Agreement in favor of State Farm Bank, its successors and assigns; and it is further

RESOLVED that a copy of these documents shall be maintained by the
Municipal Clerk of the Township of West Orange.

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

Victor Cirilo
Council President

Adopted: July 12, 2016

4826-9565-2660, v. 1

EASEMENT AGREEMENT AND DEED OF EASEMENT

MEMORANDUM OF AGREEMENT, made this _____ day, of _____, 2016 by and between: Tawanda Jackson whose mailing address is 23 Maple Avenue, West Orange, County of Essex and State of New Jersey, hereinafter referred to as Grantor; and

THE TOWNSHIP OF WEST ORANGE, a municipality in the County of Essex and State of New Jersey, with its principal office at 66 Main Street, West Orange, New Jersey hereinafter referred to as the Grantee.

WITNESSETH:

WHEREAS, the Grantor is the owner in fee of certain lands situate, lying and being in the Township of West Orange, Essex County, New Jersey, described as Lot 38 in Block 161.02 as shown on the Tax Maps of the Township of West Orange; and

WHEREAS, the Grantee, either itself or through its properly insured contractor, is about to lay and construct certain storm sewer and sanitary sewer improvements with appurtenances, for storm sewer and sanitary sewer purposes, and remove certain pipe, backfill and restore the trench hereinafter called "Construction Plans for 23 Maple Avenue, Construction Plan, Township of West Orange, Essex County, New Jersey" in accordance with plans prepared by Andrew Cangiano, P.E., Keller & Kirkpatrick, Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, New Jersey 07950 dated September 18, 2015, Sheets 1 and 2 of 2, over and through premises hereinafter described, and following construction thereof, to maintain the same and which are attached hereto as Schedule "A" and made a part hereof with a one-year maintenance bond from the contractor; and

WHEREAS, the Grantor has/have agreed to grant to the Grantee the right to lay, construct, maintain, use, repair, renew and operate sub-surface drains or pipe on lands as hereinafter described.

(1) The lands and premises which this easement and right-of-way covers are described as follows:

All that certain lot, tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Township of West Orange in the County of Essex and State of New Jersey.

Being such portion of Lot 38 in Block 161.02 on "Block 161.02, Lot 38, 23 Maple Avenue, Drainage Easement Plan, Township of West Orange, Essex County, New Jersey" prepared by Kevin S. Bogerman, P.L.S., Keller and Kirkpatrick, 301 Gibraltar Drive, Suite 2A, Morris Plains, New Jersey, 07950 dated December 15, 2015, Sheet 1 of 1, which map is appended hereto as Schedule "B" and made a part hereof.

Approved by: Richard D. Trenk, Esq.
Township Attorney

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

The permanent utility easement and right-of-way is further described by a "Description of Proposed Drainage Easement, Being Part of Lot 38, in Block 161.02, Situated in the Township of West Orange, County of Essex, and State of New Jersey", prepared by Kevin S. Bogerman, P.L.S. and dated September 14, 2015 which is appended hereto as Schedule "C" and made a part hereof.

The Temporary Construction Easement is limited by and depicted on "Construction Plans for 23 Maple Avenue, Construction Plan, Township of West Orange, Essex County, New Jersey" prepared by Andrew Cangiano, P.E., Keller & Kirkpatrick, Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, New Jersey 07950 dated September 18, 2015, Sheet 1 of 2 which is appended hereto as Schedule "A" and made a part hereof.

Being commonly known and designated as 23 Maple Avenue, West Orange, New Jersey.

Being the same premises conveyed to Grantor by deed dated July 29, 2013 from HSBC Bank USA, National Association and recorded in the Office of the Register of Essex County on November 12, 2013, in Book 12467, Page 6522.

(2) It is further agreed that the Grantee, or its contractor, or its or their servants and agents, shall not traverse any portion of the lands owned by the Grantor other than those contained in the permanent utility easement and temporary construction easement or right-of-way herein granted, and shall not use any vehicles other than necessary to accomplish construction and shall only traverse the easement or other of Grantor's property on twenty four (24) hours prior notice to Grantor except in cases of emergency.

(3) The Grantee agrees for itself and its contractor:

(a) To perform the work of building said sewer and appurtenances thereto in a careful and workmanlike manner and do no act except as reasonably set forth herein.

(b) The Grantee shall bind its contractor to be liable and save harmless the Grantor from any claims for damages suffered by the Grantor on account of the non-fulfillment of the contract between the Grantee and its contractor.

(c) The Grantee, or its contractor, shall, upon the completion of the installation, of the sewer system, refill all trenches, and in all other respects restore the lands and premises which are the subject of this easement and right-of-way to as good a condition as existed prior to the commencement of said construction, as far as reasonably may be done. Specifically all disturbed areas such as lawns, driveways and walkways will be restored. All fences which are removed for construction will be reset or replaced. The extent of the improvements and restoration is depicted on the plans entitled "Construction Plans for 23 Maple Avenue, Construction Plan, Township of West Orange, Essex County, New Jersey" prepared by Andrew Cangiano, P.E., Keller & Kirkpatrick, Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, New Jersey 07950 dated September 18, 2015, Sheets 1 and 2 of 2 appended hereto as Schedule "A" and made a part hereof.

(d) Upon completion of the construction work provided herein, Grantor and Grantee agree to keep the easement property free and open for the benefit of Grantor and other concurrent users.

(4) The Grantor agrees to procure and deliver to the Grantee, simultaneously herewith, proper postponements from any mortgagees holding mortgages on said lands covered by said easement, postponing and subordinating the lien of the said mortgage or mortgages to the easements or rights-of-way to the Grantee, created by this instrument. The Grantee shall prepare the Postponement and Subordination Agreement, and the Grantee shall be responsible for fees and costs associated with its preparation, acquisition and recordation.

(5) Grantee hereby agrees to indemnify, defend and hold Grantor, its tenants, successors and assigns harmless from and against all damages, losses and liabilities to persons and/or property, including, but not limited to, reasonable attorneys fees and costs of a lawsuit arising out of Grantee and/or its contractors entering upon Grantor's property pursuant to this Agreement.

(6) Grantor, for and on behalf of itself, its successors and assigns, hereby reserves the right to use and enjoy the surface area of the easements subject to applicable laws and ordinances provided such use and enjoyment does not materially adversely affect the rights granted to Grantee herein.

(7) All pipe work including the removal and/or abandonment and decommissioning of the existing storm sewer shall be completed within 35 calendar days of the commencement of the work, and all site restoration including driveway reconstruction, topsoiling and seeding and fence replacement shall be completed within 60 calendar days of the commencement of the work.

(8) Effective January 1, 2017, Grantor will be provided a reduction of the land tax assessment of \$17,120 which shall continue in effect in perpetuity.

(9) This Agreement shall be binding upon the parties hereto, and their respective successors, assigns, heirs and court appointed representatives.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and agreements herein contained on the part of the parties hereto, the Grantor has/have given, granted, conveyed unto the Grantee, its successors and assigns, for sewer purposes, an easement in, on and through the lands of the Grantor hereinabove more particularly described, together with the right to lay, construct, maintain, use, repair, renew and operate sub-surface drains, pipe and sewer mains in, over and through said lands as may be required hereafter within the footprint set forth on the permanent utility easement plans attached hereto as Exhibit B and C. in order to maintain said sewer and drainage system in proper functioning order as set forth in the recital paragraphs above to which the parties incorporate herein and agree to.

IN WITNESS WHEREOF, the said First Parties have hereunto set their hands and seals,
and said Second Party has caused it corporate seal to be hereto affixed and attested by Karen J. Carnevale, its Clerk, and these presents to be signed by Robert D. Parisi, its Mayor, the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

OWNER, GRANTOR

_____(L.S.)
TAWANDA JACKSON

ATTEST:

THE TOWNSHIP WEST ORANGE


KAREN J. CARNEVALE, CLERK

ROBERT D. PARISI, MAYOR

STATE OF NEW JERSEY :

SS

COUNTY OF ESSEX :

BE IT REMEMBERED, that on this _____ day of _____, 2016, before me, the subscriber, personally appeared Karen J. Carnevale, who being duly sworn by me on her oath, doth depose and make proof to my satisfaction that she is the Clerk of the Township of West Orange, the party of the second part named in the within Instrument that Robert D. Parisi, is the Mayor of the Township of West Orange, that the execution, as well as the making of this agreement, has been authorized by a proper resolution of the Council of the Township; and the seal affixed to said Instrument is such corporate seal and was thereto affixed and said instrument signed and delivered by said Mayor as and for his voluntary act and deed and as and for the voluntary act and deed of said Township, in the presence of deponent, who thereupon subscribed his/her name thereto as witness.


KAREN J. CARNEVALE

SWORN AND SUBSCRIBED TO
BEFORE ME THIS _____ DAY OF _____, 2016
AT WEST ORANGE, NEW JERSEY

STATE OF NEW JERSEY:

SS

COUNTY OF ESSEX:

BE IT REMEMBERED, that on this _____ day of _____ in the year Two Thousand and Sixteen before me, the subscriber, personally appeared Tawanda Jackson, owner of 23 Maple Avenue, West Orange, New Jersey, known as Block 161.02, Lot 38 on the Tax Maps of the Township of West Orange, New Jersey, who, I am satisfied, is the person mentioned in the within Instrument, and she acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, for the uses and purposes therein expressed.

SWORN AND SUBSCRIBED TO
BEFORE ME THIS _____ DAY OF _____, 2016
AT _____.

RESOLUTION

WHEREAS, the Township of West Orange has advertised for bids, pursuant to the New Jersey Local Public Contracts Law (N.J.S. 40A: 11-1) for the Alisa Drive Roadway Improvements at Degnan Park; and

WHEREAS, at the date, time and place advertised for the opening of said bids, the Township did receive seven bids; and

WHEREAS, the Township Engineer reported that the successful bidder has strictly complied with the bid specifications and is the lowest responsible bidder; and

WHEREAS, the Township Council of the Township of West Orange has considered said bids and has further considered the recommendation of the Township Engineer as to the award of said bid.

NOW, THEREFORE BE IT RESOLVED By the Township Council of the Township of West Orange that the contract for the Alisa Drive Roadway Improvements at Degnan Park is hereby awarded to:

JTG CONSTRUCTION, INC.

188 JEFFERSON STREET, SUITE 387

NEWARK, NEW JERSEY 07105

In the amount of \$143,462.00.

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

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

VICTOR CIRILO, COUNCIL PRESIDENT

I hereby certify funds are available from:

ACCOUNT NO. 03 2475 16 0060 020
\$75,000.00

ACCOUNT NO. 03 2475 16 0060 010
\$68,462.00

JOHN O. GROSS, CHIEF FINANCIAL OFFICER

RESOLUTION

WHEREAS, the Township of West Orange has advertised for bids, pursuant to the New Jersey Local Public Contracts Law (N.J.S. 40A: 11-1) for the 2016 Road Improvements, Phase II, Watson Avenue; and

WHEREAS, at the date, time and place advertised for the opening of said bids, the Township did receive eight bids; and

WHEREAS, the Township received a County Development Block Grant administered by the Essex County Division of Housing and Community Development in the amount of \$230,000.00 for this project; and

WHEREAS, the Township Engineer reported that the successful bidder has strictly complied with the bid specifications and is the lowest responsible bidder; and

WHEREAS, the Township Council of the Township of West Orange has considered said bids and has further considered the recommendation of the Township Engineer as to the award of said bid.

NOW, THEREFORE BE IT RESOLVED By the Township Council of the Township of West Orange that the contract for the 2016 Road Improvements, Phase II, Watson Avenue hereby awarded to:

**REGGIO CONSTRUCTION, INC.
1575 WEST STREET
FORT LEE, NEW JERSEY 07024**

in the amount of \$625,349.00 subject to Federal Clearance of the contractor by the Essex County Division of Housing and Community Development.

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

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

Victor Cirilo
Council President

Adopted: July 12, 2016

I hereby certify funds are available from Account No: 2015 CDBG- \$230,000.00 and Account No.: 2016 Street Resurfacing 03 2475 16 0060 010-\$395,349

John O. Gross, Chief Financial Officer

RESOLUTION

WHEREAS, the Township of West Orange (“Township”) holds a Certificate of Sale #12-061 and the amount required to redeem totals One Million, One Hundred Forty Thousand, Two Hundred Seventy Two Dollars and Twenty-Two Cents (\$1,140,272.22), including interest to July 12, 2016, on property owned by Redwood, LLC c/o Pagano Real Estate, Inc. located at 200 Pleasant Valley Way, West Orange, New Jersey (Block 151, Lot 33), and,

WHEREAS, Redwood, LLC has requested installment payments to redeem said property; and

WHEREAS, N.J.S.A. 54:5-65, et seq. authorizes redemption in installments upon approval of a Resolution by the Township Council; and

WHEREAS, the Tax Collector and Chief Financial Officer have recommended approval of the proposed installment payments as set forth herein;

NOW, THEREFORE, BE IT RESOLVED, that the Tax Collector is hereby authorized and directed to accept installment payments in redemption of said arrears and accrued interest in accordance with the following schedule:

- A. Initial Payment to be received by the Township no later than July 13, 2016 in the amount of Seven Hundred Thousand Dollars (\$700,000);
- B. Third Quarter Current Taxes, to be determined upon the certification of the 2016 Tax Rate, to be paid to the Township no later than August 10, 2016;
- C. Monthly payments to be made in accordance with the scheduled annexed as hereto as Attachment “A”, which includes Twenty Six Thousand, Seven Hundred Seventy Eight Dollars and Twenty Cents (\$26,778.20) in interest from July 12, 2016 through December 13, 2016 and as set forth as follows:
 - a. Payment of Thirteen Thousand, Four Hundred Sixty One Dollars and Forty Seven Cents (\$13,461.47) to be made to the Township no later than September 12, 2016;
 - b. Payment of One Hundred Fifty-Three Thousand, Four-Hundred Eighty-Eight Dollars and Fourteen Cents (\$153,488.14) to be made to the Township no later than October 13, 2016;

- c. Payment of One Hundred Fifty-One Thousand, Ninety-Nine Dollars and Eighty Two Cents (\$151,099.82) to be made to the Township no later than November 12, 2016; and
 - d. Payment of One Hundred Forty-Nine Thousand Dollars and Ninety Nine Cents (\$149,000.99) to be made to the Township no later than December 13, 2016.
- D. Fourth Quarter Current Taxes, to be determined upon the certification of the 2016 Tax Rate, to be paid to the Township no later than November 10, 2016;
- E. All dates set forth herein are TIME OF THE ESSENCE. If any payment is late, additional interest shall accrue and become due to the Township.

RESOLVED that any default in the above installment payments terminates this Agreement and subjects the property to foreclosure action; and be it further

RESOLVED, all taxes and sewer charges not yet due shall be regularly and promptly paid by Redwood, LLC in addition to the payments set forth above; and be it further

RESOLVED, all payments must be made in certified funds made payable to the Township of West Orange; and be it further

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

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

Victor Cirilo
Council President

Adopted: July 12, 2016

This Agreement and Resolution is agreed to by:
REDWOOD, LLC

Robert M. Pagano, Managing Manager

	A	B	C	D	E
1	Municipal Lien Payment Plan				
2	200 Pleasant Valley Way, West Orange, New Jersey				
3					
4		Opening Amount Due	Additional Interest @ 18%	Payments	Balance Due
5					
6	7/12/2016	1,140,272.22	Inclusive	700,000.00	440,272.22
7	9/12/2016	440,272.22	13,461.47	13,461.47	440,272.22
8	10/13/2016	440,272.22	6,730.74	153,488.14	293,514.81
9	11/12/2016	293,514.81	4,342.41	151,099.82	146,757.41
10	12/13/2016	146,757.41	2,243.58	149,000.99	-
11					
12					
13			26,778.20	1,167,050.42	
14			-	Proof	

RESOLUTION
ELECTRONIC TAX SALE

WHEREAS, NJSA 54:5-19.1 authorizes electronic tax sales pursuant to rules and regulations to be promulgated by the Director of the Division of Local Government Services, and

WHEREAS, the Director of the Division of Local Government Services has promulgated rules and regulations for pilot programs, and

WHEREAS, the Director of the Division of Local Government Services has approved NJ Tax lien Investors/Real Auction.com to conduct pilot programs, and

WHEREAS, the rules and regulations authorize a municipality to submit an application for participation in the pilot program for an electronic tax sales, and

WHEREAS, an electronic tax sale is innovative and provides a greater pool of potential lien buyers, thus creating the environment for a more complete tax sale process, and

WHEREAS, the Township of West Orange wishes to participate in the pilot program for an Electronic Tax Sale.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of West Orange, in the State of New Jersey, that the Tax Collector is hereby authorized to complete an application to participate in the electronic tax sale program and submit same to the Director of the Division of Local Government Services.

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

Victor Cirilo
Council President

Adopted: July 12, 2016

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>
Garden Academy, Inc. On Premise 50/50	July 28, 2016	627 Mt. Pleasant Avenue	7313
Garden Academy, Inc. Tricky Tray	July 28, 2016	627 Mt. Pleasant Avenue	7314
Garden Academy, Inc. Bingo	July 28, 2016	627 Mt. Pleasant Avenue	7315

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

Victor Cirilo, Council President

Adopted: July 12, 2016

RESOLUTION

WHEREAS, the Township of West Orange (“Township”) and Borough of Roseland (“Roseland”) have previously executed Inter-Local Agreements whereby the Township would provide Roseland with certain animal control services in exchange for quarterly payments by Roseland to the Township (the “Inter-Local Agreement”); and

WHEREAS, the Township now intends to renew the Inter-Local Agreement, for a two (2)-year term, whereby animal control services shall be provided to Roseland from July 1, 2016 to June 30, 2018; (the “Agreement”); and

WHEREAS, under the Agreement, the Borough of Roseland will pay the Township of West Orange the sum of \$12,808.91 per annum to be prorated on a quarterly basis of \$3,202.23 per quarter for the contract year 2016 – 2017 and the sum of \$13,449.36 per annum to be prorated on a quarterly basis of \$3,362.34 per quarter for the contract year 2017 – 2018; and

WHEREAS, this Resolution authorizes that twenty-five (25%) of the per annum amount for each contract year be dedicated to and placed in the dog license account 04-2010-00-6690-304 to cover the cost of personnel and other expenses authorized under the agreement ; and

WHEREAS, the Township’s Health Officer has reviewed the Agreement and recommends execution of the terms contained therein; and

WHEREAS, pursuant to the Roseland Resolution and as stated in the Inter-Local Agreement, Roseland has agreed to indemnify the Township for any services provided for the Borough, as stated in Schedule A attached to the Inter-Local Agreement;

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 and counter-sign the Inter-local Agreement with the Borough of Roseland annexed hereto as Attachment “A”, and the Municipal Clerk be and is hereby authorized to attest to the Mayor’s signature thereon.

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

Victor Cirilo
Council President

Adopted: July 12, 2016

INTER-LOCAL AGREEMENT

THIS AGREEMENT, made this **1st day of July, 2016** by and between the Township of West Orange, a municipal corporation of the State of New Jersey, having principal offices at 66 Main Street, West Orange, NJ 07052, hereinafter referred to as "Provider", and the BOROUGH OF ROSELAND, a municipal corporation of the State of New Jersey, having principal offices at 19 Harrison Avenue, Roseland, NJ 07068, hereinafter referred to as "Recipient";

WITNESSETH

WHEREAS, N.J.S.A.26:3-22, authorized adjacent municipalities to contract for municipal services; and

WHEREAS, the Recipient (Roseland) wishes to retain the services of the Provider (West Orange) for Animal Control Services for a period of two year beginning July 1, 2016 and ending June 30, 2018.

NOW THEREFORE, in consideration of the foregoing and subject to the terms and conditions, the parties hereto agree as follows:

1. The Provider shall make their Animal Control Services available to the Recipient on a daily basis, as needed, for five (5) days a week. Saturday, Sunday, holiday and night emergency services will be provided as needed. Emergency service is defined as the care of injured animals, trapped animals, sick animals, animals whose lives are endangered or animals that are providing a danger to humans (also on an emergency basis, the provider will assume control, as described in paragraph 9 below, of animals that have bitten a human being).

2. The Recipient will pay the provider the sum of \$12,808.91 per annum to be prorated on a quarterly basis of \$3,202.23 per quarter and paid within thirty (30) days of receipt of invoice for the contract year 2016 – 2017 and the sum of \$13,449.36 per annum to be prorated on a quarterly basis of \$3,362.34 per quarter and paid within thirty (30) days of receipt of invoice for the contract year 2017 – 2018.

RECEIVED
MUNICIPAL CLERK
2016 JUN 14 PM 4:40
WEST ORANGE, NJ

3. The payments set forth above shall include all costs incurred by the Provider or its Animal Control Officers in the maintenance of its kennels, costs expenses and maintenance of vehicles to be used by the Animal Control Officers and all necessary insurance except the care and treatment of injured animals which will be the responsibility of the Recipient or an owner, if located.

4. The Animal Control Officers shall patrol and inspect the streets of the Recipient for licensed and unlicensed dogs running at large for the purpose of impoundment or the issuing of summonses to the owners thereof where possible and appropriate.

5. Upon request of the Recipient, the Animal Control Officers shall respond to any emergency that is defined in paragraph 1. Emergency treatment will be given to an ill or injured animal as required by State regulations under Title 8. Sick and injured animals, including wildlife, requiring immediate medical attention will be taken to an emergency veterinary clinic designated by the Recipient. If there is no known owner, the cost of emergency veterinary care will be the responsibility of the Recipient. If an owner is ascertained, those costs will be borne by the owner of the animal, billed by the emergency veterinary clinic designated by the recipient.

6. The Animal Control Officers shall, at the request and the cost of an owner of an unwanted animal, render assistance in delivering said animal to an appropriate local humane shelter. Private services shall be in all instances, a matter between the owner and the Provider. Private service is described in paragraph 14 of this agreement.

7. When specifically notified by the Recipient, the Provider shall attempt to impound any stray or licensed dog or cat running at large on the streets of the Recipient Municipality. When such impoundment occurs, the dog or cat shall be held for a period of seven (7) days unless claimed earlier by the owner; then such dog or cat shall be put up for adoption or humanely disposed of, but in no way whatsoever, shall they be made available for experimentation.

8. Any person may redeem their dog, cat or other animal from the Provider's Animal Control Facility located at 311 Lakeside Avenue, West Orange, NJ 07052. The redemption hours are set by the Provider or through an appointment time designated by the Provider's Animal Control Officers. The redemption of said animals will be

completed upon the payment to the Provider the sum of \$30.00 pick up fee, Monday – Friday; 8:30 a.m. – 5:00 p.m. There will be an \$85.00 pick up fee for other hours, weekends and holidays and a boarding fee of \$7.00 for each day that the animal has been impounded up to and including seven (7) days. After the seven (7) day period the dog, cat or other animal becomes the property of the Provider unless otherwise arranged. No redemption will be honored unless the owner provides a current dog license as set forth in State Statutes.

9. Any stray dog or cat in the custody of the Provider and charged with biting a human being, shall be quarantined and isolated from other animals for the regular quarantine period of at least ten (10) days. The cost of this shall be to the owner or person who is bitten or scratched or, if the person is a minor, the legal guardian, if established. Any other animal suspected of biting, scratching or exposing a human being or domestic pet with rabies will be euthanized by the Provider. The specimen will be prepared for analysis by the Provider and turned over to the Recipient's Health Department for transportation to the State Department of Health Laboratory.

10. Transportation of the head of an animal suspected of rabies to the State Department of Health shall be provided by the Provider under the condition that said animal expired on the premises before the ten (10) day quarantine period referred to in Paragraph 9 above had elapsed. The fee for removal of the head and delivery for rabies examination will be paid by the owner of the animal if known; if not known, by the person bitten. An owner may quarantine his own animal with permission of the Recipient's Health Officer. All quarantine functions and animal bite reporting will be the responsibility of the Recipient's Health Department. The Health Officer of the Recipient's Health Department shall be responsible for the collection, reporting and analysis of birds suspected of carrying the West Nile Virus.

11. The Provider agrees to furnish the necessary vehicles to be used by the Animal Control Officers solely for the performance of their duties under this agreement. Said vehicle will be insured by the Provider.

12. It is understood and agreed between the parties that the Animal Control Officers shall be employees of the Provider and that the Provider is responsible for any damage caused by said Animal Control Officer, but is not responsible for damage caused by any animals within the Municipality.

13. The Provider's services include the handling of all animals as described. The charges for owned animals shall be the responsibility of the owner.

14. Removal of an animal, including wildlife, on private property, inside of a home, apartment building, garage, roof, etc., is not covered under this standard contract and constitutes private service. The Provider will respond to private service calls; however the owner of the premises will be charged Eighty-five (\$85.00) Dollars per hour during regular business hours and Ninety-Five (\$95.00) Dollars per hour during evening hours, holidays and weekends for this service. The payment for this service shall be made by check payable to the West Orange Health Department at the completion of the rendered services.

15. Stray animals, including wildlife outside of a residence shall be handled by the Provider. Traps are available from the Provider with a deposit of Sixty-five (\$65.00) Dollars and fee of \$5.00 per day, which will be deducted from the deposit. Dog traps are also available with a deposit of One Hundred and Twenty-five (\$125.00) Dollars and a fee of \$10.00 per day, which will be deducted from the deposit. Traps are not to be set on weekends or nights or with poor weather (rain, snow, extreme cold or heat above 90 degrees).

16. The Recipient will be charged a boarding fee of Fifteen (\$15.00) Dollars per day for any animals brought to the Provider who are involved in litigation and cannot be released to their owners.

17. The Provider will pick up large dead animals, such as, squirrels, raccoons, opossums, dogs and cats on private property only. The Recipient's Department of Public Works will pick up dead animals on public roadways and remove dead deer within the Borough.

18. The Recipient will indemnify and hold and save the Provider harmless and against any and all loss, damage, liability and claims whatsoever caused, resulting directly or indirectly from the performance of this agreement.

19. Under the terms of this contract, one or both parties may terminate the contract within sixty (60) days' written notice to the other party by Certified Mail, Return

Receipt Requested, and accompanied by a Resolution of withdrawal by one or both parties. Upon the expiration, all rights and obligations between the parties under this contract shall cease and be deemed null and void.

20. This is a two (2) year Contract and the parties hereto agree to be bound by the provision of Schedule A attached hereto and made a part hereof.

ATTEST: 
BOROUGH CLERK

ATTEST: _____
TOWNSHIP CLERK

BOROUGH OF ROSELAND
RECIPIENT
BY: 
MAYOR

TOWNSHIP OF WEST ORANGE
PROVIDER

MAYOR

SCHEDULE A

ADDENDUM TO ANIMAL CONTROL SERVICES CONTRACT BETWEEN THE TOWNSHIP OF WEST ORANGE, PROVIDER, AND THE BOROUGH OF ROSELAND, RECIPIENT.

1. The Borough of Roseland will indemnify and hold harmless the Township of West Orange with reference to any cause of action resulting from or arising out of any act or conduct by the Animal Control Officers when said act or conduct is solely and exclusively for the performance of his duties and obligations to the Borough of Roseland pursuant to the terms and conditions of this Contract. In the event the Township of West Orange receives notification of any cause of action or claim which it contends arises out of the employment by the Borough of Roseland of the services of the Animal Control Officers pursuant to the terms of this Contract, said notification shall be made promptly to the Borough of Roseland by directing same to the Mayor and Business Administrator.

2. The Borough of Roseland shall indemnify and hold harmless acts, conduct or services of the Animal Control Officers when said individuals are acting solely and exclusively for the Borough of Roseland provided that said acts, conduct or services arise out of and are in the scope and duties of the Animal Control Officer's employment. It is the intent of this provision that the Animal Control Officers shall conduct themselves pursuant to general principles, obligations, duties and responsibilities governing the general nature and standards of Animal Control services recognized throughout the State of New Jersey.

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) has determined that there has been or suspects that there has been a discharge of hazardous substances or a hazardous waste on the Valley Central Corridor, Block 9, Lots 1, 7, 11.01, 11.02, 11.03, 32, 36, 44, 50, and 56, which borders on Central Avenue and Mitchell Street (the “Valley Central Corridor”), and

WHEREAS, on May 3, 2016 the Township adopted Resolution 121-16 retaining and appointing Matrix New World (“Matrix”), 26 Columbia Turnpike, Florham Park to serve as the Township’s Licensed Site Remediation Professional (“LSRP”) to assist the Township in its efforts regarding the investigation and cleanup of the Valley Central Corridor; and

WHEREAS, Matrix has identified a grant application from the United States Environmental Protection Agency (the “EPA”) to partially fund the Township’s efforts to investigate and cleanup the Valley Central Corridor captioned the FY2017 Brownfields Area-Wide Planning Grant Program (the “Grant Program”); and

WHEREAS, the Grant Program offers an opportunity to obtain a grant up to \$200,000 for the preparation of a revitalization plan that is centered around the use of a catalyst brownfield site for future cleanup, reuse, and revitalization of the site and surrounding area; and

WHEREAS, the Grant Program criteria fit the Township’s goals regarding the Valley Central Corridor making the Township a candidate for the Grant Program; and

WHEREAS, the application for the Grant Program is due on August 10, 2016;

NOW, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that that the Township authorizes the application for the EPA Grant Program; and be it further

RESOLVED, that John K. Sayers, as Business Administrator, and Leonard Lepore, as Township Engineer are hereby authorized to execute any and all documents needed for the completion of the application; and be it further

RESOLVED, that Matrix is authorized to prepare the Township's application for the Grant Program consistent with the proposal annexed hereto as Exhibit "A"; and be it further

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

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

Victor Cirilo
Council President

Adopted: July 12, 2016

4838-2198-2004, v. 1