1. Conference Meeting Agenda

   Documents:

   CA 10.6.20.PDF

2. Public Meeting Agenda

   Documents:

   PM 10.6..20.PDF

3. Resolution(S)

   3.I. 183-20

   Documents:

   183-20 AUTHORIZING EXECUTION OF AGREEMENT WITH VIGILANT SOLUTIONS FOR LICENSE PLATE RECOGNITION SOFTWARE AND ACCESS TO DATABASE.PDF
   183-20 EXHIBIT A - AGREEMENT WITH VIGILANT SOLUTIONS FOR ACCESS TO LICENSE PLATE RECOGNITION DATABASE.PDF

   3.II. 184-20

   Documents:

   184-20 TAX EXEMPT VETERAN - 45 BURNETT TERRACE 10.6.20.PDF

   3.III. 185-20

   Documents:

   185-20 AUTHORIZING USE OF COMPETITIVE CONTRACTING FOR AFFORDABLE HOUSING PLANNING AND CONSULTING SERVICES.PDF

   3.IV. 186-20

   Documents:

   186-20 RESOLUTION APPOINTING A RECYCLING COORDINATOR 10.6.20.PDF

   3.V. 187-20

   Documents:

   187-20 APPOINTING A CLEAN COMMUNITES COORDINATOR 10.6.20.PDF

   3.VI. 188-20

   Documents:

   188-20 EXECUTIVE SESSION 10.6.20.PDF

3.VII. 189-20

Documents:

189-20 RESOLUTION - COMMUNITY HOUSE.PDF
189-20 EXHIBIT A - CONTRACT - COMMUNITY HOUSE.PDF

3.VIII. 190-20

Documents:

190-20 AWARD OF CONTRACT FOR SERVICES - PAL 10.6.20.PDF
190-20 EXHIBIT A - PAL.PDF

3.IX. 191-20

Documents:

191-20 AWARD OF CONTRACT - MOUNTAIN TOP LEAGUE 10.6.20.PDF
191-20 EXHIBIT A - CONTRACT MTL.PDF

3.X. 192-20

Documents:

192-20 CARES ACT NO. 2.PDF
192-20 WEST ORANGE ADDITIONAL FUNDING CARES ACT - MOU 10.6.20.PDF

3.XI. 193-20

Documents:

193-20 RESOLUTION FOR DEGNAN KIDDIE PARK 10.6.20.PDF
193-20 EXHIBIT A - DEGNAN KIDDIE PARK.PDF
193-20 PROPOSAL - AWARD OF CONTRACTS DEGNAN KIDDIE PARK 10.6.20 WEBSITE.PDF

3.XII. 194-20

Documents:

194-20 DUPLICATE TAX PAYMENT 3RD QTR 10.6.20.PDF

3.XIII. 195-20

Documents:

195-20 RESOLUTION - STREET IMPROVEMENTS 2020 PHASE I.PDF
195-20 SUMMARY OF BIDS - STREET IMPROVEMENTS 2020.PDF

3.XIV. 196-20

Documents:

196-20 LSRP AND ENVIRONMENTAL SERVICES FOR FORMER DPW

GARAGE AND WOBOE BUS GARAGE RESOLUTION 10.6.20.PDF
196-20 EXHIBITS - CME 10.6.20.PDF

3.XV. 197-20

Documents:

197-20 RAFFLE LICENSES 10.6.20.PDF

3.XVI. 198-20

Documents:

198-20 RESOLUTION APPROVING MEMORANDUM OF AGREEMENT BETWEEN THE TOWNSHIP PBA AND SOA.PDF
198-20 MEMORANDUM OF AGREEMENT BETWEEN THE TOWNSHIP SOA AND PBA.PDF

4. Ordinance(S) On First Reading

4.I. 2619-20

Documents:

2619-20 PROPOSED WEST ORANGE AFF HSG ZONING AMENDMENTS SEPT 2020-REDLINE.PDF

5. ABC Hearing

5.I. 654-20

Documents:

654-20 ABC-PERSON TO PERSON - BRIAD.PDF

5.II. 655-20

Documents:

655-20 RENEWAL RESOLUTION (6) 10.6.20.PDF

5.III. 656-20

Documents:

656-20 RUSTICA RESOLUTION AND SETTLEMENT AGREEMENT.PDF

Township of West Orange

CONFERENCE MEETING AGENDA

Council Chambers – 66 Main Street

Tuesday, October 6, 2020

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975.

The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on October 31, 2019 and published in the West Orange Chronicle on November 7, 2019.

Roll Call – Councilman Guarino, Councilman Krakoviak, Councilwoman Matute-Brown, Councilwoman McCartney, Council President Casalino, Mayor Parisi

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6:30 P.M

- **Eagle Scout Presentation – Sean Coxe**
- **Update – Redevelopment**
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

Agenda is subject to change.

PUBLIC MEETING AGENDA
Township of West Orange-66 Main Street – 7:00 p.m.
October 6, 2020

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on October 31, 2019, and published in the West Orange Chronicle on November 7, 2019.

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

Roll Call – Councilman Guarino, Councilman Krakoviak, Councilwoman Matute-Brown, Councilwoman McCartney, Council President Casalino (Mayor Parisi)

1. **Pledge of Allegiance**

2. **Public Comment**

3. ***Consent Agenda**

4. ***Approval of Minutes of Previous Meeting –** Public Meeting and Executive Session September 22, 2020

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

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

7. ***Bills**

8. ***Resolutions**

a. **183-20** Resolution Authorizing the Township of West Orange to Enter into and Execute an Agreement with Vigilant for access to Vigilant's License Plate Booking Images Database as Part of Vigilant's Program with Essex County Municipalities and Law Agencies for the rate of $2,262.79 (Legal-Moon)

b. **184-20** Resolution Authorizing an Exemption from Real Estate Taxes for a Totally Disabled Veteran as of July 20, 2020 Pursuant to N.J.S. 54: 4-3.30 et seq., for Property Located at 45 Burnett Terrace (Block 45.02, Lot 33) (Tax Assessor)

c. **185-20** Resolution Authorizing Use of Competitive Contracting for Affordable Housing Planning and Consulting Services (Legal-Trenk)

d. **186-20** Resolution Appointing a Recycling Coordinator (Gross)

e. **187-20** Resolution Appointing a Clean Communities Coordinator (Gross)

f. **188-20** Resolution Authorizing an Executive Session to Discuss a Matter of Litigation Specifically a Personnel Matter

g. **189-19** Resolution Awarding a Contract for the Providing of Recreational Services and Social Services to the Residents of West Orange for the Period of January 1, 2020 – December 31, 2020 in the Amount of $40,000. for the West Orange Community House (Legal-Moon)

h. Residents of West Orange for the Period of January 1, 2020 – December 31, 2020 in the Amount of $12,000. for the Township Police Athletic League (Legal-Moon)

i. **191-19** Resolution Awarding a Contract for the Providing of Recreational Services and Social Services to the Residents of West Orange for the Period of January 1, 2020 – December 31, 2020 in the Amount of $9,500. for Mountain Top League (Legal-Moon)

j. **192-20** Resolution Authorizing the Mayor to Enter into the Reimbursement Agreement between the County of Essex and Township of West Orange dated September 30, 2020 (CARES Act Funding) (Gross)

k. **193-20** Resolution Authorizing the Purchase of Playground Equipment and Surfacing through the Education Services Commission of NJ (ESCNJ) Cooperative Contracts # ESCNJ 20/21-02 and 20/21-22 (Lepore)

l. **194-20** Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to an Overpayment of Taxes Due to a Duplicate Payment (Gagliardo)

m. **195-20** 197-20 Resolution Authorizing a Contract for the Project Street Improvements, 2020, Phase I to Reggio Construction, Inc. 416 East Central Boulevard, Palisades Park, NJ 07650, in the Amount of $2,225,520.94 (Lepore)

n. **196-20** Resolution Authorizing a Professional Service Contract to CME Associates, 3759 Highway 1 South, Suite 100, Monmouth Junction, NJ 08852 to Provide LSRP and Professional Environmental Services for the Former DPW Garage and WOBOE Bus Storage Garage, 6-8 Lindsley Avenue, for a Fee not to exceed 69,500.00 (Lepore)

o. **197-20** Resolution Authorizing the Issuance of Raffle Licenses (Clerk)

p. **198-20** Resolution Approving Memorandum of Agreement between the Township PBA and SOA (Legal-Trenk)

9. Ordinances on Second and Final Reading-None

10. Ordinances on First Reading

a. **2619-20** An Ordinance Amending and Supplementing Chapter XXV Land Use Regulations of the Revised General Ordinances of the Township of West Orange to Implement a Settlement Agreement with Fair Share Housing Center (Legal-Trenk)

11. Pending Matters/New Matters/Council Discussion

12. ABC Hearing

a. **654-20** Person to Person Transfer of License 0722-33-029-005 from Briad Restaurant Group, LLC, to TGI Friday's, Inc., 495 Prospect Avenue, West Orange, NJ 07052

b. **655-20** Hearing on Renewal for Plenary Retail Consumption, Distribution and Club Licenses for the 2020-2021 License Term (Clerk)

c. **656-20** Resolution Authorizing a Settlement Agreement on Behalf of License No. 0722-33-059-008 Rustica Restaurant and Lounge, 274 Main Street, West Orange, NJ

13. Adjournment

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

Agenda is subject to change.

183-20
October 6, 2020

RESOLUTION

WHEREAS, Vigilant Solutions, LLC ("Vigilant"), a Delaware Corporation with offices at 1152 Stealth Street in Livermore, California has created and maintains a database of license plate recognition data and booking images for use by law enforcement agencies throughout the United States; and

WHEREAS, Vigilant has implemented a program to provide access to its database to municipalities and law enforcement agencies in Essex County, New Jersey; and

WHEREAS, Vigilant provided to the West Orange Police Department (the "WOPD") a quotation and proposed agreement, annexed hereto as Exhibit **"A,"** for participation in the Essex County program providing access to its license plate recognition data and booking images database; and

WHEREAS, proposed quotation and agreement provide for an annual rate of $2,262.79 for access to the license plate recognition data and booking images.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, that the Township is authorized to enter into and execute the annexed agreement with Vigilant for access to Vigilant's license plate recognition data and booking images database as part of Vigilant's program with Essex County municipalities and law enforcement agencies and be it further

RESOLVED that the Police Chief of the WOPD is hereby authorized to execute the agreement annexed hereto as Exhibit **"A."**

Karen J. Carnevale, R.M.C.	**Michelle Casalino**
Township Clerk	**Council President**

Adopted: October 6, 2020

I hereby certify funds are available from Account No. _____

John Gross, Chief Financial Officer

Exhibit “**A**”

Quote For:

West Orange Police Department

Reference:
West Orange PD - County IDP

Quote By:

Vigilant Solutions, LLC
Chris Perez

Date: 04-02-19

Be Smart. Be Safe. Be Vigilant.

BACKGROUND & FACT SHEET

Facts:

Headquarters:	Livermore, California USA	Agency Users:	Approximately 15,000
Founded:	2005	R & D Staff:	> 70 full time
Agency Accounts:	Approximately 2,500	LPR Data Managed:	>10 billion detections

Company Origin: Vigilant Solutions originated from the race in the 1990's to produce advanced imaging systems to support the microchip industry. Founder Shawn Smith recognized an opportunity to re-purpose this technological expertise in efforts to enhance officer and community safety while providing needed law enforcement intelligence to combat broader issues such as narcotics trafficking and terrorism.

Passion: Protecting Officers, Families & Communities

Technologies & Core Competencies:

- License / Number Plate Recognition
- Law Enforcement Data Hosting
- Public Records Data Fusion
- Video Analytics & Surveillance
- Cartridge Case Analysis
- Facial Cataloguing / CCTV
- Facial Recognition
- Big Data Analytics
- Database Management and Scalability
- Nationwide Data Sharing

Innovations and Accomplishments:

- One of the largest LPR / ANPR data-sharing initiative in the world – over 4 Billion records
- First to offer hosted LPR / ANPR solution for law enforcement
- First to offer LPR / ANPR on a smart phone – Android and iPhone
- First to offer LPR / ANPR data harvested from commercial sources for law enforcement intelligence and analytic purposes
- First to incorporate the concept of "visits" for better analytical use of historical LPR data
- First to offer "Common Plate", "Associate Analysis" and "Locate Analysis"
- Integrated interoperability via LPRD / NIEM protocol
- Proven success integrating with all major LPR / ANPR competitive systems
- BallisticSearch™ allows agencies of any size to process ballistic evidence to develop investigative leads

	Vigilant Solutions, LLC **1152 Stealth Street** **Livermore, California 94551** **(P) 925-398-2079 (F) 925-398-2113**	**Be smart. Be safe. Be Vigilant.**

Issued To:	West Orange Police Department	Date:	04-02-19
Project Name:	West Orange PD – County IDP	Quote ID:	CPE-1029-01

Qty	Item #	Description
(1)	VS-IDP	**Investigative Data Platform** • Commercial LPR Data access o Access to all Vigilant commercially acquired national vehicle location data o Unlimited use by authorized agency personnel to complete suite of LEARN data analytics o Includes full use of hosted/managed LPR server account via LEARN • FaceSearch with Vigilant Image Gallery Access o Access to all agency/shared images and Vigilant Image Gallery o Unlimited use by authorized agency personnel to all FaceSearch tools
Year 1 Price (Excluding sales tax)		**$2,262.79**

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 30 days.
2. For every **$1.00 spent on hardware purchases, $0.35 will be credited towards the county** to be used towards the purchase of future years' access to data
3. Vigilant Solutions will ingest historical and ongoing data from existing LPR cameras at **no cost.**
4. This Quote does not include anything outside the above stated bill of materials.

Quoted by: Chris Perez – 516-859-1520 - chris.perez@vigilantsolutions.com

Total Price (Excluding sales tax)	**$2,262.79**

VIGILANT SOLUTIONS – INVESTIGATIVE DATA PLATFORM
STATE AND LOCAL LAW ENFORCEMENT AGENCY AGREEMENT

This Agreement is made and entered into effective _____, 2019 (the "**Effective Date")** between Vigilant Solutions, LLC, a Delaware corporation ("**Vigilant")** and Township of West Orange c/o the West Orange Police Department, an Originating Agency Identifier (ORI) credentialed law enforcement agency ("**Agency**") (collectively the **"Parties").**

A. Vigilant stores and disseminates to law enforcement agencies publicly and commercially gathered license plate recognition (LPR) data and booking images as a valued added component of the Vigilant law enforcement package of software; and

B. Agency desires to obtain access to Vigilant's Software Service with available publicly and commercially collected LPR data via the Law Enforcement Archival Reporting Network (LEARN) server and publicly and commercially collected booking images via the FaceSearch server; and

C. Agency may separately purchase LPR hardware components from Vigilant and/or its authorized reseller for use with the Software Service (as defined below);

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Definitions.

(a) Booking Images. Refers to both LEA Booking Images and Commercial Booking Images.

(b) Commercial Booking Images. Refers to images collected by commercial sources and available on the Software Service with a paid subscription.

(c) Commercial LPR Data. Refers to LPR data collected by private commercial sources and available on the Software Service with a paid subscription.

(d) Confidential Information. Refers to any and all (i) rights of Vigilant associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights and mask works, trademark and trade name rights and similar rights, trade secrets rights, patents, designs, algorithms and other industrial property rights, other intellectual and industrial property and proprietary rights of every kind and nature, whether arising by operation of law, by contract or license, or otherwise; and all registrations, applications, renewals, extensions, combinations, divisions or reissues of the foregoing; (ii) product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, and past, current and planned research and development; (iii) current and planned manufacturing and distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, and business plans; (iv) computer software and programs (including object code and source code), database technologies, systems, structures, architectures, processes, improvements, devices, discoveries, concepts, methods, and information of Vigilant; (v) any other information, however documented, of Vigilant that is a trade secret within the meaning of applicable state trade secret law or under other applicable law, including but not limited to the Software Service, the Commercial LPR Data and the Booking Images; (vi) information concerning the business and affairs of Vigilant (which includes historical financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel, contractors, agents, suppliers and potential suppliers, personnel training techniques and materials, and purchasing methods and techniques, however documented; and (vii) notes, analysis, compilations, studies, summaries and other material prepared by or for Vigilant containing or based, in whole or in part, upon any information included in the foregoing.

(e) LEA. Refers to a law enforcement agency.

(f) LEA Booking Images. Refers to images collected by LEAs and available on the Software Service for use by other LEAs. LEA Booking Images are freely available to LEAs at no cost and are governed by the contributing LEA's policies.

(g) LEA LPR Data. Refers to LPR data collected by LEAs and available on the Software Service for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA's retention policy.

(h) License Plate Recognition ("**LPR"**)**.** Refers to the process of utilizing cameras, either stationary or mounted on moving vehicles, to capture and interpret images of vehicle license plates.

(i) LPR Data. Refers to both LEA LPR Data and Commercial LPR Data.

(j) Software Service. Refers to a web based (hosted) suite of software applications consisting of analytical and investigative software located on a physical database server that also hosts LPR Data and Booking Images.

(k) User. Refers to an individual who is an agent and sworn officer of Agency and who is authorized by Agency to access the Software Service on behalf of Agency through login credentials provided by Agency.

2. Licensed Access to the Software Service.

(a) Grant of License. During the term of this Agreement, Vigilant grants Agency a non-exclusive, nontransferable right and license to access the Software Service for use in accordance with the terms of this Agreement.

(b) Authorized Use. Agency is prohibited from accessing the Software Service other than for law enforcement purposes.

(c) Ownership of Commercial LPR Data, Commercial Booking Images, FaceSearch Software and LEARN Software. Except for the rights expressly granted by Vigilant to Agency under this Agreement, Vigilant retains all title and rights to the Commercial LPR Data, Commercial Booking Images, FaceSearch Software and the LEARN Software. Nothing contained in this Agreement shall be deemed to convey to Agency or to any other party any ownership interest in or to any LPR Data, Booking Images, FaceSearch Software or LEARN Software.

(d) Restrictions on Use of Software Service. Except as expressly permitted under this Agreement, Agency agrees that it shall not, nor will it permit a User or any other party to, without the prior written consent of Vigilant, (i) copy, duplicate or grant permission to the Software Service or any part thereof; (ii) create, attempt to create, or grant permission to the source program and/or object program associated with the Software Service; (iii) decompile, disassemble or reverse engineer any software component of the Software Service for any reason, including, without limitation, to develop functionally similar computer software or services; or (iv) modify, alter or delete any of the copyright notices embedded in or affixed to the copies of any components of the Software Service. Agency shall instruct each User to comply with the preceding restrictions.

(e) Third Party Software and Data. If and to the extent that Vigilant incorporates the software and/or data of any third party into the Software Service, including but not limited to the LEA LPR Data, and use of such third party software and/or data is not subject to the terms of a license agreement directly between Agency and the third party licensor, the license of Agency to such third party software and/or data shall be defined and limited by the license granted to Vigilant by such third party and the license to the Software Service granted by Vigilant under this Agreement. Agency specifically acknowledges that the licensors of such third party software and/or data shall retain all ownership rights thereto, and Agency agrees that it shall not (i) decompile, disassemble or reverse engineer such third party software or otherwise use such third party software for any reason except as expressly permitted herein; (ii) reproduce the data therein for purposes other than those specifically permitted under this Agreement; or (iii) modify, alter or delete any of the copyright notices embedded in or affixed to such third party software. Agency shall instruct each User to comply with the preceding restrictions.

(f) Non-Exclusive Licensed Access. Agency acknowledges that the right or ability of Vigilant to license other third parties to use the Software Service is not restricted in any manner by this Agreement, and that it is Vigilant's intention to license a number of other LEAs to use the Software Service. Vigilant shall have no liability to Agency for any such action.

3. Other Matters Relating to Access to Software Service.

(a) Accessibility. The Software Service, LPR Data, Booking Images and associated analytical tools are accessible to LEAs ONLY.

(b) Access to LEA LPR Data. LEA LPR Data is provided as a service to LEAs at no additional charge.

(c) Access to LEA Booking Images. LEA Booking Images are provided as a service to LEAs at no additional charge.

(d) Eligibility. Agency shall only authorize individuals who satisfy the eligibility requirements of "Users" to access the Software Service. Vigilant in its sole discretion may deny Software Service access to any individual based on such person's failure to satisfy such eligibility requirements.

(e) Account Security (Agency Responsibility).

(1) Agency shall be responsible for assigning an account administrator who in turn will be responsible for assigning to each of Agency's Users a username and password (one per user account). An unlimited number of User accounts is provided. Agency will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Agency shall notify Vigilant immediately if Agency believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Agency must notify Vigilant immediately if Agency becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

(2) User logins are restricted to agents and sworn officers of the Agency. No User logins may be provided to agents or officers of other local, state, or Federal LEAs. LPR Data must reside within the Software Service and cannot be copied to another system, unless Agency purchases Vigilant's API. Booking Images must reside within the Software Service and cannot be copied to another system, unless Agency purchase Vigilant's API.

(f) Data Sharing. If Agency is a generator as well as a consumer of LEA LPR Data or LEA Booking Images, Agency at its option may share its LEA LPR Data and/or LEA Booking Images with similarly situated LEAs who contract with Vigilant to access the Software Service (for example, LEAs who share LEA LPR Data with other LEAs).

(g) Subscriptions. Software Service software applications, LPR Data and Booking Images are available to Agency and its Users on an annual subscription basis based the size of the agency.

(h) Application Programming Interface (API). Vigilant offers an API whereby Agency may load LPR Data and/or Booking Images and provide for ongoing updating of LPR Data or Booking Images into a third-party system of Agency's choosing. This service is offered as an optional service and in addition to the annual subscription fee described in **Section 3(g).**

4. Restrictions on Access to Software Service.

(a) Non-Disclosure of Confidential Information. Agency and each User will become privy to Confidential Information during the term of this Agreement. Agency acknowledges that a large part of Vigilant's competitive advantage comes from the collection and analysis of this Confidential Information and Agency's use, except as expressly permitted under this Agreement, and disclosure of any such Confidential Information would cause irreparable damage to Vigilant.

(b) Restrictions. As a result of the sensitive nature of the Confidential Information, Agency agrees, except to the extent expressly permitted under this Agreement, (i) not to use or disclose, directly or indirectly, and not to permit Users to use or disclose, directly or indirectly, any LPR location information obtained through Agency's access to the Software Service or any other Confidential Information; (ii) not to download, copy or reproduce any portion of the LPR Data and/or Booking Images and other Confidential Information; and (iii) not to sell, transfer, license for use or otherwise exploit the LPR Data and or Booking Images and other Confidential Information in any way. Additionally, Agency agrees to take all necessary precautions to protect the Confidential Information against its unauthorized use or disclosure and exercise at least the same degree of care in safeguarding the Confidential Information as Agency would with Agency's own confidential information and to promptly advise Vigilant in writing upon learning of any unauthorized use or disclosure of the Confidential Information. Except that Vigilant understands and acknowledges that the Agency is subject to the production of government records pursuant to the Open Public Records Act ("OPRA"), the common law right to access public records, and service of subpoenas for production of records in litigation for which the Agency is a party and for which Agency is not a party. In the event that Agency receives either: (i) an OPRA Request; (ii) a request under the common law right to access public records; and/or (iii) a subpoena or notice to produce documents which contains Confidential Information ("Document Request I"), the Agency will provide notice to Vigilant via email to the

identified individuals in Section 6(a) of this Agreement within forty-eight (48) hours of receipt of such Document Request. The Agency will withhold production of any response to the Document Request for a period of ten (10) days to allow Vigilant to obtain a protective order to prevent the production of a response to the Document Request. Agency agrees that is shall not oppose any such application for a protective order.

(c) Third Party Information. Agency recognizes that Vigilant has received, and in the future will continue to receive, from LEAs associated with Vigilant their confidential or proprietary information ("**Associated Third Party Confidential Information").** By way of example, Associated Third Party Confidential Information includes LEA LPR Data and/or LEA Booking Images. Agency agrees, except to the extent expressly permitted by this Agreement, (i) not to use or to disclose to any person, firm, or corporation any Associated Third Party Confidential Information, (ii) not to download, copy, or reproduce any Associated Third Party Confidential Information, and (iii) not to sell, transfer, license for use or otherwise exploit any Associated Third Party Confidential Information. Additionally, Agency agrees to take all necessary precautions to protect the Associated Third Party Confidential Information against its unauthorized use or disclosure and exercise at least the same degree of care in safeguarding the Associated Third Party Confidential Information as Agency would with Agency's own confidential information and to promptly advise Vigilant in writing upon learning of any unauthorized use or disclosure of the Associated Third Party Confidential Information. Except that Vigilant understands and acknowledges that the Agency is subject to the production of government records pursuant to the Open Public Records Act ("OPRA"), the common law right to access public records, and service of subpoenas for production of records in litigation for which the Agency is a party and for which Agency is not a party. In the event that Agency receives either: (i) an OPRA Request; (ii) a request under the common law right to access public records; and/or (iii) a subpoena or notice to produce documents which contains Associated Third Party Confidential Information ("Document Request II"), the Agency will provide notice to Vigilant via email to the identified individuals in Section 6(a) of this Agreement within forty-eight (48) hours of receipt of such Document Request II. The Agency will withhold production of any response to the Document Request II for a period of ten (10) days to allow Vigilant to obtain a protective order to prevent the production of a response to the Document Request II. Agency agrees that is shall not oppose any such application for a protective order.

(d) Non-Publication. Agency shall not create, publish, distribute, or permit any written, electronically transmitted or other form of publicity material that makes reference to the Software Service or this Agreement without first submitting the material to Vigilant and receiving written consent from Vigilant thereto. This restriction is specifically intended to ensure consistency with other media messaging.

(e) Non-Disparagement. Agency agrees not to use proprietary materials or information in any manner that is disparaging. This prohibition is specifically intended to preclude Agency from cooperating or otherwise agreeing to allow photographs or screenshots to be taken by any member of the media without the express consent of Vigilant. Agency also agrees not to voluntarily provide ANY information, including interviews, related to Vigilant, its products or its services to any member of the media without the express written consent of Vigilant.

(f) Manner of Use. Agency must use its account in a manner that demonstrates integrity, honesty, and common sense.

(g) Survival of Restrictions and Other Related Matters.

(1) Agency shall cause each User to comply with the provisions of this **Section 4.**

(2) Agency agrees to notify Vigilant immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this **Section 4** by Agency or any User, and Agency shall reasonably cooperate with Vigilant to regain possession of the Confidential Information, prevent its further unauthorized use, and otherwise prevent any further breaches of this **Section 4.**

(3) Agency agrees that a breach or threatened breach by Agency or a User of any covenant contained in this **Section 4** will cause irreparable damage to Vigilant and that Vigilant could not be made whole by monetary damages. Therefore, Vigilant shall have, in addition to any remedies available at law, the right to seek equitable relief to enforce this Agreement.

(4) No failure or delay by either Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof.

(5) The restrictions set forth in this **Section 4** shall survive the termination of this Agreement for an indefinite period of time.

5. Term and Termination.

(a) Term. The Initial Term of this Agreement shall be for a term of one (1) year from the Effective Date of this Agreement (the "Initial Term"). Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Agency with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a "Service Period"). This Agreement will be extended for a Service Period upon Agency's payment of that Service Period's Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Agency may also pay in advance for more than one Service Period.

(b) Termination.

(1) Agency may terminate this Agreement upon thirty (30) days prior written notice to Vigilant for any reason. If Agency's termination notice is based on an alleged breach by Vigilant, then Vigilant shall have thirty (30) days from the date of its receipt of Agency's notice of termination, which shall set forth in detail Vigilant's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Agency, Vigilant has not reasonably cured the described breach of this Agreement, this Agreement shall be terminated and Vigilant shall refund to Agency an amount calculated by multiplying the total amount of Service Fees and annual subscription fee paid by Agency for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. If Agency terminates this Agreement prior to the end of a Service Period for no reason, and not based on Vigilant's failure to cure the breach of a material term or condition of this Agreement, Agency shall not be entitled to a refund of the annual subscription fee, or any portion thereof, if Agency terminates the agreement prior to the end of a Service Period.

(2) Vigilant may terminate this Agreement by providing thirty (30) days written notice to Agency for any reason. If Vigilant's termination notice is based on an alleged breach by Agency, then Agency shall have thirty (30) days from the date of its receipt of Vigilant's notice of termination, which shall set forth in detail Agency's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Agency has not reasonably cured the described breach of this Agreement, Agency shall immediately discontinue all use of the LEARN Software Service. If Vigilant terminates this Agreement prior to the end of a Service Period for breach, no refund for any unused Service Fees will be provided. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Agency's failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Agency an amount calculated by multiplying the total amount of Service Fees (including the annual subscription fee) paid by Agency for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

(c) Effect of Termination. Upon termination or expiration of this Agreement for any reason, all licensed rights granted in this Agreement will immediately cease to exist and Agency must promptly discontinue all use of the Software Service, erase all LPR Data and/or Booking Images accessed through the Software Service from its computers, including LPR Data and/or Booking Images transferred through an API, and return all copies of any related documentation and other materials.

6. Miscellaneous.

(a) Notices. Any notice under this Agreement must be written. Notices must be addressed to the recipient and either (i) hand delivered; (ii) placed in the United States mail, certified, return receipt requested; (iii) deposited with an overnight delivery service; or (iv) sent via e-mail and followed with a copy sent by overnight delivery or regular mail, to the address or e-mail address specified below. Any mailed notice is effective three (3) business days after the date of deposit with the United States Postal Service or the overnight delivery service, as applicable; all other notices are

effective upon receipt. A failure of the United States Postal Service to return the certified mail receipt to the dispatcher of such notice will not affect the otherwise valid posting of notice hereunder.

Addresses for all purposes under this Agreement are:

Vigilant Solutions, LLC

Attn: Steve Cintron

1152 Stealth Street

Livermore, California 94551

Telephone: 925-398-2079

E-mail: steve.cintron@vigilantsolutions.com

with a copy to:

Holland, Johns & Penny, L.L.P.
Attn: Margaret E. Holland
306 West Seventh Street, Suite 500
Fort Worth, Texas 76102
Telephone: 817-335-1050
E-mail: meh@hjpllp.com

Township of West Orange c/o the West Orange Police Department

Attn: Police Chief James P. Abbott

66 Main Street

West Orange, New Jersey 07052

Telephone: 973-325-4030

E-mail: policechief@wopd.org

with a copy to:

McManimon, Scotland & Baumann, LLC
Attn: Richard D. Trenk, Esq.
75 Livingston Avenue, Suite 201
Roseland, New Jersey 07068
Telephone: 973-622-1800
E-mail: rtrenk@msbnj.com

Township of West Orange
Attn: Municipal Clerk
66 Main Street

West Orange, New Jersey 07052
Telephone: 973-325-4166
E-mail: clerk@westorange.org

Either party may designate another address for this Agreement by giving the other party at least five (5) business days' advance notice of its address change. A party's attorney may send notices on behalf of that party, but a notice is not effective against a party if sent only to that party's attorney.

(b) Disclaimer. Vigilant makes no express or implied representations or warranties regarding Vigilant's equipment, website, online utilities or their performance, availability, functionality, other than a warranty of merchantability and fitness for the particular purpose of searching for license plate locations in the database and performing other related analytical functions. Any other implied warranties of merchantability or fitness for a particular purpose are expressly disclaimed and excluded.

(c) Limitations of Liability. THE PARTIES WILL NOT BE LIABLE TO EACH OTHER UNDER ANY CIRCUMSTANCES WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST OF BUSINESS). EXCEPT FOR THE PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, THE PARTIES' CUMULATIVE LIABILITY TO EACH OTHER ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED $10,000.00 REGARDLESS OF THE THEORY OF LIABILITY.

(d) Indemnification. The Parties agree to indemnify, defend and hold harmless the other Party and its employees, representatives, agents, officers, directors, and employees (each, an "**Indemnified Party"),** against any and all claims, suits, actions, or other proceedings brought against the Indemnified Party based on or arising from any claim: (i) resulting from the Indemnifying Party's breach of this Agreement; (ii) that involves any vehicle owned or operated by the Indemnifying Party or any employee or independent contractor hired by the Indemnifying Party; or (iii) based on the Indemnifying Party's negligent actions or omissions.

(e) Independent Contractor Status. Each party will at all times be deemed to be an independent contractor with respect to the subject matter of this Agreement and nothing contained in this Agreement will be deemed or construed in any manner as creating any partnership, joint venture, joint enterprise, single business enterprise, employment, agency, fiduciary or other similar relationship.

(f) Assignment of this Agreement. Neither Party may assign its rights or obligations under this Agreement to any party, without the express written consent of the other Party which shall not be unreasonably withheld.

(g) No Exclusivity. Vigilant may at any time, directly or indirectly, engage in similar arrangements with other parties, including parties which may conduct operations in geographic areas in which Agency operates. Additionally, Vigilant reserves the right to provide LPR Data and Booking Images to third-party entities for purposes of promotions, marketing, business development or any other commercially reasonable reason that Vigilant deems necessary and appropriate.

(h) No Reliance. The Parties represent that they have independently evaluated this Agreement and is not relying on any representation, guarantee, or statement from the other Party or any other party, other than as expressly set forth in this Agreement.

(i) Governing Law; Venue. THIS AGREEMENT IS GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REGARD TO CONFLICTS-OF-LAWS PRINCIPLES. THE PARTIES HERETO CONSENT THAT VENUE OF ANY ACTION BROUGHT UNDER THIS AGREEMENT WILL BE IN ESSEX COUNTY, NEW JERSEY.

(j) Amendments. Except as otherwise permitted by this Agreement, no amendment to this Agreement or waiver of any right or obligation created by this Agreement will be effective unless it is in writing and signed by both parties. The waiver of any breach or default by either Party will not constitute a waiver of any other or subsequent breach or default by that Party.

(k) Entirety. This Agreement and the Agency's purchase order, setting forth Vigilant's Software Service being purchased by Agency pursuant to this Agreement and the related product code and subscription price, represent

the entire agreement between the parties and supersede all prior agreements and communications, oral or written between the parties. Except to the limited extent expressly provided in this **Section 6(j),** no contrary or additional terms contained in any purchase order or other communication from Agency will be a part of this Agreement.

(l) Force Majeure. Neither party will be liable for failure to perform or delay in performing any obligation under this Agreement if nonperformance is caused by an occurrence beyond the reasonable control of such party and without its fault or negligence such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, delays of common carriers, or any other cause beyond the reasonable control of such party.

(m) Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(n) Price Adjustments. Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however,* that in no event will a Service Fee be increased by more than 4% of the prior Service Period's Service Fees. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Agency notice of the proposed increase on or before the date that Vigilant invoices Agency for the upcoming Service Period as set forth in Section 5(a) of this Agreement.

(o) CJIS Requirements. Agency certifies that its LEARN users shall comply with the CJIS requirements outlined in Exhibit A.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by persons duly authorized as of the date and year first above written.

Company: Vigilant Solutions, LLC

Authorized Agent: Bill Quinlan

Title: Vice President Sales Operations

Date: _____

Signature: _____

Agency: Township of West Orange via the West Orange Police Department

Authorized Agent: Police Chief James P. Abbott

Title: Police Chief of the West Orange Police Department

Date: _____

Signature: _____

[signature page – Investigative Data Platform
State and Local Law Enforcement Agency Agreement]

Exhibit A: CJIS Requirements

Vigilant and Agency agree on the importance of data security, integrity and system availability and that these security objectives will only be achieved through shared responsibility. Vigilant and Agency agree they will more likely be successful with information security by use of the Vigilant supplied technical controls and client Agency use of those controls; in conjunction with agency and personnel policies to protect the systems, data and privacy.

Vigilant and Agency agree that Agency owned and FBI-CJIS supplied data in Vigilant systems does not meet the definition of FBI-CJIS provided Criminal Justice Information (CJI). Regardless, Vigilant agrees to treat the Agency-supplied information in Vigilant systems as CJI. Vigilant will strive to meet those technical and administrative controls; ensuring the tools are in place for the proper protection of systems, information and privacy of individuals to the greatest degree possible.

Vigilant and Agency agree that information obtained or incorporated into Vigilant systems may be associated with records that are sensitive in nature having, tactical, investigative and Personally Identifiable Information. As such, that information will be treated in accordance with applicable laws, policies and regulations governing protection and privacy of this type of data.

Vigilant and Agency agree that products and services offered by Vigilant are merely an investigative tool to aid the client in the course of their duties and that Vigilant make no claims that direct actions be initiated based solely upon the information responses or analytical results. Further, Vigilant and Agency agree that Agency is ultimately responsible for taking the appropriate actions from results, hits, etc. generated by Vigilant products and require ongoing training, human evaluation, verifying the accuracy and currency of the information, and appropriate analysis prior to taking any action.

As such, the parties agree to do the following:

Vigilant:

1. Vigilant has established the use of FBI-CJIS Security Policy as guidance for implementing technical security controls in an effort to meet or exceed those Policy requirements.
2. Vigilant agrees to appoint a CJIS Information Security Officer to act as a conduit to the client Contracting Government Agency, Agency Coordinator, to receive any security policy information and disseminate to the appropriate staff.
3. Vigilant agrees to adhere to FBI-CJIS Security Policy Awareness Training and Personnel Screening standards as required by the Agency.
4. Vigilant agrees, by default, to classify all client supplied data and information related to client owned infrastructure, information systems or communications systems as “Criminal Justice Data”. All client information will be treated at the highest level of confidentiality by all Vigilant staff and authorized partners. Vigilant has supporting guidance/policies for staff handling the full life cycle of information in physical or electronic form and has accompanying disciplinary procedures for unauthorized access, misuse or mishandling of that information.
5. Vigilant will not engage in data mining, commercial sale, unauthorized access and/or use of any of Agency owned data.
6. Vigilant and partners agree to use their formal cyber Incident Response Plan if such event occurs.

7. Vigilant agrees to immediately inform Agency of any cyber incident or data breach, to include DDoS, Malware, Virus, etc. that may impact or harm client data, systems or operations so proper analysis can be performed and client Incident Response Procedures can be initiated.
8. Vigilant will only allow authorized support staff to access Agency's account or Agency data in support of Agency as permitted by the terms of contracts.
9. Vigilant agrees to use training, policy and procedures to ensure support staff use proper handling, processing,
   storing, and communication protocols for Agency data.
10. Vigilant agrees to protect client systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
11. Vigilant agrees to inform Agency of any unauthorized, inappropriate use of data or systems.
12. Vigilant will design software applications to facilitate FBI-CJIS compliant information handling, processing, storing, and communication of Agency.
13. Vigilant will advise Agency when any software application or equipment technical controls are not consistent with meeting FBI-CJIS Policy criteria for analysis and due consideration.
14. Vigilant agrees to use the existing Change Management process to sufficiently plan for system or software changes and updates with Rollback Plans.
15. Vigilant agrees to provide technical security controls that only permit authorized user access to Agency owned data and Vigilant systems as intended by Agency and data owners.
16. Vigilant agrees to meet or exceed the FBI-CJIS Security Policy complex password construction and change rules.
17. Vigilant will only provide access to Vigilant systems and Agency owned information through Agency managed rolebased access and applied sharing rules configured by Agency.
18. Vigilant agrees to provide technical controls with additional levels of user Advanced Authentication in Physically Non-Secure Locations.
19. Vigilant agrees to provide compliant FIPS 140-2 Certified 128-bit encryption to Agency owned data during transport and storage ("data at rest") while in the custody and control of Vigilant.
20. Vigilant agrees to provide firewalls and virus protection to protect networks, storage devices and data.
21. Vigilant agrees to execute archival, purges and/or deletion of data as configured by the data owner.
22. Vigilant agrees to provide auditing and alerting tools within the software applications so Agency can monitor access and activity of Vigilant support staff and Agency users for unauthorized access, disclosure, alteration or misuse of Agency owned data. (Vigilant support staff will only have access when granted by Agency.)
23. Vigilant will only perform direct support remote access to Agency systems/infrastructure when requested, authorized and physically granted access to the applications/systems by Agency. This activity will be documented by both parties.
24. Vigilant creates and retains activity transaction logs to enable auditing by Agency data owners and Vigilant staff.
25. Vigilant agrees to provide physical protection for the equipment-storing Agency data along with additional technical controls to protect physical and logical access to systems and data.
26. Vigilant agrees to participate in any Information or Technical Security Compliance Audit performed by Agency, state CJIS System Agency or FBI-CJIS Division.
27. Vigilant agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by Agency.
28. Vigilant agrees that Agency owns all Agency contributed data to include "hot-lists", scans, user information etc., is only shared as designated by the client and remains the responsibility and property of Agency.

Agency:

1. Agency agrees to appoint an Agency Coordinator as a central Point of Contact for all FBI-CJIS Security Policy related matters and to assign staff that are familiar with the contents of the FBI-CJIS Security Policy.
2. Agency agrees to have the Agency Coordinator provide timely updates with specific information regarding any new FBI-CJIS, state or local information security policy requirements that may impact Vigilant compliance or system/application development and, to facilitate obtaining certifications, training, and fingerprint-based background checks as required.
3. Agency agrees to inform Vigilant when any FBI-CJIS Security Awareness Training, personnel background screening or execution of FBI-CJIS Security Addendum Certifications are required.
4. Agency agrees to immediately inform Vigilant of any relevant data breach or cyber incident, to include DDoS, Malware, Virus, etc. that may impact or harm Vigilant systems, operations, business partners and/or other Agencies, so proper analysis can be performed, and Incident Response Procedures can be initiated.
5. Agency agrees that they are responsible for the legality and compliance of information recorded, submitted or placed in Vigilant systems and use of that data.
6. Agency agrees that they are responsible for proper equipment operation and placement of equipment.
7. Agency agrees that they are responsible for vetting authorized user access to Vigilant systems with due consideration of providing potential access to non-Agency information.
8. Agency agrees that responsibility and control of persons granted access to purchased Vigilant systems, along with data stored and transmitted via Vigilant systems, is that of the Agency.
9. Agency agrees that they have responsibility for all data security, handling and data protection strategies from point of acquisition, during transport and until submission ("Hotlist upload") into Vigilant systems.
10. Agency agrees to reinforce client staff policies and procedures for secure storage and protection of Vigilant system passwords.
11. Agency agrees to reinforce client staff policies for creating user accounts with only government domain email addresses. Exceptions will be granted in writing.
12. Agency agrees to reinforce client staff policies for not sharing user accounts.
13. Agency agrees to use Vigilant role-based access as designed to foster system security and integrity.
14. Agency agrees that they control, and are responsible for, appropriate use and data storage policies as well as procedures for the data maintained outside the Vigilant systems. This includes when any information is disseminated, extracted or exported out of Vigilant systems.
15. Agency agrees that they control and are responsible for developing policies, procedures and enforcement for applying deletion/purging and dissemination rules to information within and outside the Vigilant systems.
16. Agency agrees that it is their responsibility to ensure data and system protection strategies are accomplished through the tools provided by Vigilant for account and user management features along with audit and alert threshold features.
17. Agency agrees to use the "virtual escorting" security tools provided for managing client system remote access and monitor Vigilant support staff when authorized to assist the client.
18. Agency agrees that the Vigilant designed technical controls and tools will only be effective in conjunction with Agency created policies and procedures that guide user access and appropriate use of the system.
19. Agency agrees that information and services provided through Vigilant products do not provide any actionable information, Agency users are responsible for the validity and accuracy of their data and developing procedures to verify information with the record owner and other systems (NCIC) based upon the potential lead generated.

184-20
October 6, 2020

RESOLUTION

WHEREAS, ALAN PECORELLA, is the owner of the single-family dwelling at 45 Burnett Terrace (Block 45.02, Lot 33) and

WHEREAS, ALAN PECORELLA, is an honorably discharged veteran who has been certified as one hundred (100%) totally disabled veteran entitled to exemption from real estate taxes pursuant to N.J.S. 54: 4-3.30 et seq as of July 20, 2020; and

WHEREAS, ALAN PECORELLA, has been granted total exemption from real estate taxes; and

WHEREAS, the Tax Collector has advised that ALAN PECORELLA is due and owing a refund in the sum of $2,742.44; and

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that ALAN PECORELLA be granted exemption from real estate taxes, as a totally disabled veteran, pursuant to N.J.S. 54: 4-3.30 et seq.

BE IT FURTHER RESOLVED that the Tax Assessor and Tax Collector adjust their records to reflect the aforementioned grant of exemption.

BE IT FURTHER RESOLVED that the Tax Collector refund the sum of $2,742.44 to ALAN PECORELLA which sum represents real estate taxes paid.

Karen J. Carnevale, R.M.C. **Township Clerk**	**Michelle Casalino** **Council President**

Adopted: October 6, 2020

I hereby certify funds are available from Account No. _____

John Gross, Chief Financial Officer

185-20
October 6, 2020

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") is interested in awarding a contract for affordable housing planning and consulting services to implement the Fair Share Housing Settlement and related matters ("Affordable Housing Planning and Consulting Services" or "AHS"); and

WHEREAS, the Township seeks to utilize Competitive Contracting in lieu of public bidding ("Competitive Contracting") whereby the Township can award the contract for AHS utilizing criteria including price and other factors;

WHEREAS, Competitive Contracting involves a procedure wherein proposals are evaluated and ranked in a methodology by scoring of categories in technical, management and cost related criteria; and

WHEREAS, pursuant to N.J.S.A. 40A:11-4.1(b)(2) of the Local Public Contracts Law a municipality can utilize Competitive Contracting to award either "a for-profit entity or a not-for-profit entity" a contract for the "operation, management or administration of recreational or social service facilities or programs;" and

WHEREAS, pursuant to N.J.S.A. 40A:11-4.3 a resolution of the governing body is required to authorize the use of competitive contracting each time specialized goods or services are desired to be contracted.

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township is authorized to initiate the competitive contracting process for the award of a contract for Affordable Housing Planning and Consulting Services consistent with the requirements of N.J.S.A. 40A:11-4.3 of the Local Public Contracts Law.

Karen J. Carnevale, R.M.C. **Municipal Clerk**	**Michelle Casalino** **Council President**

Adopted: October 6, 2020

186-20
October 6, 2020

RESOLUTION APPOINTING RECYCLING COORDINATOR

WHEREAS, the Mandatory Source Separation and Recycling Act. P.L. 1987, c 102, has established a recycling fund from which tonnage grants may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, it is the intent and spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop, new municipal recycling programs and to continue and expand existing programs; and

WHEREAS, the New Jersey Department of Environmental Protection promulgates recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, the New Jersey Department of Environmental Protection mandate a municipality name a municipal Recycling Coordinator; and

WHEREAS, a vacancy occurred on October 1, 2020 due to the former Coordinator's retirement; and

WHEREAS, Mayor Parisi recommends Michael Fonzino to fill said vacancy;

NOW, THEREFORE, BE IT RESOLVED by the West Orange Township Council hereby designates Michael Fonzino as the Township's Municipal Recycling Coordinator; and,

BE IT FURTHER RESOLVED by the Township of West Orange Council that Michael Fonzino be compensated as Municipal Recycling Coordinator in accordance with the Township's effective salary ordinance.

Karen J. Carnevale, R.M.C. **Township Clerk**	**Michelle Casalino** **Council President**

Adopted: October 6, 2020

187-20
October 6, 2020

RESOLUTION APPOINTING CLEAN COMMUNITIES COORDINATOR

WHEREAS, the Township of West Orange participates in New Jersey's Clean Communities Program, which is a comprehensive, statewide liter-abatement program; and

WHEREAS, in order to participate in the Clean Communities Program, the Township must designate a Clean Communities Coordinator; and

WHEREAS, a vacancy exists in the position of Clean Communities Coordinator effective October 1, 2020, due to the retirement of the previous Clean Communities Coordinator; and

WHEREAS, Mayor Parisi recommends Michael Fonzino to fill said vacancy;

NOW, THEREFORE, BE IT RESOLVED by the West Orange Township Council hereby designates Michael Fonzino as the Township's Clean Communities Coordinator; and,

BE IT FURTHER RESOLVED by the Township of West Orange Council that Michael Fonzino be compensated as Clean Communities Coordinator in accordance with the Township's effective salary ordinance.

Karen J. Carnevale, R.M.C. **Township Clerk**	**Michelle Casalino** **Council President**

Adopted: October 6, 2020

188-20
October 6, 2020

RESOLUTION TO HOLD A CLOSED SESSION

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

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

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

BE IT RESOLVED, that the Township Council of the Township of West Orange, now assembled in public session at its regular meeting of **October 6, 2020** enter into a closed session to consider the following matter(s).

( ) 1. Discussion of any material, the disclosure of which constitutes an invasion of individual privacy.

( ) 2. A collective bargaining agreement or the terms of provisions of same.

( ) 3. Techniques or tactic utilized to protect the safety and property of the public provided that their disclosure could impair such protection.

( ) 4. An investigation of violations or possible violations of the laws of the State of New Jersey and/or the Township of West Orange Administrative Code.

(X) 5. Pending or anticipated litigation or contract negotiation in which this body is or maybe a party.

( ) 6. A matter falling within the attorney-client privilege to the extent that confidentiality is required in order for the attorney to exercise his ethical duties to this body.

(**X**) 7. Personnel matters.

( ) 8. Discussion of any matter which by express provision of Federal law or State statute or rule of Court shall be rendered confidential.

( ) 9. Discussion of any matter in which the release of information would impair a right to receive funds from the Government of the United Sates.

( ) 10. Discussion of any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.

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

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

Pending or anticipated litigation or contract negotiation

Resolution Authorizing an Executive Session to Discuss a Matter of Litigation Specifically a Personnel Matter

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

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

The foregoing resolution was duly adopted by the Township Council of the Township of West Orange at a public meeting held on **October 6, 2020.**

Motion:

Second:

Vote

Aye:

Opposed:

Karen J. Carnevale, R.M.C. **Municipal Clerk**	**Michelle Casalino** **Council President**

Adopted: October 6, 2020

189-20

October 6, 2020

RESOLUTION

WHEREAS, the Township of West Orange seeks to award a contract for services and facilities for recreational services and social services for the residents of the Township of West Orange, and for the period commencing January 1, 2020 and ending December 31, 2020; and

WHEREAS, the Township of West Orange Community House (the "Community House"), has agreed to provide such services, including, but not limited to after school programs and pre-school programs consistent with the terms of the agreement annexed hereto as Exhibit **"A"** (the "Agreement"); and

WHEREAS, the aggregate of public funds to be expended for the provision of such services and use of facilities is **Forty Thousand Dollars ($40,000.00)** which falls below the bid threshold allowing award of the Agreement without public advertisements for bids.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Township is hereby authorized to enter into the Agreement, annexed hereto as Exhibit **"A"** with the Community for recreational services and social services for residents of the Township; and be if further

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

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

Karen J. Carnevale, R.M.C. **Township Clerk**	**Michelle Casalino** **Council President**

Adopted: October 6, 2020

I hereby certify funds are available from Account No. _____

John Gross, Chief Financial Officer

189-20

AGREEMENT

THIS AGREEMENT, made this _____ day of September 2020, by and between: the TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as the "Township;"; and the West Orange Community House, a nonprofit corporation of the State of New Jersey having its principal offices at 242 Main Street, West Orange, New Jersey, hereinafter referred to as the "COMMUNITY HOUSE."

W I T N E S S E T H:

WHEREAS, the Township desires to provide certain recreational services, social services, activities, and facilities to the residents of the Township of West Orange; and

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

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

1. For the period of January 1, 2020 to December 31, 2020, the COMMUNITY HOUSE shall provide and make available to West Orange residents, services and facilities for participation by such Township residents.

2. The referenced facilities and services shall be supervised and operated by personnel provided by COMMUNITY HOUSE, whose personnel shall be solely the employees and volunteers of COMMUNITY HOUSE who is responsible to pay them, where appropriate, at the sole discretion of the COMMUNITY HOUSE.

3. The COMMUNITY HOUSE shall provide, at its own expense, Workers Compensation Insurance, covering its employees performing hereunder, and public

liability insurance with limits of Five Hundred Thousand Dollars ($500,000.00) to One Million Dollars ($1,000,000.00) Said insurance shall name the Township as an insured and shall be with carriers satisfactory to the Township and authorized to do business in New Jersey. Certificates of Insurance evidencing the foregoing shall be furnished to the Township upon execution of this Agreement.

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

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

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

7. It is understood that this Agreement shall be deemed effective as of January 1, 2019.

8. Township shall pay to the COMMUNITY HOUSE, for the services to be provided hereunder for the full one-year term, the sum of **Forty Thousand Dollars ($40,000.00)**.

9. The manner of payment shall be as determined jointly by the President of the COMMUNITY HOUSE and Director of the Township's Department of Recreation.

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

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

A. All covered employees of the COMMUNITY HOUSE performing services hereunder shall be paid not less than the prevailing wage rate as specified.

B. The COMMUNITY HOUSE shall maintain accurate records showing: (i) name, (ii) kind of work performed and (iii) actual hourly rate of wage paid to each covered employee employed hereunder. Such records shall be maintained for three (3) years from date of payment and shall be available for inspection by the Township's Business Administrator or his designee on request.

C. The COMMUNITY HOUSE shall post the prevailing wage rate for each covered employee performing worker hereunder, as determined by the Commissioner of Labor and Industry of the State of New Jersey, including the effective date of any changes thereof, in a prominent and easily accessible place and the principal offices of the COMMUNITY HOUSE.

D. If it is found that any covered employee of the COMMUNITY HOUSE is paid less than the required wage rates Township may, on written notice to the COMMUNITY HOUSE terminate the COMMUNITY HOUSE's rights to proceed hereunder, or as to such portion of services rendered hereunder

as to which there has been a failure to pay the required wages. Township may then arrange to prosecute the rendering of the services hereunder by other means, in which event the COMMUNITY HOUSE shall be liable to the Township for costs and damages incurred by the Township.

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

F. The COMMUNITY HOUSE agrees to be bound by the provisions of **"SCHEDULE A"** attached hereto and made of part hereof.

11. The COMMUNITY HOUSE agrees to submit an Annual Summary Report to the Township, consistent with the form provided in the Participant Manual, no later than December 31, 2020.

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

ATTEST: TOWNSHIP OF WEST ORANGE

_____ _____

Karen J. Carnevale
Municipal Clerk

BY: Robert D. Parisi, Mayor

ATTEST: TOWNSHIP OF WEST ORANGE COMMMUNITY HOUSE

_____ _____

SECRETARY BY:

PRESIDENT

"SCHEDULE A"

(I) During the performance of this agreement the COMMUNITY HOUSE agrees as follows:

a. The COMMUNITY HOUSE will not discriminate against any employee of applicant for employment because of age, race, creed, color, national, origin, ancestry, marital status or sex. The COMMUNITY HOUSE will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The COMMUNITY HOUSE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

b. The COMMUNITY HOUSE will, in all solicitations or advertisements for employees placed by or on behalf of the COMMUNITY HOUSE, state that all qualified applicants will receive consideration for employment without regard to age, creed, color, national origin, ancestry, marital status or sex;

c. The COMMUNITY HOUSE will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the COMMUNITY HOUSE's commitments under this act and shall post copies of the notice in conspicuous

places available to employees and applicants for employment.

d. The COMMUNITY HOUSE agrees to comply with any regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

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

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

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

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

of New Jersey, and applicable federal law and applicable federal court decisions.

190-20
October 6, 2020

RESOLUTION

WHEREAS, the Township of West Orange seeks to award a contract for services and facilities for recreation, sports, and athletic activities for the residents of the Township of West Orange, and for the period commencing January 1, 2020 and ending December 31, 2020; and

WHEREAS, the Police Athletic League (the "PAL"), has agreed to provide such services, including, but not limited to providing services and facilities for recreation, sports, and athletic activities in the Township consistent with the terms of the agreement annexed hereto as Exhibit **"A"** (the "Agreement"); and

WHEREAS, the aggregate of public funds to be expended for the provision of such services and use of facilities is **Twelve Thousand Five Hundred Dollars ($12,000.00)** which falls below the bid threshold allowing award of the Agreement without public advertisements for bids.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Township is hereby authorized to enter into the Agreement, annexed hereto as Exhibit **"A"** with PAL services and facilities for recreation, sports, and athletic activities for residents of the Township; and be if further

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

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

_____	_____
Karen J. Carnevale, R.M.C.	**Michelle Casalino**
Township Clerk	**Council President**

Adopted: October 6, 2020

I hereby certify funds are available from Account No. _____

_____

John Gross, Chief Financial Officer

190-20

AGREEMENT

THIS AGREEMENT, made this _____ day of September 2020, by and between: the TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as the "Township;"; and POLICE ATHLETIC LEAGUE, a nonprofit corporation of the State of New Jersey having its principal offices at Prospect Place, West Orange, New Jersey, hereinafter referred to as the "PAL."

W I T N E S S E T H:

WHEREAS, the Township desires to provide certain recreational services, social services, activities, and facilities to the residents of the Township of West Orange; and

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

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

1. For the period of January 1, 2020 to December 31, 2020, the PAL shall provide and make available to West Orange residents, services and facilities for participation by such Township residents.

2. The referenced facilities and services shall be supervised and operated by personnel provided by the PAL, whose personnel shall be solely the employees and volunteers of PAL who is responsible to pay them, where appropriate, at the sole discretion of the PAL.

3. The PAL shall provide, at its own expense, Workers Compensation Insurance, covering its employees performing hereunder, and public liability insurance with limits of Five Hundred Thousand Dollars ($500,000.00) to One Million Dollars

($1,000,000.00). Said insurance shall name the Township as an insured and shall be with carriers satisfactory to the Township and authorized to do business in New Jersey. Certificates of Insurance evidencing the foregoing shall be furnished to the Township upon execution of this Agreement.

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

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

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

7. It is understood that this Agreement shall be deemed effective as of January 1, 2019.

8. Township shall pay to the PAL, for the services to be provided hereunder for the full one-year term, the sum of **Twelve Thousand Dollars ($12,000.00)**.

9. The manner of payment shall be as determined jointly by the President of the PAL and Director of the Township's Department of Recreation.

10. The parties hereto agree that the provisions of the New Jersey Prevailing Wage Act shall apply hereto the extent held applicable to a volunteer organization. Accordingly, the PAL agrees to comply with the provisions of N.J.S.A. 34:11-56.25 through 34:11-56.33, the provisions of which are hereby incorporated by reference as though stated at length herein. The PAL hereby declares that it is aware of the prevailing

wage rates on file in the Township Hall of the Township pursuant to the New Jersey Prevailing Wage Act and agrees to comply therewith to the extent held applicable to volunteer organizations. The PAL further agrees as follows:

A. All covered employees of the PAL performing services hereunder shall be paid not less than the prevailing wage rate as specified.

B. The PAL shall maintain accurate records showing: (i) name, (ii) kind of work performed and (iii) actual hourly rate of wage paid to each covered employee employed hereunder. Such records shall be maintained for three (3) years from date of payment and shall be available for inspection by the Township's Business Administrator or his designee on request.

C. The PAL shall post the prevailing wage rate for each covered employee performing worker hereunder, as determined by the Commissioner of Labor and Industry of the State of New Jersey, including the effective date of any changes thereof, in a prominent and easily accessible place and the principal offices of the PAL.

D. If it is found that any covered employee of the PAL is paid less than the required wage rates Township may, on written notice to the PAL terminate the PAL's rights to proceed hereunder, or as to such portion of services rendered hereunder as to which there has been a failure to pay the required wages. Township may then arrange to prosecute the rendering of the services hereunder by other means, in which event the PAL shall be liable to the Township for costs and damages incurred by the Township.

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

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

11. The PAL agrees to submit an Annual Summary Report to the Township, consistent with the form provided in the Participant Manual, no later than December 31, 2020.

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

ATTEST: TOWNSHIP OF WEST ORANGE

_____ _____

Karen J. Carnevale BY: Robert D. Parisi, Mayor
Municipal Clerk

ATTEST: POLICE ATHLETIC LEAGUE

_____ _____

SECRETARY BY:
PRESIDENT

"SCHEDULE A"

(I) During the performance of this agreement the PAL agrees as follows:

a. The PAL will not discriminate against any employee of applicant for employment because of age, race, creed, color, national, origin, ancestry, marital status or sex. The PAL will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The PAL agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

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

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

d. The PAL agrees to comply with any regulations promulgated by the

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

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

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

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

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

191-20
October 6, 2020

RESOLUTION

WHEREAS, the Township of West Orange seeks to award a contract for recreational services and social services for the residents of the Township of West Orange, and for the period commencing January 1, 2020 and ending December 31, 2020; and

WHEREAS, the Mountain Top League (the "MTL"), has agreed to provide such services, including, but not limited to organizing youth sports and athletic activities in the Township consistent with the terms of the agreement annexed hereto as Exhibit **"A"** (the "Agreement"); and

WHEREAS, the aggregate of public funds to be expended for the provision of such services is **Nine Thousand Five Hundred Dollars ($9,500.00)** which falls below the bid threshold allowing award of the Agreement without public advertisements for bids.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Township is hereby authorized to enter into the Agreement, annexed hereto as Exhibit **"A"** with MTL for recreational services and social services for the residents of the Township; and be if further

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

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

_____	_____
Karen J. Carnevale, R.M.C.	**Michelle Casalino**
Township Clerk	**Council President**

Adopted: October 6, 2020

I hereby certify funds are available from Account No. _____

_____

John Gross, Chief Financial Officer

191-20

AGREEMENT

THIS AGREEMENT, made this _____ day of September 2020, by and between: the TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as the "Township;"; and MOUNTAIN TOP LEAGUE, a nonprofit corporation of the State of New Jersey having its principal offices at 12 Old Indian Road, West Orange, New Jersey, hereinafter referred to as the "MTL."

W I T N E S S E T H:

WHEREAS, the Township desires to provide certain recreational services, social services, activities, and facilities to the residents of the Township of West Orange; and

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

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

1. For the period of January 1, 2020 to December 31, 2020, the MTL shall provide and make available to West Orange residents, services and facilities for participation by such Township residents.

2. The referenced facilities and services shall be supervised and operated by personnel provided by MTL, whose personnel shall be solely the employees and volunteers of MTL who is responsible to pay them, where appropriate, at the sole discretion of the MTL.

3. The MTL shall provide, at its own expense, Workers Compensation Insurance, covering its employees performing hereunder, and public liability insurance with limits of Five Hundred Thousand Dollars ($500,000.00) to One Million Dollars

($1,000,000.00) Said insurance shall name the Township as an insured and shall be with carriers satisfactory to the Township and authorized to do business in New Jersey. Certificates of Insurance evidencing the foregoing shall be furnished to the Township upon execution of this Agreement.

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

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

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

7. It is understood that this Agreement shall be deemed effective as of January 1, 2019.

8. Township shall pay to the MTL, for the services to be provided hereunder for the full one-year term, the sum of **Nine Thousand Five Hundred Dollars ($9,500.00)**.

9. The manner of payment shall be as determined jointly by the President of the MTL and Director of the Township's Department of Recreation.

10. The parties hereto agree that the provisions of the New Jersey Prevailing Wage Act shall apply hereto the extent held applicable to a volunteer organization. Accordingly, the MTL agrees to comply with the provisions of N.J.S.A. 34:11-56.25 through 34:11-56.33, the provisions of which are hereby incorporated by reference as though stated at length herein. The MTL hereby declares that it is aware of the prevailing

wage rates on file in the Township Hall of the Township pursuant to the New Jersey Prevailing Wage Act and agrees to comply therewith to the extent held applicable to volunteer organizations. The MTL further agrees as follows:

A. All covered employees of the MTL performing services hereunder shall be paid not less than the prevailing wage rate as specified.

B. The MTL shall maintain accurate records showing: (i) name, (ii) kind of work performed and (iii) actual hourly rate of wage paid to each covered employee employed hereunder. Such records shall be maintained for three (3) years from date of payment and shall be available for inspection by the Township's Business Administrator or his designee on request.

C. The MTL shall post the prevailing wage rate for each covered employee performing worker hereunder, as determined by the Commissioner of Labor and Industry of the State of New Jersey, including the effective date of any changes thereof, in a prominent and easily accessible place and the principal offices of the MTL.

D. If it is found that any covered employee of the MTL is paid less than the required wage rates Township may, on written notice to the MTL terminate the MTL's rights to proceed hereunder, or as to such portion of services rendered hereunder as to which there has been a failure to pay the required wages. Township may then arrange to prosecute the rendering of the services hereunder by other means, in which event the MTL shall be liable to the Township for costs and damages incurred by the Township.

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

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

11. The MTL agrees to submit an Annual Summary Report to the Township, consistent with the form provided in the Participant Manual, no later than December 31, 2020.

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

ATTEST: TOWNSHIP OF WEST ORANGE

_____ _____

Karen J. Carnevale BY: Robert D. Parisi, Mayor
Municipal Clerk

ATTEST: MOUNTAIN TOP LEAGUE

_____ _____

SECRETARY BY:
PRESIDENT

"SCHEDULE A"

(I) During the performance of this agreement the MTL agrees as follows:

a. The MTL will not discriminate against any employee of applicant for employment because of age, race, creed, color, national, origin, ancestry, marital status or sex. The MTL will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The MTL agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

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

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

d. The MTL agrees to comply with any regulations promulgated by the

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

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

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

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

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

192-20
October 6, 2020

RESOLUTION

WHEREAS, the United States of America, the State of New Jersey, the County of Essex, and the Township of West Orange have become victims of the COVID-19 virus and pandemic ("COVID-19"); and

WHEREAS, COVID-19 has caused severe economic and personal damage and hardship to the Township and all communities throughout the United States; and

WHEREAS, on March 27, 2020, the Coronavirus Aid Relief and Economic Security Act (the "CARES Act") was passed by the United States Congress and signed into law by the President; and

WHEREAS, the County of Essex has received CARES Act funds from the United States Treasury to reimburse the County and municipalities and agencies within the County (the "Stimulus Funds"); and

WHEREAS, the County has previously provided $2,260,405.84 million from the Stimulus Funds on an immediate basis subject to the terms and conditions of the executed Reimbursement Agreement; and

WHEREAS, the County has further provided the annexed Reimbursement Agreement whereby it will give the Township $1,245,341.97 from the Stimulus Funds on an immediate basis subject to the terms and conditions of the Reimbursement Agreement; and

WHEREAS, the Township Chief Financial Officer, Mayor and Law Department recommend immediate approval of the Reimbursement Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to enter into the Reimbursement Agreement between the County of Essex and Township of West Orange dated September 30, 2020 and all other actions reasonably needed to implement such agreement.

Karen J. Carnevale, R.M.C., **Township Clerk**	**Michelle Casalino, Council President**

Adopted : October 6, 2020

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (the "Agreement"), dated this 30th day of September, 2020 between the County of Essex (the "County") located at 465 Martin Luther King Boulevard, Newark, New Jersey 07102, and Township of West Orange (the "Municipality") located at 66 Main St., West Orange, New Jersey 07052.

WHEREAS, the United States of America, the State of New Jersey, the County, and the Municipality have become victims of the COVID-19 Virus and Pandemic (the "Coronavirus"); and

WHEREAS, the Coronavirus has caused economic damage and hardships to states, counties, and municipalities throughout the United States of America; and

WHEREAS, on March 27, 2020 the Coronavirus Aid Relief and Economic Security Act (the "CARES Act") was signed by President Donald J. Trump; and

WHEREAS, the CARES Act was enacted, among other purposes, in order to combat the economic damage caused to states, counties and municipalities because of the Coronavirus; and

WHEREAS, the County has received CARES Act funds from the United States Treasury (the "Stimulus Funds") to be used to reimburse the County and the municipalities and agencies within the County (the "Municipalities") including the Municipality due to economic damage caused to them by the Coronavirus; and

WHEREAS, as the recipient of the Stimulus Funds it will be the responsibility of the County to disburse the Stimulus Funds to eligible recipients in accordance with the terms and provisions of the CARES Act and any guidelines or regulations issued by United States government or any of its agencies and/or departments.

NOW THEREFORE, it is stipulated and agreed as follows:

1. *Purpose of Stimulus Funds.* The Municipality understands and agrees that its eligibility for the receipt of any Stimulus Funds shall be determined by the County in accordance with the terms of the "Coronavirus Relief Fund - Guidance for State, Territorial, Local and Tribal Governments -April 22, 2020" (the Guidelines"), attached hereto as Schedule A, and any subsequent amendments and/or

changes to the Guidelines. Excluded from the Guidelines as an eligible reimbursement are the categories detailed in number 4, related to long distance learning, and in number 5, on page 3 of the Guidelines.

2. *Role of County.* As the recipient of the Stimulus Funds it shall be the responsibility of the County to establish a reasonable process for the acceptance of an application by the Municipality for an eligible reimbursement from the Stimulus Funds. The Municipality agrees and understands that the decision as to whether the reimbursement sought by the Municipality is not within the discretion of the County but is governed by the Guidelines. Attached hereto as Schedule B is the process to be employed by the County to accept applications for a reimbursement from the Stimulus Funds.

3. *Use of Stimulus Funds.* The Municipality understands that the Stimulus Funds represent an amount of funds for which the County along with the Municipalities in Essex County are eligible to file a claim for reimbursement. However, neither the County, nor any of the Municipalities in Essex County, has a vested right to receive any of the funds and the receipt of funds shall be subject to any claim for reimbursement meeting the eligibility requirements established by the CARES Act and the Guidelines. It should also be noted that the Municipality shall not receive reimbursement for eligible expenses pursuant to this Agreement if reimbursement for those same eligible expenses has been received pursuant to another source including but not limited to FEMA. **Please note that claims for Stimulus Funds must be filed and disbursed by no later than December 30, 2020 or the Stimulus Funds must be returned to the Secretary of Treasury, so time is of the essence.**

4. *Processing of Claims.* The County shall process and accept all claims for reimbursements in the order in which the claim is received and shall pay any eligible payment in the order it is determined to be eligible. Subject to the provisions of paragraph 8 hereinafter written, any claim of the Municipality cannot exceed the initial allocation provided to the Municipality pursuant to the provisions of paragraph 8 hereinafter contained.

5. *Non-Liability of the County.* The Municipality understands that the County cannot guaranty that a claim for reimbursement is eligible for payment nor that any claims for reimbursements beyond the amount of the Stimulus Funds can be paid. In the event there is dispute by the Municipality as to determination made by the County, either as to the eligibility for a reimbursement or the amount of a reimbursement, then the County shall, if requested by the Municipality, pursue an appeal or a request for clarification with the United States Treasury, at the cost of the Municipality.

6. *Indemnification by Municipality.* The Municipality acknowledges that the role of the County as to the distribution of the Stimulus Funds shall be as an intermediary. Consequently, if as the result of any audit performed by the United States Treasury or any other auditing agency, department or office of the Government of the United States determines that any reimbursement made to the Municipality by the County from the Stimulus Funds was not eligible for reimbursement, then the Municipality shall repay any ineligible reimbursement within the time mandated by the United States Treasury or the agency, department or office of the Government of the United States for the return of any Stimulus Funds. The Municipality shall indemnify and hold harmless the County from any claim made by the United States Treasury or any agency, department or office of the Government of the United States for the return of any payment received by the Municipality from the Stimulus Funds. Included in the claim for reimbursement shall be any legal fees, court costs or professional fees incurred by the County in defense of any claim made for return of any Stimulus Funds received by the Municipality.

7. *Documents Required and Preservation of Records.* Any application for reimbursement must be sufficiently documented so that the County can determine the eligibility of the claim for reimbursement including a provision whereby the Municipality certifies that it has not applied to the State or Federal governments for the reimbursement of the same claim submitted to the County. The Municipality agrees that it will not destroy or discard any documents or records maintained and/or relied upon by the Municipality in filing any claim to the County for the receipt of Stimulus Funds without providing written notice to the County at the address first written, or at any other address provided to the Municipality by the County in writing. Any notice shall be given not less than thirty (30) days prior to the date on which the records are to be destroyed or discarded. The County shall at its sole cost and expense have the right to make copies of any documents or records pertinent to the claim for Stimulus Funds and the Municipality shall provide the County with reasonable access to the documents and records .

8. *Allocation to Municipality.* The County has allocated $ 1,245,341.97 of the Stimulus Funds for the benefit of the Municipality (the "Allocation"). However, the Municipality understands that the Allocation is not a guaranty of the receipt of a reimbursement to the Municipality from the Allocation. The Municipality understands that each of the Municipalities has also received an

Allocation. The Municipality acknowledges that the Allocation is only an estimate of that portion of the Stimulus Funds which the Municipality will be eligible to receive. Any reimbursement will be subject to the claim being eligible for reimbursement as per the Guidelines. Claims for reimbursements must be filed by no later than December 18, 2020. Beginning on the date of approval and on December 18, 2020, the County shall review the Allocation and make an adjustment to the Allocation dependent upon the claims for reimbursement made by and paid to date to the Municipality and the Municipalities and the estimated budgets of future expenditures to be made by the Municipality and the Municipalities in the ensuing time period. The Municipality understands that the decision by the County as to any adjustment to the Allocation shall take into consideration the needs of the County, the Municipalities and the Municipality; the amounts of reimbursements made to the County, the Municipalities and the Municipality to date; and the remaining balance contained in the Stimulus Funds.

9. *Subsequent Funds.* Should the County be in receipt of any additional funds provided by the Government of the United States to combat the Coronavirus which the Municipality shall be eligible to receive payment, then in the event the Municipality files a claim for those funds the terms and provisions of this Agreement shall apply to the disposition and processing of those claims.

10. *Applicable Law and Attorney Fees.* Any action for the enforcement of any term or provision of this Agreement shall be governed by the law of the State of New Jersey and shall be filed in the Superior Court of the State of New Jersey having a venue in Essex County. In addition to any other relief which a party may receive, the prevailing party shall receive an award of reasonable attorney fees and court costs against the non-prevailing party.

11. *Duration of Agreement.* This Agreement shall begin on the date first written and shall Continue until either party terminates it upon thirty (30) days written notice or the depletion of the Stimulus Funds, whichever event occurs sooner.

12. *Approval.* By signing below the individual signing this Agreement represents that this Agreement has been approved and ratified by the governing body of the party signing it or that the

Party has been advised by its counsel that the approval is not legally necessary.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement on the date set forth above.

COUNTY OF ESSEX

By_____

ATTEST:

_____

MUNICIPALITY

BY_____

ATTEST:

_____

SCHEDULE A

Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
April 22, 2020

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The CARES Act established the Coronavirus Relief Fund (the "Fund") and appropriated $150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that-

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March I, 2020, and ends on December 30, 2020. [1]

The guidance that follows sets forth the Department of the Treasury's interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred "due to" the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute.

The statute also specifies that expenditures using Fund payments must be "necessary." The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost

[1] *See* Section 601(d) of the Social Security Act, as added by section 500 I of the CARES Act.

is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

A cost is "incurred" when the responsible unit of government has expended funds to cover the cost.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
   - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
   - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
   - Costs of providing COVID-19 testing, including serological testing.
   - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
   - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
   - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
   - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
   - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
   - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
   - Expenses for public safety measures undertaken in response to COVID-19.
   - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
   - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
   - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
   - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
   - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
   - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
   - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
   - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
   - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
   - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures [2]

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.[3]
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

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[2] In addition, pursuant to section 500l(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

[3] *See* 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pays.
8. Legal settlements.

SCHEDULE B

Municipal Application for Reimbursement to Essex County pursuant to Section 5001 of the CARES Act

Applicant Municipality

Date of Application

Street Address

City State Zip code

Primary Contact:

Name

Title

Business Phone

Cell Phone

Fax Number

Email address

Alternate Contact:

Name

Title

Business Phone

Cell Phone

Fax Number

Email address

Total Amount of this application:

For costs expended between:

Certification:

As Chief Financial Officer of the Municipality identified below, I certify that I have the authority to submit this request for reimbursement to Essex County in accordance with the Reimbursement Agreement between the Municipality and Essex County. I further certify that:

a. All items claimed for reimbursement include only eligible costs in accordance with the Reimbursement Agreement and Section 601(b) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No.116-135, div. A, Title V (Mar. 27, 2020);

b. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19).

c. Were not accounted for in the Municipal budget most recently approved as of March 27,2020; and

d. The Municipality has not submitted and will not submit the same items claimed herein for reimbursement from any other Federal grant, State grant, insurance carrier, or other source.

Printed name

Signature

Municipality

Title

Insert Eligible Activity Category: _____

Note: Insert numeric number and short title from listing of Eligible Expenditure Categories on page 3

Description of activity:

Note: Use the box below to describe the activity, location(s}, duration, use addendum pages if required

Salary and Wage portion of Eligible Activity Category:

Each Salary and Wage line must be supported with an attachment listing the name and title of each employee, amount of salary claimed, dates worked, work location, check numbers, check dates, salary rates and category (i.e. regular pay rate, overtime, etc.)

List all Budget Appropriation Salary and Wage line items claimed, use an addendum page if needed

Description		Amount claimed

Subtotal Salary & wages $_____

Other Expense portion of Eligible Activity Category:

Each Other Expense line item must be supported with an attachment listing the description and amount of the services or goods purchased, include copies of purchase orders, invoices, cancelled checks, etc.

List all Budget Appropriation Other Expense line items claimed, use an addendum page if needed

Description		Amount claimed

Subtotal Other Expense $_____

Total Expenditure for this Eligible Activity Category during this period: $_____

Add Salary and Wage subtotal and Other Expense subtotal

SCHEDULE C

ESTIMATED TIMELINE FOR REIMBURSEMENT AGREEMENT ACTIONS

From date of Approval through December 18, 2020- CARES Act Unit continues to work with each municipality to identify recurring & eligible costs, incurred after 3/1/20, and expended from 10/1/20 through 12/16/20.

No later than December 30, 2020-The County issues the final payment pursuant to the Reimbursement Agreement.

The County will accept submission prior to December 16th.

193-20
October 6, 2020

Resolution to Authorize the Purchase of Playground Equipment and Surfacing through the Education Services Commission of NJ (ESCNJ) Cooperative Contracts # ESCNJ 20/21-02 and 20/21-22

Whereas, the 2020 Capital Budget for the Township of West Orange includes funds for new equipment for the Kiddie Park at Degnan Park to replace existing equipment there; and

Whereas, pursuant to the provision made in the Local Public Contracts Law N.J.S.A. 40A:11-5(2) the Township as a Local Government Unit, may without public advertising for goods or services enter into contracts already secured by the United States of America, the State of New Jersey, County or Municipality; and

Whereas, the Township as a member of the Educational Services Commission of NJ (ESCNJ) cooperative can utilize the cooperative contracts with the following Companies, see Exhibit "A" annexed hereto for cost detail:

Ben Shaffer Recreation, Inc
P.O. Box 844
Lake Hopatcong, NJ 07849
NJ State Approved Co-op No. 65MCESCCPS
Bid Number ESCNJ 20/21-22
Total Equipment Cost
With Installations - $186,525.64

Whirl Construction
194 Main Street
P.O. Box 110
Port Monmouth, NJ 07758
NJ State Approved Co-op No. 65MCESCCPS
Bid Number ESCNJ 20/21-02
Total Surfacing Cost - $111,837.50

Total Project Cost - $298,363.14

NOW, THEREFORE BE IT RESOLVED, by the West Orange Township Council that the Contract for New Playground Equipment and Surfacing for Degnan Park be awarded to the above-mentioned companies.

BE IT FURTHER RESOLVED, that the Purchasing Agent, on behalf of the Township issue and execute Purchase Orders for the amounts awarded with funds certified available by the Chief Financial Officer.

_____ _____

Karen J. Carnevale, R.M.C., Municipal Clerk **Michelle Casalino, Council President**

Adopted: October 6, 2020

I certify funds are available in Account No. _____
2020 Capital Budget $298,363.14

_____

John O. Gross, Chief Financial Officer

EXHIBIT

"A"

Ben Shaffer Recreation Inc
PO Box 844
Lake Hopatcong, NJ, 07849
973-663-2021 Fax 973-663-4615
1-800-953-2021
www.benshaffer.com

BEN SHAFFER RECREATION
Park, Playground & Streetscape Solutions
Serving NJ Since 1921

West Orange Recreation
William Kehoe
60 1/2 Cherry Street
West Orange NJ 07052

PROPOSAL

As requested, we are pleased to quote the following using Bid #: ESCNJ 20/21-02; Co-op #65MCESCCPS:

Date	Proposal #	Terms	Associate
9/16/2020	SFB2Q5927-02	Net 30	Scott2

Qty	Part #	Manufacturer	Description	List Price	Coop Price	Ext. Price
1	130-126848-3	Burke	Custom 2-5 & 5-12 Playground including slides, clilmbers, swings, rockers, spinners...	$131,178.00	$120,683.76	$120,683.76
1	CBPG_7168	CORBY	Standard installation of the above Playground items to manufacturer specification	$60,341.88	$60,341.88	$60,341.88
6	CBRD_7168	CORBY	Receive/Unload Delivery. Cost per man-hour.	$125.00	$125.00	$750.00
					Freight*	$4,750.00
					Total	**$186,525.64**

NOTE - ALL CONSTRUCTION AND PACKING DEBRIS TO BE PLACED IN A DUMPSTER PROVIDED BY CUSTOMER -

Project: Degnan Park

***The above items are priced in accordance with Bid #: ESCNJ 20/21-02; Co-op #65MCESCCPS. Freight quotes are honored for 30 days & may need to be updated before order placement.**

Approximate delivery time is 4-6 weeks after receipt of order.

IMPORTANT PAYMENT INFORMATION:
Please make your Purchase Order payable to "Ben Shaffer Recreation Inc."

When placing your order, kindly advise whom the trucker should notify to schedule delivery. The trucker will make one contact and that person must inform any other parties to coordinate delivery.

Please contact me if I can be of further assistance.

SBE Certified

Yours truly, _____

Whirl Construction
ESTABLISHED 1982

PROPOSAL / AGREEMENT

194 Main Street, P.O. Box 110, Port Monmouth, NJ 07758
Phone (732) 495-3715
Email: info@whirlconstruction.net
www.whirlconstruction.net

Township of West Orange	**Ph: 973-325-4150** **Recreation@westorange.org**	**09-15-20**
PROPOSAL SUBMITTED TO	*PHONE*	*DATE*
66 Main Street	**West Orange, NJ 07052**	**023920A**
STREET	*CITY STATE ZIP*	*QUOTE#*
William Kehoe	**Degnan Park**	**West Orange**
ATTN	*JOB NAME*	*LOCATION*

We hereby submit specifications and estimates for:

*Supply & install: 6,650 sq. ft. of stone base @ 4" depth.....$ 8,835.00
*Supply & install: 330 linear ft. of 6 " x 6" concrete curbs.....$ 9,570.00
*Supply & install: 6,650 sq. ft. of Poured-in-Place surfacing –
50/50 mix of Black / One standard color @ 3.5" depth
for an 8ft. Critical Fall Height $93,432.50

***(PLEASE NOTE: Above pricing is based on ESCNJ Contract 20 / 21-02.
If additional stone is required it will be priced @ $95. /ton per ESCNJ contract.)**

THIS FORM MUST BE SIGNED AND RETURNED TO SCHEDULE INSTALLATION
Notes: Unless otherwise stated, Whirl is not responsible for accepting delivery or storage of equipment, or site preparation. Permit(s) and permit fees, if required, are the responsibility of the customer . Site security for rubber safety surface installation by others. Sharp objects (i.e., sports spikes, heeled shoes, etc.) will damage rubber surface and void surface warranties. Unforeseen subsurface obstructions may incur additional charges. The owner or general contractor shall hold Whirl harmless in the event of injury due to lack of, or insufficient, resilient surface. Customer is responsible for disposal of packing material. All excavated material is to remain on site. Unless otherwise stated, it is assumed that we are working on a flat, dirt surface. Owner is responsible for direct access to site for large trucks. All work is to be done in one move. Customer is responsible for locating any privately owned utilities. Any unmarked utilities damaged during contracted work will be the responsibility of the owner or his representative. **ALL** Equipment Installed Per Manufacturers' Specifications. Finance charge of 1.5% will be added where applicable on payments rec'd after net 30 days. Add tax where applicable.

We propose: hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:
Please select and initial above option (s) ..... DOLLAR _____

Payment to be made as follows:
Purchase order due with signed proposal.

All material is guaranteed specified. All work is to be completed in a workmanlike manner according to standard practice. Any alteration or division from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: _____*Jim Davis*_____ Note: This proposal maybe withdrawn by us if not accepted within 30 days.
Jim Davis

Acceptance of proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized

to do the work as specified. Payments will be made as outlined above.

WARRANTY OF AUTHORITY- Each person who executes this contract on behalf of any entity represents and warrants that he or she has the authority of the shareholders, and/or members, and/ or officers, to execute on behalf of said entity, and agrees to indemnify and hold harmless each other party from any claim that such authority did not exist.

APPLICABLE LAW- All parties to this contract hereby agree that this contract is to be deemed accepted, executed and delivered in the Township of Middletown, County of Monmouth, State of New Jersey and that this contract shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey, without giving effect to the principles of conflicts of law.

AMENDMENTS- Any amendments to this contract shall be in writing and signed by both parties.
CAPTIONS- The captions, headings, and arrangements used in this contract are for the convenience only and do not in any way effect, limit, amplify, or modify the terms and provisions hereof.

NOTICES- Any notice required or desired to be given pursuant to this contract shall be in writing and mailed certified mail to the respective parties.

BINDING EFFECT- This contract shall be in binding on all parties hereto, and shall insure to the benefit of the successors and assigns of the parties hereto.

CONSTRUCTION- Each party to this contract has reviewed this contract prior to execution. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party and shall not be employed in the interpretation of this contract.

EFFECT OF BREACH OF CONTRACT- In the event either party breaches this contract, either party may avail itself of all remedies provided by law or equity.

ATTORNEY'S FEES- In the event of a breach of this contract, the prevailing party shall be entitled to reasonable attorney's fees in connection with the enforcement, and/or defense of this contract.

ENTIRE CONTRACT- This contract constitutes the parties complete and exclusive statement of their contract on the subject matter covered by this contract, and it supersedes all previous contracts, promises, and/or representations regarding the subject matter.

Date of acceptance: _____ Signature: _____

Title: _____ Print name: _____

Ben Shaffer Recreation Inc
PO Box 844
Lake Hopatcong, NJ, 07849
973-663-2021 Fax 973-663-4615
1-800-953-2021
www.benshaffer.com

BEN SHAFFER RECREATION
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1	CBPG_7168	CORBY	Standard installation of the above Playground items to manufacturer specification	$60,341.88	$60,341.88	$60,341.88
6	CBRD_7168	CORBY	Receive/Unload Delivery. Cost per man-hour.	$125.00	$125.00	$750.00
					Freight*	$4,750.00
					Total	**$186,525.64**

NOTE - ALL CONSTRUCTION AND PACKING DEBRIS TO BE PLACED IN A DUMPSTER PROVIDED BY CUSTOMER -

Project: Degnan Park

***The above items are priced in accordance with Bid #: ESCNJ 20/21-02; Co-op #65MCESCCPS. Freight quotes are honored for 30 days & may need to be updated before order placement.**

Approximate delivery time is 4-6 weeks after receipt of order.

IMPORTANT PAYMENT INFORMATION:
Please make your Purchase Order payable to "Ben Shaffer Recreation Inc."

When placing your order, kindly advise whom the trucker should notify to schedule delivery. The trucker will make one contact and that person must inform any other parties to coordinate delivery.

Please contact me if I can be of further assistance.

Yours truly, _____

SBE Certified

Whirl Construction
ESTABLISHED 1982

194 Main Street, P.O. Box 110, Port Monmouth, NJ 07758
Phone (732) 495-3715
Email: info@whirlconstruction.net
www.whirlconstruction.net

PROPOSAL / AGREEMENT

Township of West Orange	Ph: 973-325-4150 Recreation@westorange.org	09-15-20
PROPOSAL SUBMITTED TO	PHONE	DATE
66 Main Street	West Orange, NJ 07052	023920A
STREET	CITY STATE ZIP	QUOTE#
William Kehoe	Degnan Park	West Orange
ATTN	JOB NAME	LOCATION

We hereby submit specifications and estimates for:

*Supply & install: 6,650 sq. ft. of stone base @ 4" depth.....$ 8,835.00
*Supply & install: 330 linear ft. of 6 " x 6" concrete curbs.....$ 9,570.00
*Supply & install: 6,650 sq. ft. of Poured-in-Place surfacing –
50/50 mix of Black / One standard color @ 3.5" depth
for an 8ft. Critical Fall Height $93,432.50

***(PLEASE NOTE: Above pricing is based on ESCNJ Contract 20 / 21-02.
If additional stone is required it will be priced @ $95. /ton per ESCNJ contract.)**

THIS FORM MUST BE SIGNED AND RETURNED TO SCHEDULE INSTALLATION

Notes: Unless otherwise stated, Whirl is not responsible for accepting delivery or storage of equipment, or site preparation. Permit(s) and permit fees, if required, are the responsibility of the customer . Site security for rubber safety surface installation by others. Sharp objects (i.e., sports spikes, heeled shoes, etc.) will damage rubber surface and void surface warranties. Unforeseen subsurface obstructions may incur additional charges. The owner or general contractor shall hold Whirl harmless in the event of injury due to lack of, or insufficient, resilient surface. Customer is responsible for disposal of packing material. All excavated material is to remain on site. Unless otherwise stated, it is assumed that we are working on a flat, dirt surface. Owner is responsible for direct access to site for large trucks. All work is to be done in one move. Customer is responsible for locating any privately owned utilities. Any unmarked utilities damaged during contracted work will be the responsibility of the owner or his representative. **ALL** Equipment Installed Per Manufacturers' Specifications. Finance charge of 1.5% will be added where applicable on payments rec'd after net 30 days. Add tax where applicable.

We propose: hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:
Please select and initial above option (s) ..... DOLLAR

Payment to be made as follows:

Purchase order due with signed proposal.

All material is guaranteed specified. All work is to be completed in a workmanlike manner according to standard practice. Any alteration or division from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: *Jim Davis*
Jim Davis

Note: This proposal maybe withdrawn by us if not accepted within 30 days.

Acceptance of proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized

to do the work as specified. Payments will be made as outlined above.

WARRANTY OF AUTHORITY- Each person who executes this contract on behalf of any entity represents and warrants that he or she has the authority of the shareholders, and/or members, and/ or officers, to execute on behalf of said entity, and agrees to indemnify and hold harmless each other party from any claim that such authority did not exist.

APPLICABLE LAW- All parties to this contract hereby agree that this contract is to be deemed accepted, executed and delivered in the Township of Middletown, County of Monmouth, State of New Jersey and that this contract shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey, without giving effect to the principles of conflicts of law.

AMENDMENTS- Any amendments to this contract shall be in writing and signed by both parties.
CAPTIONS- The captions, headings, and arrangements used in this contract are for the convenience only and do not in any way effect, limit, amplify, or modify the terms and provisions hereof.

NOTICES- Any notice required or desired to be given pursuant to this contract shall be in writing and mailed certified mail to the respective parties.

BINDING EFFECT- This contract shall be in binding on all parties hereto, and shall insure to the benefit of the successors and assigns of the parties hereto.

CONSTRUCTION- Each party to this contract has reviewed this contract prior to execution. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party and shall not be employed in the interpretation of this contract.

EFFECT OF BREACH OF CONTRACT- In the event either party breaches this contract, either party may avail itself of all remedies provided by law or equity.

ATTORNEY'S FEES- In the event of a breach of this contract, the prevailing party shall be entitled to reasonable attorney's fees in connection with the enforcement, and/or defense of this contract.

ENTIRE CONTRACT- This contract constitutes the parties complete and exclusive statement of their contract on the subject matter covered by this contract, and it supersedes all previous contracts, promises, and/or representations regarding the subject matter.

Date of acceptance: _____ Signature: _____

Title: _____ Print name: _____

Degnan Park
West Orange Parks

February 25, 2020

Bill Kehoe
West Orange Parks
60 1/2 Cherry Street
West Orange, NJ 07052

Dear Bill Kehoe:

Ben Shaffer Recreation, Inc. is delighted to provide West Orange Parks with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. Ben Shaffer Recreation, Inc. is confident that this proposal will satisfy West Orange Parks' functional, environmental, and safety requirements - and most importantly, bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible. We look forward to continuing to develop a long-standing relationship with West Orange Parks. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

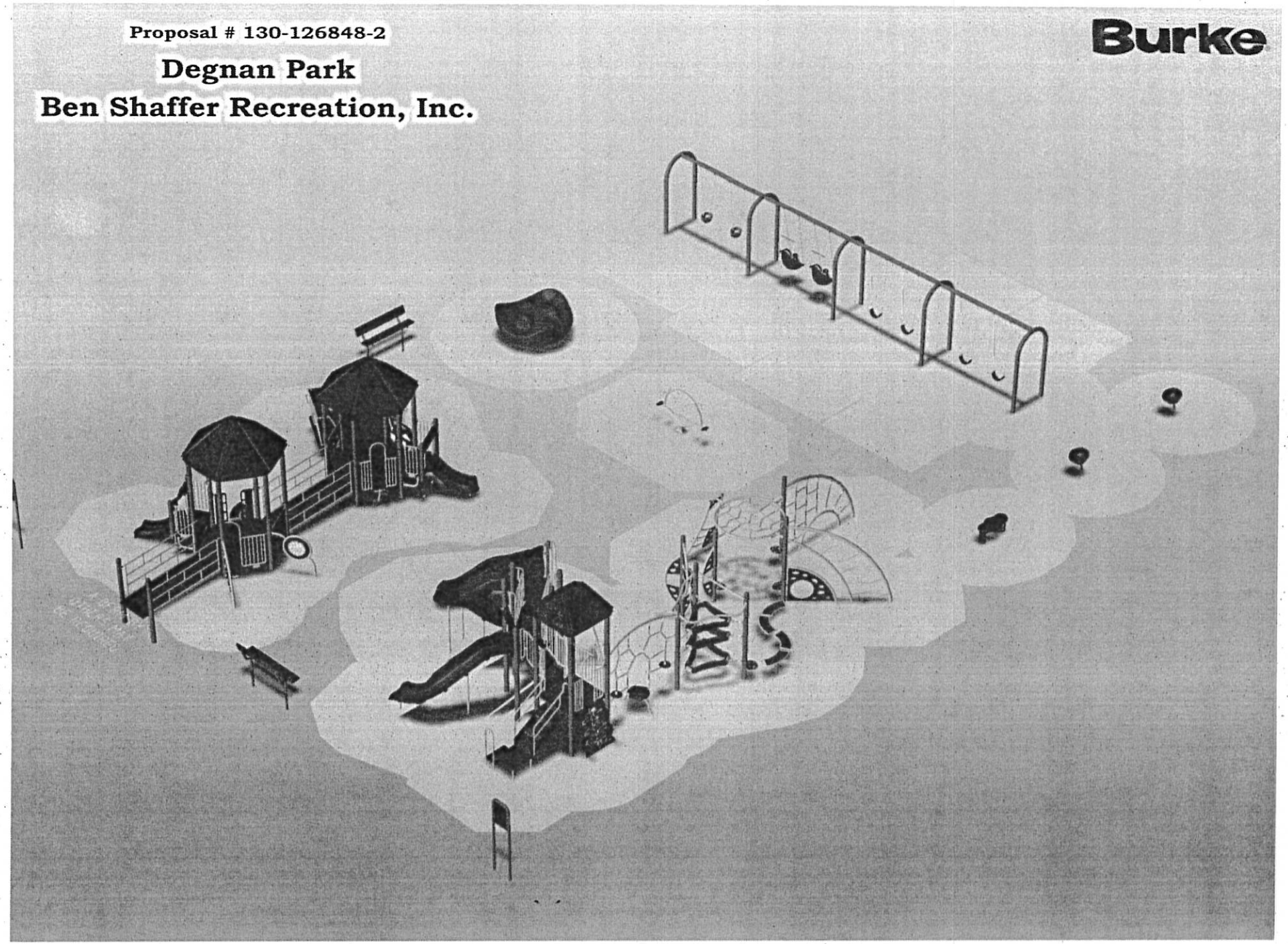
Scott Tumminello
Ben Shaffer Recreation, Inc.
PO Box 844
Lake Hopatcong, NJ 07849

Proposal # 130-126848-2

Degnan Park

Ben Shaffer Recreation, Inc.

Burke



PLAY THAT MOVES YOU®

Creating Play That Moves You requires dedication, research and a fierce passion for bringing a higher level of play to communities. The results are more than worth the effort. Products such as Novo® Playful Furniture and Taktiks® move us to design the best play environments for all. Taking play interaction to the next level is the Konnection™ Swing. There isn't a better way to connect on the playground - whether it's an adult and a child or two kids. The fusion of traditional and active-based play lays the foundation for an environment where everyone can develop physically, emotionally, socially and cognitively through play. It fosters opportunities for the types of experiences that bring communities together and move us in so many ways. Join Our Movement and see how you can bring a higher level of play to your community!

GET MOVING!

Burke's unique fitness offerings keep people of all ages moving! Our Intensity® and Nucleus® playgrounds feature a fusion of traditional and fitness-based play that engages children to move like never before. The ELEVATE® Fitness Course features challenging obstacles designed for healthy competition and fun for ages 5-12 or 13 plus. Our variety of fitness play options ensures everyone has the opportunity to reap the benefits of movement at any age and skill level.

MOVE YOUR MIND

Extensive research suggests that play provides tremendous developmental benefits to children. In fact, it's been said that children learn through play - it helps their brains and bodies develop. There's no such thing as too much of a good thing when it comes to play!

INTERACTIONS THAT MOVE US

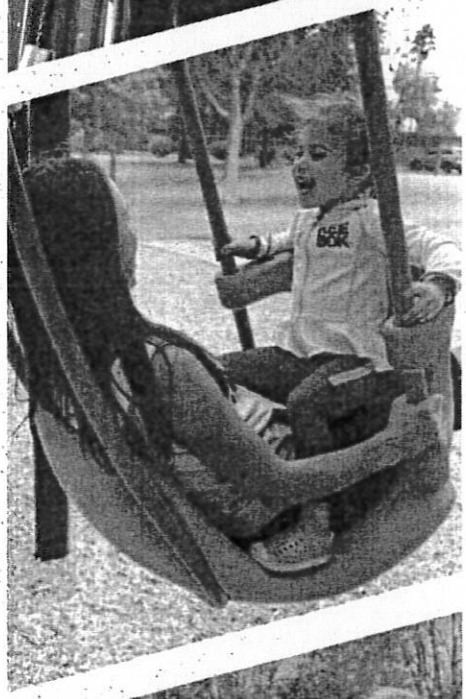
Play brings communities together and strengthens families and friendships. Burke's playgrounds provide amazing opportunities for kids to develop socially from playing independently at a young age, transitioning to parallel play and learning how to cooperatively play together as their development continues.

MOTION THAT MOVES YOU

Movement is essential to life and to play. Motion play creates movement for children of all abilities and assists with many developmental areas, including increased spatial awareness, inner ear stimulation and balance. Motion can be soothing to children with sensory processing differences and offers an exciting activity for everyone to enjoy.

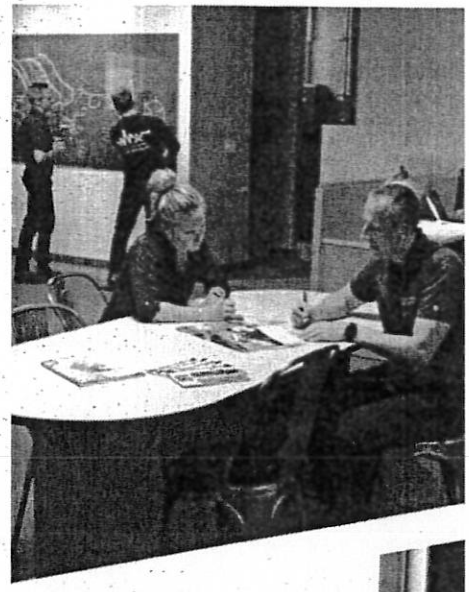
PLAY THAT MOVES DEVELOPMENT

Play is an important part of a child's emotional development and it is often through play that they learn necessary skills such as patience and empathy. Play also helps children learn how to express and manage their feelings, which is the grounds for much of a child's future success and well-being.



WORK THAT MOVES US

What we bring to work every day is more than just ourselves. Our ideas, craftsmanship and collaboration form our culture and help us bring a higher level of play to communities around the world.



HANDCRAFTED IN AMERICA'S HEARTLAND

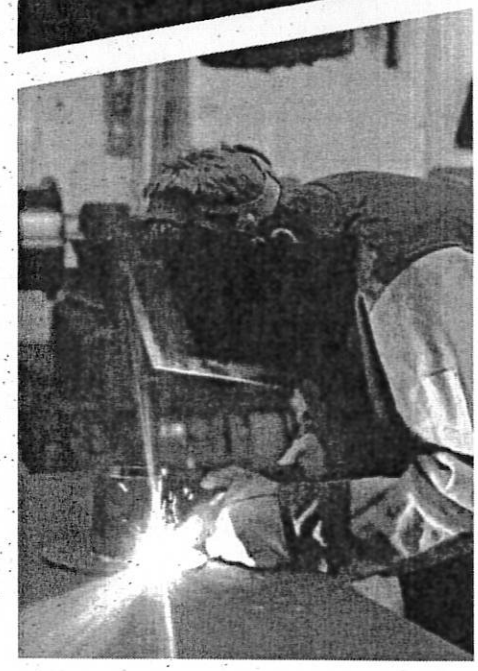
Walk through our Fond du Lac, WI manufacturing facility and you will see playgrounds coming to life through the hands of our people. In the age of assembly lines, we work to combine efficiency with a personal touch that makes every playground special. Bringing quality playgrounds to communities like yours is Work That Moves Us, and we hope the playgrounds we make move you too.

SUPERIOR SERVICE

Customer Service is a hallmark of Burke and we take pride in the fact that when you call, we answer. Yes, a real-live person will answer your call and help to direct you to the proper person. We have factory-direct customer service representatives that are available to answer questions, help with replacements parts or field inquiries about installations.

YOUR BURKE REPRESENTATIVE

We as Burke Representatives are passionate about bringing play to your community and helping you design your perfect play environment! We are knowledgeable and experienced about the entire playground process from site evaluation to design to maintenance and will work with you beyond installation to make sure your playground is, and remains, all you dreamed!



BURKE'S HISTORY

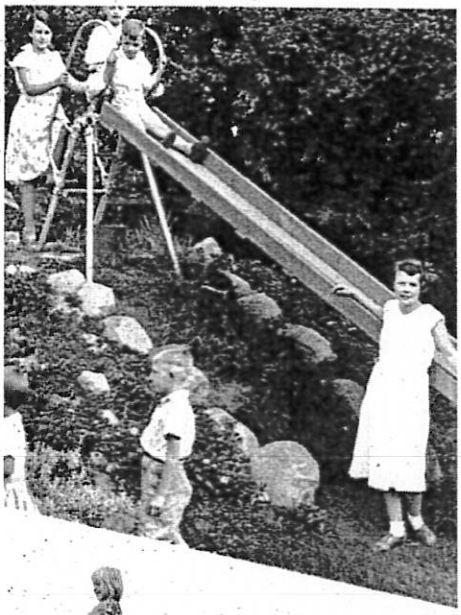
John Edward was a farmer in Fond du Lac, Wisconsin and farmed the land the Burke company headquarters stands on today. In 1920, he incorporated a weather-stripping company that quickly expanded to include the design and production of designer radiator furniture. After receiving a request to fabricate a slide for a family friend, Burke entered the playground industry! Soon playground products were the company's main focus and they introduced Swing King, a residential line of play equipment.

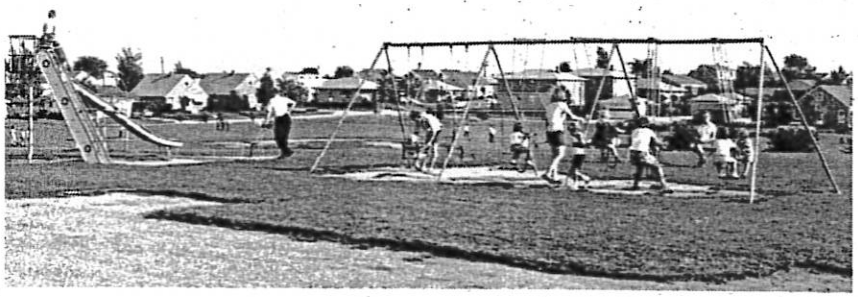
When World War II began, Burke, like many companies, changed their focus to the war effort. J .E. Burke, always an inventor, devised a self-contained ammunition cart that could be parachuted to army personnel. The Parachute, as it was suitably named, was also used to deliver food and medical supplies. The company's dedication earned special recognition, and in 1943, the J.E. Burke Company was awarded an Excellence in War Production citation. Over the next 40 years, the Burke family grew the business and began to add interesting color and material combinations. In 1972, Burke invented the original Funnel Ball® that became a staple on playgrounds across the country.

In the late 1990's, Greg Burke, grandson of founder J.E. Burke, determined it was time to find a successor to lead the business into the 21st Century. Tim Ahern became the president/CEO of Burke in 1997 and remained until 2015 when Incline Equity Partners invested in Burke and Michael Phelan became the new president/CEO.

Most recently, in May 2017, The Halifax Group joined Burke's management team as an investment partner to continue the company's growth plans. All design and manufacturing operations continue to be located in Fond du Lac, Wisconsin on the same plot of land where J.E. Burke founded the company nearly 100 years ago.

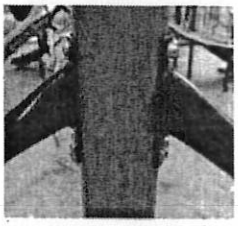
Burke remains committed to the original innovation, customer service and superior quality that sustained the company for generations. We are bringing play to the next level with our focus on "Play That Moves You" and innovating products that move all of us in so many ways.



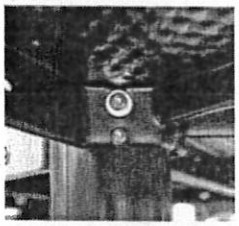


BURKE BUILT QUALITY

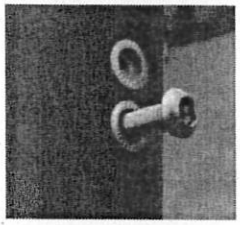
Discover the value of investing in a Burke Playground:



KOREKONNECT® DIRECT-BOLT CLAMP SYSTEM: Nucleus® and Voltage® feature our Industry-leading KoreKonnect direct-bolt clamp system resulting in the strongest and most accurate connection system ever. Factory located connection points make for easy, precise installation and an error-free fit. Best of all, KoreKonnect is covered for 100 years under our non-prorated Generations Warranty®.

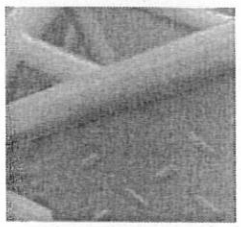


DIRECT-BOLT CONNECTION SYSTEM: Intensity, ELEVATE® Fitness Course, ACTIVATE® Fitness Circuit and Little Buddies® feature Burke's trusted direct-bolt connection that uses a durable, straightforward direct-bolt system to ensure a trouble-free installation and provide the necessary strength to accommodate the demands of playing children. Like our KoreKonnect system, Direct-Bolt connections are covered for 100 years under our Generations Warranty.



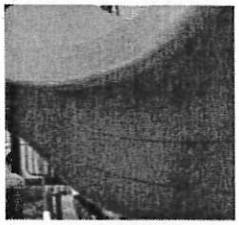
EZKONNECT® DECK MOUNTING SYSTEM: Our exclusive self-leveling deck attachment and factory CNC construction allows for faster and more precise location of decks during installation. The 2-bolt per corner deck attachment increases overall structure strength and stability.

PLATFORMS: Burke's oversized non-slip platforms are constructed of heavy-duty punched steel that can support more than 2 tons. Our vinyl coating is California compliant, free of lead and other hazardous heavy metals.

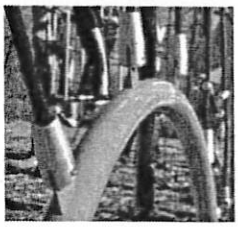


TAMPER-RESISTANT STAINLESS STEEL HARDWARE: All hardware is covered for 100 years under our Generations Warranty.

PREMIUM POWDER COATINGS: Our industry-leading powder coatings and finishes prevent fading, last longer and deter rust. We also offer a "coastal package" powder coat system. This special powder coat system for metal components and upright posts will provide additional corrosion and chemical protection along with added longevity to the color and gloss retention of the powder coated parts. Contact your Burke Representative for more information on colors, price and warranty.



COMPOUND PLASTICS WITH UV-16: You'll get long wear and bright, vibrant colors that hold up for years thanks to our thick, durable rotomolded plastics with UV-16 protection. This is why we can cover them for 15 years under our non-prorated Generations Warranty.



CLIMBING CABLES: Our climbing cables are flexible enough to provide movement, yet strong enough to last. Our ropes are made from 6 polyester cords with steel reinforcement wrapped around a synthetic fiber core. Each cord contains 8 galvanized steel strands tightly covered with polyester multi-fibers. Our RopeVenture® cables consist of 6 strands, each containing 24 stainless steel reinforcing strands within a nylon sleeve, wrapped around a solid nylon core.

ALUMINUM CONNECTORS: Swivel connectors at the end of our ropes allow assembly at any angle with no unwanted twists in the net. The aluminum fittings used to secure the joints are swaged in place to prevent any movement between the rope and fittings that could cause wear.

FREE RESOURCES

NPPS SAFETY KIT

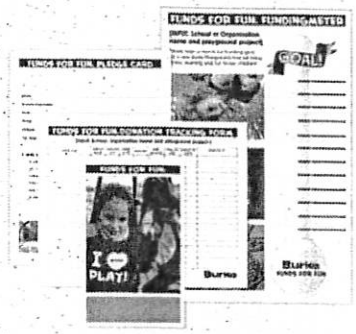
Burke truly gives you the most value for your money. As part of our Total Cost of Ownership Package, we offer value-added resources FREE with every playground structure purchase. The National Program for Playground Safety (NPPS) Playground Supervision Safety Kit helps supervisors and educators be prepared on the playground. Learn more at bciburke.com/safety.

CUSTOM MAINTENANCE KIT

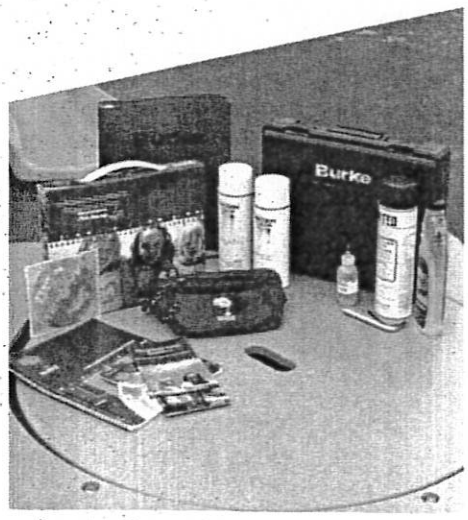
To help maintain a safe, functioning playground we include a custom maintenance schedule, touch-up paint, graffiti remover and carrying case FREE with every playground structure purchase.

PLANNING & FUNDING TOOLS

We provide you with FREE tools to plan your playground from fundraising and design to installing a community build playground. At Burke, we understand the dedication and hard work it takes to raise the funds for playground equipment. That's why we created Funds for Fun, a direct donation fundraising program to help your organization raise the funds it needs for your new playground. We've also partnered with The School Funding Center to provide up-to-date grant information along with expert grant writing services. Learn more at bciburke.com/funding.



FREE FUNDRAISING TOOLS!



PURCHASING WITH OMNIA PARTNERS

PLAYGROUNDS WITHOUT ALL THE PAPERWORK

A playground purchase doesn't have to turn into a drawn-out process of writing specifications, issuing RFP's and jumping through bureaucratic hoops. Burke can help you cut through the red tape, thanks to the company's national cooperative award made available through the partnership with OMNIA Partners, Public Sector (Subsidiary National IPA). Burke is a provider for Playground Systems and Related Items.

OMNIA PARTNERS

"OMNIA Partners, Public Sector (Subsidiary National IPA) is the largest and most experienced organization in purchasing and supply chain management. Comprised of participants and suppliers in the public sector, we bring together industry-leading buying power and world-class suppliers to offer an extensive portfolio of competitively solicited and publicly awarded contracts and partnerships. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

PURCHASING THROUGH OMNIA PARTNERS

- You've met the necessary legal and competitive bidding requirements.
- Client partners pay no fees to use OMNIA Partners contracts.
- Your playground is backed by our exclusive Generations Warranty® the longest and strongest in the industry.
- Our ISO 9001:2015 certification confirms we are consistently ensuring high quality and exceptional customer service.
- You'll be doing business with a "green" company that holds the ISO 14001:2015 certification, reflecting a systematic program for achieving aggressive goals for recycling, use of recycled materials and renewable energy and environmentally sound manufacturing processes."

THE WAY IT WORKS

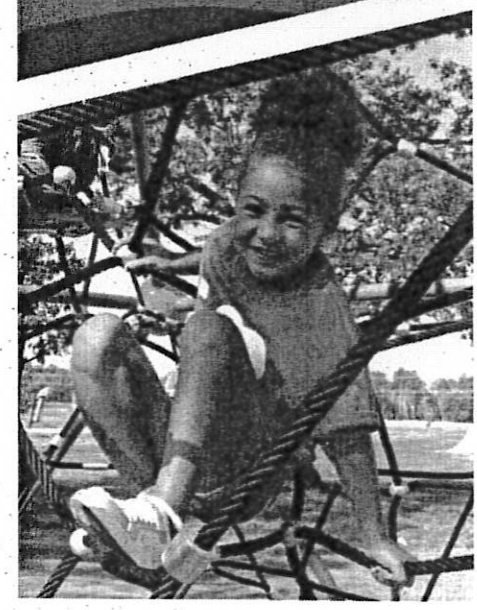
OMNIA Partners' mission is to help government and education entities operate efficiently and economically. Utilizing a contract, available through OMNIA Partners, means you deal directly with the vendor, as you would normally do if the contract was your own. We've made it easy to register, become a participant, and start saving today!

Follow these 4 easy steps to register today!

- Go to omniapartners.com/publicsector.
- Click the register button at the top right of the screen.
- Complete the requested information.
- Submit!

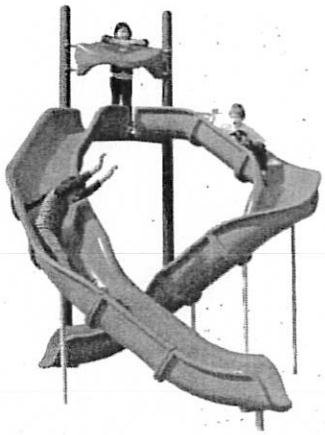
The easiest way to Join the Burke Movement is to call your local Representative at 800.266.1250. Our passion is bringing play to communities like yours and we can't wait to help you get started!

OMNIA®
PARTNERS



BCIBURKE.COM **Burke** 800.266.1250

FEATURED PLAY EVENTS

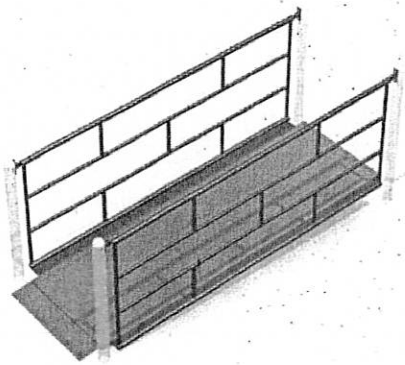


Viper Slide

The Viper Slide can't be tamed, but kids love trying! Viper's exciting twisty and fast serpentine action is guaranteed to generate incredible high-energy fun and safe, healthy play.

Trigon Tower

Wiggle your way through a triangular suspended path with Burke's Trigon climber. This play event allows children to socialize and play together while improving their upper body strength and coordination.



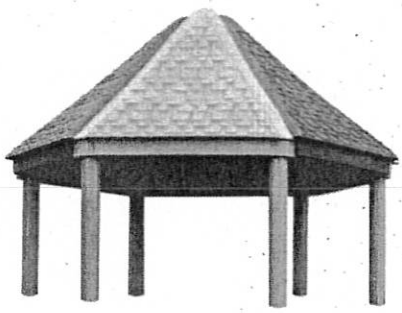
ADAAG Ramp

Ramps and stairs build lower body strength and improve kids' coordination.

Charade Ring Panel

Create the perfect play area for children with Burke's Interactive Play Panels. The play panels encourage exploration, interaction and develop fine-motor skills for children with all abilities.

FEATURED PLAY EVENTS

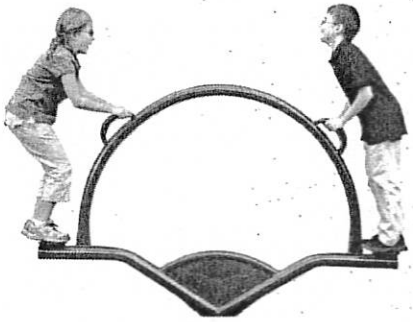


Shaker Hex

Burke's roofs offer protection from the damaging effects of the sun while still allowing children to have fun.

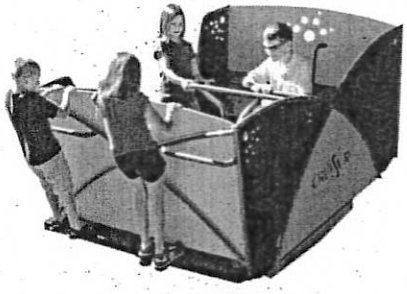
Arch Swings

Swings help children develop coordination and balance while providing an engaging sensory experience.



Standing Rocker

Let's Rock! Burke's line of Rockers feature heavy-duty torsion springs and available in 2 Seat, 4 Seat and Standing versions. Rock your playground with these awesome freestanding basics events!



Cruiser

With enough room for two wheelchairs and two full benches, the Cruiser allows up to 12 children of all abilities to play together. Handles at both ends allow adults or other children to assist with motion and enjoy the experience.

DESIGN SUMMARY

Ben Shaffer Recreation, Inc. is very pleased to present this proposal for consideration for the Degnan Park located in West Orange. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of West Orange Parks. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our proposal:

- Project Name: Degnan Park
- Project Number: 130-126848-2
- User Capacity: 207
- Age Groups: Ages 2-5 years, 5-12 years
- Dimensions: 69' 7" x 94' 2"
- Designer Name: Pa Der Vang

Ben Shaffer Recreation, Inc. has developed a custom playground configuration based on the requirements as they have been presented for the Degnan Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 130-126848-2 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Degnan Park playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

Burke

SERIES: Basics, Intensity, Nucleus

SITE PLAN

DRAWN BY: Pa Der Vang

Degnan Park

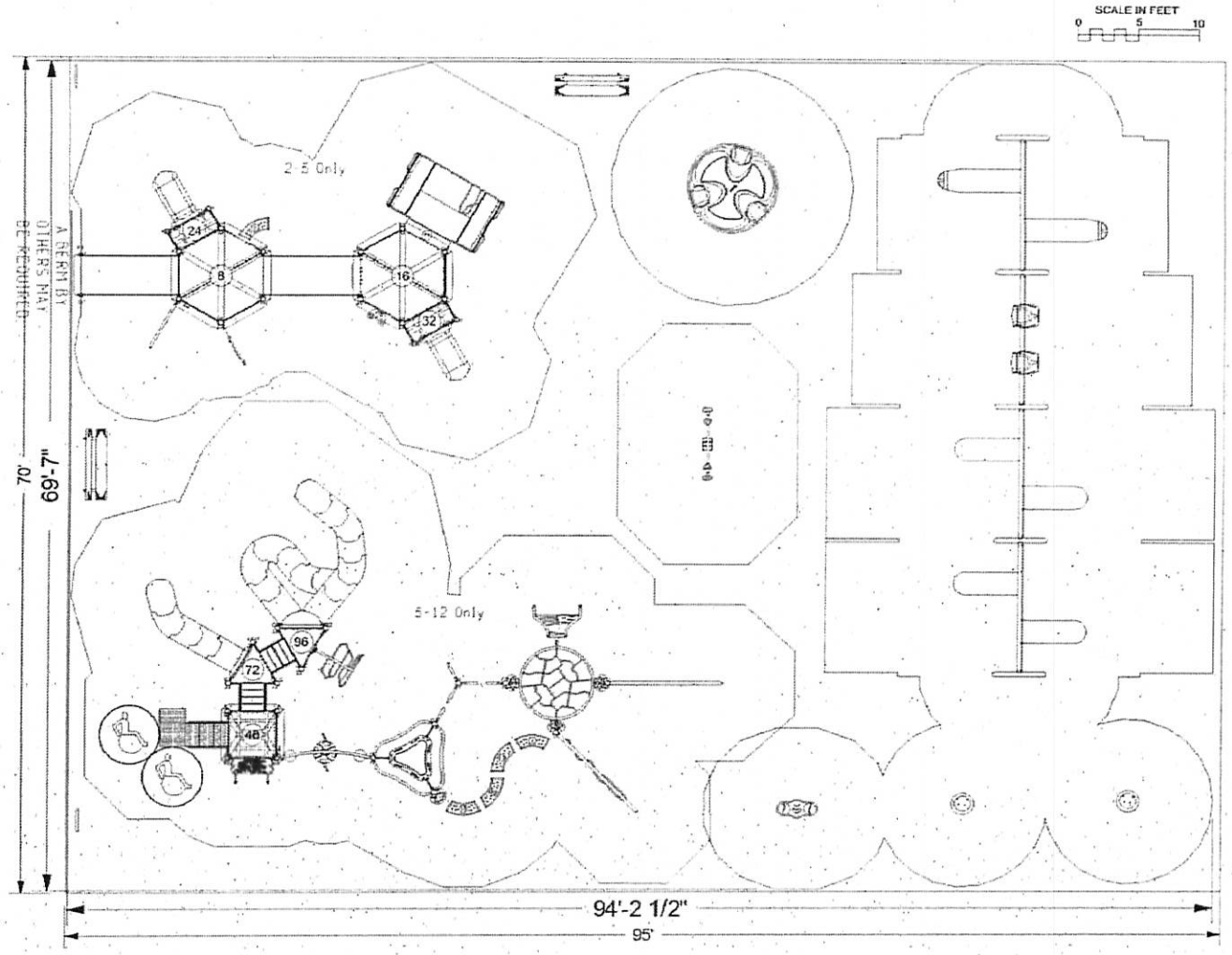
650 Pleasant Valley Way

West Orange, NJ 07052

Ben Shaffer Recreation, Inc.

130-126848-2

February 25, 2020



INFORMATION
MINIMUM FALL ZONE SURFACED WITH RESILIENT MATERIAL

AREA

5149 SQ.FT.

PERIMETER

751 FT.

STRUCTURE SIZE

69' 7" x 94' 2"

STRUCTURE IS DESIGNED FOR CHILDREN AGES:

- [ ] 6-23 MONTH OLDS
- [x] 2-5 YEAR OLDS
- [x] 5-12 YEAR OLDS
- [ ] 13 + YEAR OLDS

NSF Registered to ISO 9001 NSF Registered to ISO 14001

INTERNATIONAL PLAY EQUIPMENT PUBLIC PLAY EQUIPMENT IPEMA CERTIFIED TO ASTM F1487 MANUFACTURERS ASSOCIATION

To verify product certification, visit www.ipema.org

The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS	40	
NUMBER OF ELEVATED PLAY EVENTS	13	
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP	PROVIDED: 6	REQ'D: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM	PROVIDED: 11	
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM		REQ'D: 7
NUMBER OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 27	REQ'D: 0
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS	PROVIDED: 9	REQ'D: 3

WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH AND AROUND THIS EQUIPMENT.

FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for Public Playground Safety.

PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

ITEM	COMP.	DESCRIPTION
1	270-0001	OFFSET ENCLOSURE
2	270-0112	UNITARY ENCLOSURE
3	270-0129	TRIANGLE PLATFORM
4	270-0130	SQUARE PLATFORM
5	270-0131	HEXAGONAL PLATFORM 55P
6	270-0185	PLATFORM LADDER 16"
7	270-0221	8" RISE RAMP W/ GUARDRAILS
8	270-0223	8" RISE ENTRANCE RAMP W/ GU
9	270-0291	HALF PLATFORM W/SUPPORT
10	370-0420	LEAF CLIMBER 16" - 24"
11	370-0467	24" TRANSITION STAIR W/BARRI
12	370-0720	TRANSFER STATION, HANDRAIL
13	370-0805	JUNGLE VINE CLIMBER 45"
14	370-0806	TRIGON TOWER
15	370-0829	PLEXUS OVERHEAD
16	370-0830	PLEXUS HOLE CLIMBER
17	370-0834	OVERHEAD POST ATTACHMENT
18	370-0841	APEX NET CLIMBER 2-5
19	370-0851	VERTO CLIMBER 3 FS
20	370-0854	VERTO CLIMBER 1
21	370-1583	APEX ROPE CLIMBER
22	370-1584	APEX WAVE CLIMBER
23	370-1608	OVISTEP LAUNCH PAD
24	370-1620	TAKTIKS BOW CLIMBER
25	370-1642	VERVE CLIMBER 96" DK
26	470-0514	ROCK'N ROLL SLIDE, 24" - 32"
27	470-0517	SHAKER SQUARE ROOF
28	470-0518	SHAKER HEX ROOF
29	470-0548	VIPER R 64-72
30	470-0574	VIPER II OVER UNDER 96
31	550-0100	TOT SEAT, 7' & 8' PAIR, STD CH
32	550-0112	BELT SEAT, 8' PAIR, STD CHAIN
33	550-0135	5" OD ARCH SWING
34	550-0136	5" OD ARCH SWING ADD-ON
35	550-0175	FREEDOM SWING SEAT, PAIR, 8
36	560-0563	CRUISER WITH ADAPTER
37	560-2573	KIDFORCE SPINNER
38	560-2579	VOLTA INCLUSIVE SPINNER
39	570-0054	STANDING ROCKER
40	570-0687	CHARADE RING PANEL
41	570-0770	DYNAMIC SURFER
42	570-0840	SHAPES 2-SIDED PLAY PANEL
43	570-0842	ABC 2-SIDED PLAY PANEL
44	570-0844	TRACKS 2-SIDED PLAY PANEL
45	570-1685	HDPE UNITARY ENCLOSURE, NI
46	570-2624	HALF PIPE WALL
47	580-0172	6' PVC TRADITIONAL BENCH W/
48	580-1302	FS SIGN, CUSTOM/CUSTOM
49	580-1312	NOVO ARC BENCH

Burke

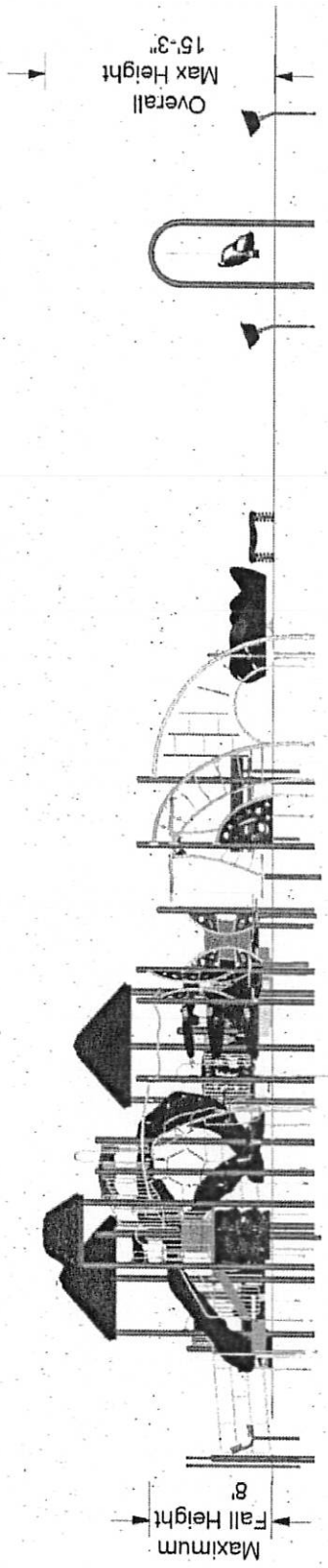
February 25, 2020

SERIES: Basics, Intensity, Nucleus
COMPONENT PLAN
DRAWN BY: Pa Der Vang

Degnan Park
650 Pleasant Valley Way
West Orange, NJ 07052

Ben Shaffer Recreation, Inc.
130-126848-2

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220



The protective surfacing for this design must accomodate the critical fall height.

Burke

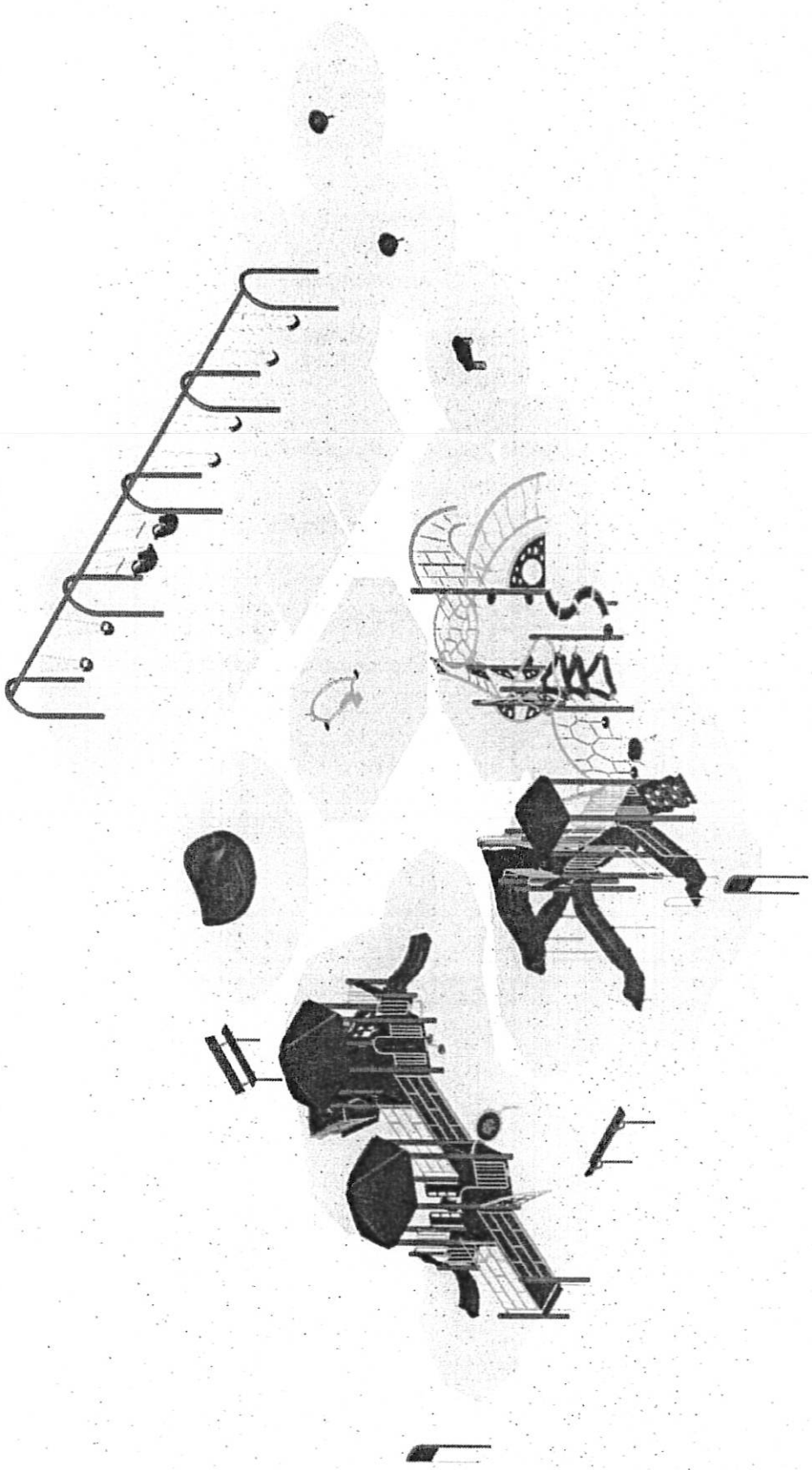
February 25, 2020

SERIES: Basics, Intensity, Nucleus
ELEVATION PLAN
DRAWN BY: Pa Der Vang

Degnan Park
650 Pleasant Valley Way
West Orange, NJ 07052

Ben Shaffer Recreation, Inc.
130-126848-2

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220



Burke

February 25, 2020

SERIES: Basics, Intensity, Nucleus
ISOMETRIC PLAN
DRAWN BY: Pa Der Vang

Degnan Park
650 Pleasant Valley Way
West Orange, NJ 07052

Ben Shaffer Recreation, Inc.
130-126848-2

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

Burke

Proposal # 130-126848-2

February 25, 2020
2019 Pricing

Proposal Prepared for:
Bill Kehoe
West Orange Parks
60 1/2 Cherry Street
West Orange, NJ 07052
Phone:

Project Location:
Degnan Park
650 Pleasant Valley Way
West Orange, NJ 07052

Proposal Prepared by:
Ben Shaffer Recreation, Inc.
PO Box 844
Lake Hopatcong, NJ 07849
Phone: 973-663-2021
Fax: 973-663-4615
sales@benshaffer.com

Scott Tumminello
Phone: 973-663-2021
Fax: 973-663-4615
scott@benshaffer.com

Component No.	Description	Qty	User Cap	Ext. User Cap	Weight	Ext. Weight
Burke Basics						
550-0100	TOT SEAT, 7' & 8' PAIR, STD ...	1	2	2	23	23
550-0112	BELT SEAT, 8' PAIR, STD CHAIN	2	2	4	20	40
550-0135	5" OD ARCH SWING	1	0	0	366	366
550-0136	5" OD ARCH SWING ADD-ON	3	0	0	223	669
550-0175	FREEDOM SWING SEAT, PAIR, 8' ...	1	2	2	76	76
560-0563	CRUISER WITH ADAPTER	1	12	12	1,222	1,222
560-2573	KIDFORCE SPINNER	2	1	2	43	86
560-2579	VOLTA INCLUSIVE SPINNER	1	9	9	475	475
570-0054	STANDING ROCKER	1	2	2	151	151
570-0770	DYNAMIC SURFER	1	2	2	96	96
580-0172	6' PVC TRADITIONAL BENCH W/BA...	2	0	0	119	238
580-1302	FS SIGN, CUSTOM/CUSTOM	2	0	0	44	88
580-1312	NOVO ARC BENCH	5	2	10	43	215
660-0101	INSTALL KIT, BURKE BASICS - P...	1	0	0	2	2
Intensity						
370-0829	PLEXUS OVERHEAD	1	14	14	96	96
370-0830	PLEXUS HOLE CLIMBER	1	2	2	97	97
370-0834	OVERHEAD POST ATTACHMENT	3	0	0	3	9
370-0841	APEX NET CLIMBER 2-5	1	2	2	44	44
370-1583	APEX ROPE CLIMBER	1	8	8	150	150
370-1584	APEX WAVE CLIMBER	1	8	8	185	185
370-1608	OVISTEP LAUNCH PAD	4	1	4	10	40
370-1620	TAKTIKS BOW CLIMBER	1	7	7	80	80
570-0687	CHARADE RING PANEL	1	2	2	60	60
Nucleus						
270-0001	OFFSET ENCLOSURE	2	0	0	30	60
270-0112	UNITARY ENCLOSURE	2	0	0	34	68
270-0129	TRIANGLE PLATFORM	2	2	4	48	96
270-0130	SQUARE PLATFORM	1	6	6	106	106
270-0131	HEXAGONAL PLATFORM S5P	2	12	24	287	574
270-0185	PLATFORM LADDER 16"	2	1	2	10	20
270-0221	8" RISE RAMP W/ GUARDRAILS	1	10	10	356	356
270-0223	8" RISE ENTRANCE RAMP W/ GUAR...	1	10	10	377	377
270-0291	HALF PLATFORM W/SUPPORT	2	3	6	69	138
370-0420	LEAF CLIMBER 16" - 24"	1	2	2	62	62

Burke

Proposal # 130-126848-2

February 25, 2020
2019 Pricing

370-0467	24" TRANSITION STAIR W/BARRIE...	2	2	4	164	328
370-0720	TRANSFER STATION, HANDRAIL 48"	1	6	6	236	236
370-0805	JUNGLE VINE CLIMBER 48"	1	2	2	85	85
370-0806	TRIGON TOWER	1	9	9	172	172
370-0851	VERTO CLIMBER 3 FS	1	3	3	103	103
370-0854	VERTO CLIMBER 1	2	1	2	35	70
370-1642	VERVE CLIMBER 96" DK	1	6	6	67	67
470-0514	ROCK'N ROLL SLIDE, 24" - 32"	2	1	2	85	170
470-0517	SHAKER SQUARE ROOF	1	0	0	136	136
470-0518	SHAKER HEX ROOF	2	0	0	231	462
470-0548	VIPER R 64-72	1	2	2	184	184
470-0574	VIPER II OVER UNDER 96	1	8	8	479	479
570-0840	SHAPES 2-SIDED PLAY PANEL	1	2	2	44	44
570-0842	ABC 2-SIDED PLAY PANEL	1	2	2	44	44
570-0844	TRACKS 2-SIDED PLAY PANEL	1	2	2	44	44
570-1865	HDPE UNITARY ENCLOSURE, NUCLE...	1	1	1	26	26
570-2624	HALF PIPE WALL	4	0	0	20	80
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3
660-0103	MAINTENANCE KIT, STRUCTURE	1	0	0	7	7
660-0104	INSTALLATION KIT, STRUCTURE	1	0	0	5	5
670-0016	ROOF POST 5" OD X 147"	6	0	0	77	462
670-0132	ROOF POST 5" OD X 158"	6	0	0	83	498
670-0150	POST ASSEMBLY 5" OD X 80"	2	0	0	44	88
670-0165	POST ASSEMBLY 5" OD X 123"	1	0	0	66	66
670-0166	POST ASSEMBLY 5" OD X 139"	6	0	0	74	444
670-0167	POST ASSEMBLY 5" OD X 147"	1	0	0	78	78
670-0169	POST ASSEMBLY 5" OD X 171"	5	0	0	91	455
670-0391	ROOF POST 5" OD X 184"	4	0	0	96	384
670-0422	HALF DECK UPPER POST 5" OD	4	0	0	26	104

Total User Capacity: 207
Total Weight: 11,689 lbs.
Total Price: $127,330

Information is relative to the Feb 25 2020 4:35AM database.

Special Notes:
Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 45 days from the date of this proposal.**

Burke

Proposal # **130-126848-2**

February 25, 2020

2019 Pricing

Selected Color List

Color Group	Color
Phase 1	
Platform	Brown
Accessory	Tan
Kore Konnect	Olive
Rotomolded	Blue
Post	Olive
1 Color Extruded/Flat	Blue
2 Color Extruded/Flat (outer)	Blue
2 Color Extruded/Flat (inner)	White
Rotomolded Roofs	Blue
Phase 2	
Platform	Brown
Accessory	Tan
Kore Konnect	Olive
Sprocket Main Panel & Cruiser Seat Backs	Tan
Sprocket Overlay & Cruiser Side Panels	Blue
2 Color Extruded/Flat (outer)	Blue
2 Color Extruded/Flat (inner)	White
1 Color Extruded/Flat	Blue
Post	Olive
Rotomolded	Blue
Phase 3	
Contemporary Swing Fittings	Olive
1 Color Extruded/Flat	Blue
Post	Olive
Accessory	Tan
Table/Bench	Brown
Rotomolded	Blue
Intensity/Rocky Mountain	Blue
Table/Bench Legs	Olive
Platform	Brown

TESTIMONIALS

"Service, Safety, Quality. Three words I would use to describe the people, business model, and overall organizational standards that inspires the BCI Burke Company. Every organization has a unique set of challenges and goals when it comes to building an educational environment - and from our experience, BCI Burke came to the table ready to work with us as partners to meet those challenges and goals head on.

We chose to work with BCI Burke because we needed a reliable company that would be able to provide nothing less than the highest quality product with our own time limitations. As with most other businesses, we did not have the luxury of making an investment into a project of this magnitude and not feel 100% certain that we had gotten the very best of our dollar. We also had to assure our stakeholders that we would see that investment last the test of time.

BCI Burke offered us superb and consistent customer service, the ability to achieve our goal on a fast timetable, and the confidence that our playground is genuinely the very best in design and safety. This is something that we will showcase in our school for many years to come.

After working with the company, I know personally they are committed to go the extra mile to satisfy your needs. BCI Burke is a master in their field but also provide the customer with an intuitive understanding of service".

Angela H. Brunini
Principal
St. Anthony Catholic School

"I am writing to tell you how much I enjoyed and appreciated working with your local representative...Through the years, I have worked with a number of playground companies, but never with anyone with the professionalism, commitment and follow-through of (your Burke Rep). We are all so excited about our children having the opportunity to play on your wonderful equipment; of course, we want everything! We are so impressed with the many, many possible designs. Thank you for the quality of your equipment and your local representatives."

Nancy Emerson
Director
The Children's Center
Dallas , TX

BURKE GENERATIONS WARRANTY®

The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Synergy™, Nucleus®, Voltage®, Little Buddies®, ELEVATE®, ACTIVATE®, INVIGORATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy™, Intensity®, Nucleus®, Voltage®, Little Buddies®, ELEVATE®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables and LEVEL X® flex bridge against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2020

COLORS THAT MOVE YOU

HDPE PLASTIC PANELS

Green, Lime, Olive, Blue, Purple, Red

Orange, Yellow, Tan, Gray, Black, Green/Tan

Lime/Black, Olive/Black, Blue/White, Blue/Yellow, Purple/Gray, Red/White

Orange/Black, Yellow/Blue, Yellow/Red, Tan/Green, Brown/Tan, Gray/Black

SHADE CANOPIES

Lime, Purple, Orange, Sand

Green, Blue, Red, Yellow, Gray

PLATFORMS

Blue, Brown, Recycled Plastic

ROCKIT CLIMBERS

Granite, Sandstone

POWDER COAT PAINT

Green, Orange, Olive, Yellow, Lime, Lemon, Aqua, Gold, Sky, Tan, Blue, Brown, Navy, Black, Purple, Charcoal Matte Finish, Burgundy, Silver, Red, White, Redwood Matte Finish

ROTOMOLD PLASTIC

Green, Lime, Blue, Purple, Red, Orange, Yellow, Tan, Granite

VISIT BCIBURKE.COM/COLORSELECTION TO CUSTOMIZE YOUR PLAYGROUND COLORS!

194-20
October 6, 2020

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO AN OVERPAYMENT OF TAXES DUE TO A DUPLICATE PAYMENT

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment for the third quarter 2020 taxes;

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and the Treasurer of the Township of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list sums in full and final satisfaction of the overpayment of the 2020 taxes.

Block	Lot	Name & Address	Amount
113.01	123	Jessica Torres 34 Park Terrace West Orange, NJ 07052	$2,268.00
132	15	Carnegie Title, LLC 55 Harristown Rd, Ste 302 Glen Rock, NJ 07452	$3,896.00
155.08	24	Wieslaw Kotowski 14 Normandy Terrace West Orange, NJ 07052	$1,400.00
155.07	18	Corelogic Tax RE Attn: Refund Department PO Box 961230 Fort Worth, TX 76161-0230	$3,172.00
175.23	31	Lisa Ashur 10 Porter Road West Orange, NJ 07052	$2,913.00
179.03	4	Raphaele Perlov 25 Pleasant Valley Way West Orange, NJ 07052	$ 359.33
		TOTAL:	$14,008.33

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

Michelle Casalino
Council President

Adopted: October 6, 2020

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

John Gross, Chief Financial Officer

195-20
October 6, 2020

RESOLUTION

WHEREAS, the Township of West Orange has advertised for bids, pursuant to the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1) for the project Street Improvements, 2020, Phase I; and

WHEREAS, at the date time and place advertised for the opening of said bids, the Township did receive six 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 lowest responsible bidder agreed to a 60-day extension beyond the 60-day validity period of the Local Public Contracts Law; 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 Project Street Improvements, 2020, Phase I is hereby awarded to:

REGGIO CONSTRUCTION, INC.
416 EAST CENTRAL BOULEVARD
PALISADES PARK, NJ 07650

in the amount of $2,225,520.94.

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**	**Michelle Casalino** **Council President**

Adopted: October 6, 2020

I hereby certify funds are available from: **<u>2020 Capital Budget</u>**

John Gross, Chief Financial Officer

STREET IMPROVEMENTS 2020, PHASE I

PROJECT NO._____BIDS RECEIVED ON: JUNE 9, 2020

				1		2		3		4		5		6	
Awarded By Township of West Orange on:				Reggio Const. Inc. 416 E. Central Boulevard Palisades Park, N.J. 07650		Cifelli & Son General Contracting, Inc. 81 Franklin Avenue Nutley, N.J. 07110		American Asphalt & Milling Services LLC 96 Midland Avenue Kearny, N.J. 07032		S. Batata Construction, Inc. 238 Ernston Road, Suite 1R Parlin, N.J. 08859		Granada Construction Corp. 147 Thomas Street Newark, N.J. 07114		D.L.S. Contracting, INC. 271 Highway 46, Suite D-205 Fairfield, N.J. 07004	
				LOW BIDDER											
ITEM NO.	**Description of Items**	**Unit Measure**	**Quantity**		**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
1	Mobilization	L.S.	1	$22,000.00	$22,000.00	$10,000.00	$10,000.00	$3,000.00	$3,000.00	$20,000.00	$20,000.00	$15,000.00	$15,000.00	$5,000.00	$5,000.00
2	Soil Erosion & Sediment Control Measures	L.S.	1	$0.01	$0.01	$500.00	$500.00	$6,000.00	$6,000.00	$5,000.00	$5,000.00	$0.01	$0.01	$1.00	$1.00
3	Breakaway Barricades	UNIT	20	$0.01	$0.20	$1.00	$20.00	$0.01	$0.20	$1.00	$20.00	$0.01	$0.20	$1.00	$20.00
4	Drum	UNIT	30	$0.01	$0.30	$1.00	$30.00	$0.01	$0.30	$1.00	$30.00	$0.01	$0.30	$1.00	$30.00
5	Traffic Cone	UNIT	100	$0.01	$1.00	$1.00	$100.00	$0.01	$1.00	$1.00	$100.00	$0.01	$1.00	$1.00	$100.00
6	Construction Sign	S.F.	400	$0.01	$4.00	$1.00	$400.00	$0.01	$4.00	$1.00	$400.00	$0.01	$4.00	$1.00	$400.00
7	Traffic Director, Police	DOLL	250,000	$1.00	$250,000.00	$1.00	$250,000.00	$1.00	$250,000.00	$1.00	$250,000.00	$1.00	$250,000.00	$1.00	$250,000.00
8	Fuel Price Adjustment	DOLL	2,000	$1.00	$2,000.00	$1.00	$2,000.00	$1.00	$2,000.00	$1.00	$2,000.00	$1.00	$2,000.00	$1.00	$2,000.00
9	Ashpalt Price Adjustment	DOLL	4,000	$1.00	$4,000.00	$1.00	$4,000.00	$1.00	$4,000.00	$1.00	$4,000.00	$1.00	$4,000.00	$1.00	$4,000.00
10	Clearing Site	L.S.	1	$47,991.00	$47,991.00	$65,000.00	$65,000.00	$77,640.00	$77,640.00	$85,000.00	$85,000.00	$10,000.00	$10,000.00	$29,429.00	$29,429.00
11	Excavation, Test Pit	C.Y.	5	$0.01	$0.05	$1.00	$5.00	$100.00	$500.00	$100.00	$500.00	$0.01	$0.05	$10.00	$50.00
12	Excavation, Base Repair, 12" Deep	S.Y.	1,000	$0.01	$10.00	$1.00	$1,000.00	$0.01	$10.00	$25.00	$25,000.00	$10.00	$10,000.00	$70.00	$70,000.00
13	Dense Graded Aggregate Base Course, 6" Thick	S.Y.	500	$0.01	$5.00	$1.00	$500.00	$0.01	$5.00	$1.00	$500.00	$1.00	$500.00	$7.00	$3,500.00
14	HMA Milling, 3" or Less	S.Y.	38,630	$4.25	$164,177.50	$5.25	$202,807.50	$4.34	$167,654.20	$5.00	$193,150.00	$6.00	$231,780.00	$4.50	$173,835.00
15	Geotextile, Paving Fabric	S.Y.	15,740	$2.25	$35,415.00	$2.75	$43,285.00	$2.85	$44,859.00	$1.00	$15,740.00	$3.00	$47,220.00	$3.00	$47,220.00
16	Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick	TON	3,180	$87.00	$276,660.00	$88.70	$282,066.00	$79.75	$253,605.00	$90.00	$286,200.00	$92.00	$292,560.00	$80.00	$254,400.00
17	Hot Mix Asphalt 12.5M64 Surface Course, 2" Thick	TON	2,830	$87.00	$246,210.00	$88.70	$251,021.00	$79.75	$225,692.50	$90.00	$254,700.00	$92.00	$260,360.00	$80.00	$226,400.00
18	Hot Mix Asphalt 9.5M64 Surface Course, 4" Thick	TON	550	$0.01	$5.50	$5.00	$2,750.00	$0.01	$5.50	$90.00	$49,500.00	$90.00	$49,500.00	$80.00	$44,000.00
19	Speed Table	UNIT	4	$2,500.00	$10,000.00	$7,500.00	$30,000.00	$4,000.00	$16,000.00	$5,000.00	$20,000.00	$6,500.00	$26,000.00	$5,000.00	$20,000.00
20	12" High Density Polyethylene Pipe	L.F.	30	$80.00	$2,400.00	$90.00	$2,700.00	$125.00	$3,750.00	$100.00	$3,000.00	$150.00	$4,500.00	$50.00	$1,500.00
21	15" High Density Polyethylene Pipe	L.F.	70	$90.00	$6,300.00	$95.00	$6,650.00	$145.00	$10,150.00	$100.00	$7,000.00	$150.00	$10,500.00	$50.00	$3,500.00
22	15" Reinforced Concrete Pipe, Class V	L.F.	28	$100.00	$2,800.00	$110.00	$3,080.00	$140.00	$3,920.00	$100.00	$2,800.00	$250.00	$7,000.00	$80.00	$2,240.00
23	High Density Plyethylene, Flared End Section	UNIT	1	$500.00	$500.00	$500.00	$500.00	$1,000.00	$1,000.00	$2,000.00	$2,000.00	$5,000.00	$5,000.00	$2,000.00	$2,000.00
24	House Drain Connection, Including Cleanout	UNIT	1	$300.00	$300.00	$400.00	$400.00	$3,000.00	$3,000.00	$1,000.00	$1,000.00	$600.00	$600.00	$500.00	$500.00
25	Inlet, Type A	UNIT	2	$2,000.00	$4,000.00	$2,200.00	$4,400.00	$4,500.00	$9,000.00	$3,000.00	$6,000.00	$3,000.00	$6,000.00	$2,500.00	$5,000.00
26	Inlet, Type A, With ADA Compliant Grate	UNIT	4	$2,000.00	$8,000.00	$2,500.00	$10,000.00	$4,500.00	$18,000.00	$3,000.00	$12,000.00	$3,000.00	$12,000.00	$2,900.00	$11,600.00
27	Inlet, Type D	UNIT	1	$2,500.00	$2,500.00	$2,900.00	$2,900.00	$4,500.00	$4,500.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$2,250.00	$2,250.00
28	Inlet, 2x2, With ADA Compliant Grate	UNIT	1	$1,800.00	$1,800.00	$1,500.00	$1,500.00	$2,800.00	$2,800.00	$1,500.00	$1,500.00	$2,500.00	$2,500.00	$900.00	$900.00
29	Reset Extisting Casting	UNIT	34	$250.00	$8,500.00	$1.00	$34.00	$0.01	$0.34	$500.00	$17,000.00	$400.00	$13,600.00	$300.00	$10,200.00
30	Set Inlet Type A, Casting	UNIT	2	$500.00	$1,000.00	$600.00	$1,200.00	$800.00	$1,600.00	$1,000.00	$2,000.00	$2,000.00	$4,000.00	$2,100.00	$4,200.00
31	Set Inlet Type B, Casting	UNIT	2	$700.00	$1,400.00	$600.00	$1,200.00	$1,100.00	$2,200.00	$1,000.00	$2,000.00	$2,000.00	$4,000.00	$2,900.00	$5,800.00
32	Set Inlet Type B, Casting, Non-Standard	UNIT	1	$700.00	$700.00	$600.00	$600.00	$1,300.00	$1,300.00	$1,000.00	$1,000.00	$2,000.00	$2,000.00	$3,100.00	$3,100.00
33	Set Inlet Type D, Casting	UNIT	5	$700.00	$3,500.00	$600.00	$3,000.00	$1,100.00	$5,500.00	$1,000.00	$5,000.00	$ 2,000.00	$10,000.00	$2,900.00	$14,500.00

34	Set Inlet Type D, Casting, Non-Standard	UNIT	1	$700.00	$700.00	$600.00	$600.00	$1,200.00	$1,200.00	$1,000.00	$1,000.00	$ 2,000.00	$2,000.00	$2,500.00	$2,500.00
35	Set Inlet Type E, Casting	UNIT	1	$1,000.00	$1,000.00	$600.00	$600.00	$1,500.00	$1,500.00	$1,000.00	$1,000.00	$ 3,000.00	$3,000.00	$2,500.00	$2,500.00
36	Set Manhole Casting	UNIT	66	$550.00	$36,300.00	$100.00	$6,600.00	$600.00	$39,600.00	$500.00	$33,000.00	$ 500.00	$33,000.00	$700.00	$46,200.00
37	Parging Inlet (Full Depth of Walls)	UNIT	100	$100.00	$10,000.00	$300.00	$30,000.00	$300.00	$30,000.00	$250.00	$25,000.00	$ 400.00	$40,000.00	$900.00	$90,000.00
38	Parging Manhole (Full Depth of Walls)	UNIT	100	$100.00	$10,000.00	$300.00	$30,000.00	$300.00	$30,000.00	$250.00	$25,000.00	$ 400.00	$40,000.00	$900.00	$90,000.00
39	Rebuild Inlet	UNIT	12	$1,000.00	$12,000.00	$900.00	$10,800.00	$800.00	$9,600.00	$2,000.00	$24,000.00	$ 1,000.00	$12,000.00	$1,200.00	$14,400.00
40	Reconstructed Inlet, Type A, Using Existing Casting	UNIT	2	$1,000.00	$2,000.00	$800.00	$1,600.00	$600.00	$1,200.00	$2,000.00	$4,000.00	$ 1,000.00	$2,000.00	$900.00	$1,800.00
41	Reconstructed Inlet, Type B, Using Existing Casting	UNIT	1	$1,000.00	$1,000.00	$1,300.00	$1,300.00	$800.00	$800.00	$1,000.00	$1,000.00	$ 1,500.00	$1,500.00	$1,500.00	$1,500.00
42	Reconstructed Inlet, Type D, Using Exitsting Casting	UNIT	22	$1,000.00	$22,000.00	$1,000.00	$22,000.00	$460.00	$10,120.00	$1,000.00	$22,000.00	$ 1,500.00	$33,000.00	$1,200.00	$26,400.00
43	Reconstructed Inlet, Type D, Convert to Inlet Type A	UNIT	3	$1,000.00	$3,000.00	$1,500.00	$4,500.00	$2,500.00	$7,500.00	$1,000.00	$3,000.00	$ 1,200.00	$3,600.00	$2,000.00	$6,000.00
44	Reconstructed Inlet, Type E, Using Existing Casting	UNIT	1	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$800.00	$800.00	$2,000.00	$2,000.00	$ 2,000.00	$2,000.00	$1,500.00	$1,500.00
45	Reconstructed Manhole, Using Existing Casting	UNIT	4	$500.00	$2,000.00	$1,600.00	$6,400.00	$800.00	$3,200.00	$2,000.00	$8,000.00	$ 2,000.00	$8,000.00	$400.00	$1,600.00
46	Bicycle Safe Grate	UNIT	18	$300.00	$5,400.00	$300.00	$5,400.00	$350.00	$6,300.00	$400.00	$7,200.00	$ 300.00	$5,400.00	$300.00	$5,400.00
47	Curb Piece	UNIT	4	$300.00	$1,200.00	$450.00	$1,800.00	$350.00	$1,400.00	$400.00	$1,600.00	$ 400.00	$1,600.00	$300.00	$1,200.00
48	Cleaning Drainage Structure	UNIT	1	$500.00	$500.00	$500.00	$500.00	$300.00	$300.00	$2,000.00	$2,000.00	$ 400.00	$400.00	$500.00	$500.00
49	Riprap Stone Channel Protection, 6" Thick (D50=6")	S.Y.	15	$50.00	$750.00	$20.00	$300.00	$100.00	$1,500.00	$100.00	$1,500.00	$ 150.00	$2,250.00	$50.00	$750.00
50	Concrete Sidewalk, 4" Thick	S.Y.	2700	$54.00	$145,800.00	$68.00	$183,600.00	$74.00	$199,800.00	$60.00	$162,000.00	$ 65.00	$175,500.00	$78.00	$210,600.00
51	Concrete Sidewalk, Reinforced, 6" Thick	S.Y.	2640	$63.00	$166,320.00	$70.00	$184,800.00	$80.00	$211,200.00	$65.00	$171,600.00	$ 80.00	$211,200.00	$83.00	$219,120.00
52	Reset Paver/Slate Sidewalk/ Driveway	S.Y.	40	$0.01	$0.40	$95.00	$3,800.00	$100.00	$4,000.00	$100.00	$4,000.00	$ 65.00	$2,600.00	$80.00	$3,200.00
53	Hot Mix Asphalt Driveway, 2" Thick	S.Y.	1745	$27.00	$47,115.00	$28.00	$48,860.00	$40.00	$69,800.00	$40.00	$69,800.00	$ 50.00	$87,250.00	$35.00	$61,075.00
54	Hot Mix Asphalt Driveway, 6" Thick	S.Y.	480	$36.00	$17,280.00	$35.00	$16,800.00	$55.00	$26,400.00	$50.00	$24,000.00	$ 55.00	$26,400.00	$35.00	$16,800.00
55	Detectable Warning Surface	S.Y.	14	$100.00	$1,400.00	$200.00	$2,800.00	$250.00	$3,500.00	$500.00	$7,000.00	$ 200.00	$2,800.00	$200.00	$2,800.00
56	9"x18" Concrete Vertical Curb	L.F.	130	$27.00	$3,510.00	$30.00	$3,900.00	$35.00	$4,550.00	$30.00	$3,900.00	$ 32.00	$4,160.00	$35.00	$4,550.00
57	Granite Curb	L.F.	21965	$27.00	$593,055.00	$28.00	$615,020.00	$31.00	$680,915.00	$30.00	$658,950.00	$ 28.00	$615,020.00	$30.00	$658,950.00
58	Beam Guide Rail Anchorage	UNIT	113	$85.00	$9,605.00	$59.00	$6,667.00	$32.20	$3,638.60	$50.00	$5,650.00	$ 200.00	$22,600.00	$35.00	$3,955.00
59	Tangent Guide Rail Terminal	UNIT	2	$6,500.00	$13,000.00	$6,500.00	$13,000.00	$5,175.00	$10,350.00	$4,000.00	$8,000.00	$ 800.00	$1,600.00	$5,000.00	$10,000.00
60	Beam Guide Rail Anchorage	UNIT	4	$1,250.00	$5,000.00	$3,200.00	$12,800.00	$971.75	$3,887.00	$1,500.00	$6,000.00	$ 1,000.00	$4,000.00	$1,000.00	$4,000.00
61	Traffic Markings Lines, 4"	L.F.	730	$1.00	$730.00	$1.25	$912.50	$0.92	$671.60	$1.00	$730.00	$ 1.00	$730.00	$1.00	$730.00
62	Traffic Markings Lines, 4", Double	L.F.	560	$2.00	$1,120.00	$2.10	$1,176.00	$1.84	$1,030.40	$2.00	$1,120.00	$ 2.00	$1,120.00	$2.00	$1,120.00
63	Traffic Marking Lines, 6"	L.F.	50	$2.00	$100.00	$2.25	$112.50	$1.38	$69.00	$4.00	$200.00	$ 2.00	$100.00	$2.00	$100.00
64	Traffic Marking Lines, 8"	L.F.	825	$2.50	$2,062.50	$2.65	$2,186.25	$1.84	$1,518.00	$5.00	$4,125.00	$ 3.00	$2,475.00	$2.00	$1,650.00
65	Traffic Marking Lines, 12"	L.F.	50	$3.00	$150.00	$3.25	$162.50	$2.76	$138.00	$10.00	$500.00	$ 4.00	$200.00	$3.00	$150.00
66	Traffic Marking Lines, 24"	L.F.	140	$6.00	$840.00	$6.25	$875.00	$5.52	$772.80	$10.00	$1,400.00	$ 6.00	$840.00	$5.00	$700.00
67	Traffic Markings Symbols, Various	UNIT	16	$150.00	$2,400.00	$175.00	$2,800.00	$145.00	$2,320.00	$200.00	$3,200.00	$ 150.00	$2,400.00	$200.00	$3,200.00
68	Regulatory and Warning Sign (Up to 12"x18")	UNIT	6	$0.01	$0.06	$300.00	$1,800.00	$200.00	$1,200.00	$200.00	$1,200.00	$ 225.00	$1,350.00	$200.00	$1,200.00
69	Regulatory and Warning Sign (Greater Than 12"x18" Up to 30"x30")	UNIT	12	$0.01	$0.12	$350.00	$4,200.00	$260.00	$3,120.00	$300.00	$3,600.00	$ 375.00	$4,500.00	$250.00	$3,000.00
70	Reset Water Valve Box	UNIT	92	$0.01	$0.92	$20.00	$1,840.00	$0.01	$0.92	$50.00	$4,600.00	$ 50.00	$4,600.00	$25.00	$2,300.00
71	Reset Gas Valve Box	UNIT	92	$0.01	$0.92	$20.00	$1,840.00	$0.01	$0.92	$50.00	$4,600.00	$ 50.00	$4,600.00	$25.00	$2,300.00
72	Tree Removal, Over 6" To 12" Diameter	UNIT	8	$0.01	$0.08	$1,200.00	$9,600.00	$500.00	$4,000.00	$1,000.00	$8,000.00	$ 750.00	$6,000.00	$400.00	$3,200.00
73	Tree Removal, Over 12" To 18" Diameter	UNIT	8	$0.01	$0.08	$1,500.00	$12,000.00	$1,000.00	$8,000.00	$1,000.00	$8,000.00	$ 1,250.00	$10,000.00	$800.00	$6,400.00
74	Tree Removal, Over 18" To 24" Diameter	UNIT	10	$0.01	$0.10	$1,600.00	$16,000.00	$1,500.00	$15,000.00	$1,500.00	$15,000.00	$ 2,500.00	$25,000.00	$1,000.00	$10,000.00
75	Tree Removal, Over 24" To 30" Diameter	UNIT	10	$0.01	$0.10	$1,800.00	$18,000.00	$2,500.00	$25,000.00	$2,000.00	$20,000.00	$ 3,500.00	$35,000.00	$1,750.00	$17,500.00
76	Tree Removal, Over 30" Diamter	UNIT	10	$0.01	$0.10	$3,200.00	$32,000.00	$2,750.00	$27,500.00	$2,000.00	$20,000.00	$ 3,500.00	$35,000.00	$3,200.00	$32,000.00

77	Topsoil Stabilization, Type 2 MAT	S.Y.	100	$0.01	$1.00	$10.00	$1,000.00	$5.00	$500.00	$10.00	$1,000.00	$ 5.00	$500.00	$10.00	$1,000.00
78	Small Deciduous Tree, 2-1/2" Caliper	UNIT	15	$300.00	$4,500.00	$350.00	$5,250.00	$400.00	$6,000.00	$500.00	$7,500.00	$ 450.00	$6,750.00	$600.00	$9,000.00
	BASE BID TOTALS			Bid Amount	$2,225,520.94	Bid Amount	$2,511,350.25	Bid Amount	$2,577,599.28	Bid Amount	$2,664,115.00	Bid Amount	$2,767,670.56	Bid Amount	$2,780,525.00
	TOTALS				Bid Bond 10%		Bid Bond 10%		Bid Bond 10%		Bid Bond 10%		Bid Bond 10%		Bid Bond 10%

196-20
October 6, 2020

R E S O L U T I O N

WHEREAS, the Township of West Orange previously obtained Professional Environmental Services of Manal Baba, Licensed Site Remediation Professional (LSRP) now CME Associates, 3759 Highway 1 South, Suite 100, Monmouth Junction, NJ 08852 for LSRP and environmental services associated with leaking underground storage tanks at the former DPW Garage and WOBOE Bus Storage Garage, 6-8 Lindsley Avenue which were previously removed in 1988 and 1991; and

WHEREAS, the Township now requires additional environmental services of Manal Baba, LSRP, for environmental site remediation associated with leaking underground storage tanks that were previously removed in 1988 and 1991; and

WHEREAS, CME Associates submitted a proposal dated May 4, 2020 to provide additional environmental services to remediate contamination associated with the prior underground storage tanks removed in 1988 and 1991; and

WHEREAS, the proposal of CME Associates includes six (6) tasks:

1.	High Vacuum Extraction Treatment System	$11,750.00
2.	Monitoring Well Gauging & Sampling (Two Rounds)	$21,750.00
3.	Off Site Monitoring Well Installation	$9,800.00
4.	Permits, Groundwater Remedial Action, Soil Remedial Action; Capping Design & Deed Notice	$8,500.00
5.	Reporting and Management	$13,700.00
6.	Response Action Outcome	$4,000.00
	Total	$69,500.00

WHEREAS, CME Associates responded to the Township's Request for Qualifications; and

WHEREAS, the proposed is acceptable to the Municipal Engineer; and

WHEREAS, sufficient funds exist for this work; and

WHEREAS, the Township Council concurs in the foregoing.

NOW, THERFORE BE IT RESOLVED by the Township of West Orange that a Professional Service contract be awarded to CME Associates, 3759 Highway 1 South, Suite 100, Monmouth Junction, NJ 08852 to provide LSRP and professional environmental services for the former DPW Garage and WOBOE Bus Storage Garage, 6-8 Lindsley Avenue in accordance with their proposal dated May 4, 2020 for a fee not to exceed $69,500.00

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

Karen J. Carnevale, R.M.C. **Municipal Clerk**	**Michelle Casalino** **Council President**

Adopted: October 6, 2020

I certify funds are available from Account No. **<u>03 2584 19 0500 110</u>**
Underground Storage Tank
$69,500.00

John O. Gross, Chief Financial Officer

JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALESI, PE, PP, CME

TIMOTHY W. GILLEN, PE, PP, CME
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME

May 4, 2020

Leonard R. Lepore, PE, Municipal Engineer
Township of West Orange
Director, Department of Public Works, Engineering Division
25 Lakeside Avenue, West Orange, NJ 07052

Re: Revised Proposal for Professional Services - Groundwater Monitoring and Confirmatory Soil Sampling
Lindsley Avenue Bus Garage; 6 Lindsley Avenue
Township of West Orange, Essex County, New Jersey
NJDEP CASE #88-11-10-1526 – PI#014425

Dear Mr. Lepore:

CME Associates (CME) is pleased to submit this proposal to the Township of West Orange (Client) to continue Professional Environmental and Licensed Site Remediation Professional (LSRP) Services at the Lindsley Avenue Bus Garage at 6 Lindsley Avenue in West Orange.

The proposed scope of work is prepared to satisfy the New Jersey Department of Environmental Protection (NJDEP) requirements stated in the Administrative Requirements for Remediation of Contaminated Sites (ARRCS Rule, N.J.A.C. 26:C) and the Technical Requirements for Site Remediation (Tech Rule, N.J.A.C. 7:26E), in accordance with New Jersey's Site Remediation Reform Act (SRRA).

BACKGROUND

Based on the review of the history of product at the Site, it was indicated that localized free-phase product with an apparent thickness ranging from a visual sheen to less than 0.22 feet, has been detected in MW-4, MW-5, MW-12 and MW-13 between December 1997 and August 1998. Generally, since December 1997, the apparent thickness of the free-phase product pockets has decreased to a visual sheen. Free-phase product recovery program, which consisted of pumping free-phase product from these wells, was subsequently implemented.

Localized free-phase product within the overburden water unit has been observed in monitoring well MW-5. The free -phase product observed within MW-5 may have originated from either of the former 2,000-gallon USTs, and appears to have migrated downgradient along the general

groundwater flow directions within the overburden water-bearing unit. It is postulated that historical product discharges from the former USTs combined with the discontinuation or breach of the natural low permeability barrier (organic clay and silt layer) may have created preferential pathways for the free-phase product and dissolved phase to move downward and impact the overburden water-bearing unit at the Site. The findings of the most recent sampling event (August 11th) at Lindsley Ave., approximately half a foot of free product was identified in MW-5, a proposed remedial action is included to address the free-phase product detected recently at MW-5 at the Site.

SCOPE OF SERVICES

Based on the review of existing remediation documents, CME has prepared the following scope of work to comply with the NJDEP Technical Requirements for Site Remediation at the Site and provide the consultation and project management necessary to continue to advance the project towards a closure.

Task 1: Application of High Vacuum Extraction (HVE) Treatment System

High Vacuum Extraction (HVE) treatment system utilizes a soil venting unit which is powered by an internal combustion engine to produce vacuum to extract groundwater and soil vapors from the extraction point. The removal of contaminated groundwater, as well as subsurface vapors, will reduce contaminant mass; as such, it will aid in overall remediation of dissolved phase groundwater contamination and residual product in soil.

CME proposes to conduct the HVE treatment technology at monitoring well (MW-5) which has the free-phase product at the Site. Total of two (2) HVE treatment applications will be conducted at the Site on a monthly basis using a mobile HVE treatment unit.

Task 2: Monitoring Well Gauging & Sampling (Two Rounds)

A total of two (2) groundwater sampling events will be conducted and samples will be collected from the four (4) existing monitoring wells. Groundwater samples will be obtained using "low flow" procedures in accordance with the NJDEP Field Sampling Procedures Manual (August 2005). Groundwater samples will be analyzed for TCL VO+15, TBA, ABN+20 and lead. A QA/QC plan consisting of field and trip blank

samples will be incorporated into the sampling program. Purged groundwater will be containerized in drums and disposed off-site at an approved disposal facility.

All sampling and monitoring will be performed according to the methodology specified in the most current edition of the Department's Field Sampling Procedures Manual. All samples will be analyzed by a New Jersey Certified Laboratory except those field-determined parameters specified in the monitoring program established pursuant to the oversight document.

Task 3- Off-Site Monitoring Well Installation

In order to comply with NJDEP regulations, CME will retain a NJDEP licensed well driller to install an off-Site monitoring well. The monitoring well will be constructed in accordance with the NJDEP Monitoring Well Requirements for Unconsolidated Aquifers.

The monitoring well will be developed by pumping groundwater into 55-gallon drums until clear and sediment-free water is obtained from the well. The well cuttings will be containerized in 55-gallon drums on Site for future off-Site disposal at an approved disposal facility. A total of 5 drums will be disposed of and the cost is included in this proposal. A New Jersey licensed land surveyor will survey the newly installed monitoring well and the NJDEP required certifications (Form A and B) will be prepared and submitted to the NJDEP in accordance with the NJDEP requirements.

Task 4: Groundwater Remedial Action Permit, Soil Remedial Action Permit, Capping Design and Deed Notice

Natural Attenuation is no action alternative and based on natural processes, especially biodegradation, volatilization and adsorption, to clean up the groundwater. Natural attenuation is cost efficient and have minimum requirements as a CEA and Groundwater Remedial Action Permit required to implement this alternative.

CME will prepare and submit the CEA Fact Sheet Application and prepare a groundwater remedial action permit pursuant to the Administrative Requirements for Remediation of Contaminated Sites (ARRCS Rule, N.J.A.C. 26:C).

The CEA application will be submitted with a Groundwater Remedial Action Permit for natural attenuation as the remedial action for the groundwater impacts related to the UST discharge at the Site, a Groundwater Remedial Action Permit Application will be

prepared and submitted with NJDEP permit application fee of **$990**; this Fee is included in the cost for this proposal.

Capping and filing of a Deed Notice (DN) are proposed as the least invasive, most cost-effective method to address the identified soil impacts remaining at the Site while remaining protective of human health and the environment. The proposed remedial action for the Site will consist of capping the historic fill impacted soils and the benzene impacted soils.

Some areas are capped by asphalt and concrete, which represents an effective engineering control for the contaminants of concern identified at the Site. The areas that require additional remedial investigation are the landscape areas. Based on the analytical results of the soil investigation, a remedial action (capping) in the areas covered with grass should be performed prior to complete a DN for the Site.

CME will assist the Client's legal counsel in the preparation and finalization of DN exhibit documents to allow contaminated soils to be capped on the Site. The DN will be prepared and submitted to the Client for review and approval. The Client is advised to seek legal counsel to assist with the review and filing of the DN document. Legal counsel will have to provide metes and bounds for the Site and conduct required filing of the DN with the County and State.

CME will submit the DN with the Remedial Action Report and prepare a Soil Remedial Action Permit Application form for NJDEP submittal in the RAR. The NJDEP permit application fee of **$1,650.00** is required and this cost is included in this proposal.

Task 5: Reporting and Management

Remedial Action Report (RAR)

CME will prepare a Remedial Action Report (RAR) with Document Submission Form which will detail activities conducted to achieve compliance with the NJDEP Technical Requirements for Site Remediation (N.J.A.C. 7:26E- 6.7) and the Administrative Requirements for the Remediation of Contaminated Sites ("the ARRCS Rule"). A Site plan, Case Inventory Document, updated Receptor Evaluation form and other pertinent

items as specified in the Remedial Action Report submission requirements of the Technical Requirements for Site Remediation (N.J.A.C. 7:26E-6.7) will be included.

CME will prepare a Health and Safety Plan (HSP) and Quality Assurance Project Plan (QAPP) that are required to be submitted with the RAR.

Task 6: Issuance of Response Action Outcome (RAO)

The RAO is a written determination by the LSRP indicating that the contaminated areas of concern were remediated in accordance with applicable regulations and that no further remedial action is required.

Following the successful completion of the remediation in accordance with all applicable regulations, the LSRP will prepare a Response Action Outcome (RAO) for the areas of concern in accordance with the Administrative Requirements for the Remediation of Contaminated Sites (N.J.A.C. 7:26C-6). The LSRP will use the standard format RAO form document posted by the NJDEP to ensure content consistency. The LSRP is prohibited from modifying the content of an RAO except as explicitly provided for in the NJDEP guidance.

PROPOSED BUDGET

The budget for completion of the proposed scope of work is **$69,500** as indicated in the following table:

Task	Cost
Task 1- Application of High Vacuum Extraction (HVE) Treatment System	$ 11,750
Task 2- Monitoring Well Gauging & Sampling (Two Rounds)	$ 21,750
Task 3- Off-Site Monitoring Well Installation	$ 9,800
Task 4- Groundwater Remedial Action Permit, Soil Remedial Action Permit, Capping Design and Deed Notice	$ 8,500
Task 5- Reporting and Management	$ 13,700
Task 6- Issuance of Response Action Outcome (RAO)	$ 4,000
Total	**$ 69,500**

The proposed budget includes approximately **$30,000** for subcontractor's fee, including laboratory analysis, equipment cost, etc., and NJDEP fees. The budget contained in this proposal is the firm's best estimate of the effort required to carry out the project as outlined in the scope of work. However, the client will be billed for the actual effort expended to implement the Scope of Services in accordance with the attached billing rates for Environmental Engineering and LSRP services. In no event will the client be billed or work performed in excess of the proposal amount without client's prior approval.

ASSUMPTIONS AND LIMITATIONS

The scope of work is limited to the tasks outlined above. Based on the investigation findings, additional remediation activities may be required to comply with N.J.A.C. 7:26E and close the case. A separate cost proposal will be provided for any additional work, if needed.

SPECIAL CONDITIONS FOR LSRP SERVICES

- The enactment of the Site Remediation Reform Act (SRRA; N.J.S.A. 58:10C-1 et seq) on May 7, 2009, and the adoption of the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS; N.J.A.C. 7:26C) on November 4, 2009 require that all new remediation cases follow the provisions of SRRA. A key requirement of these rules is that a Licensed Site Remediation Professional (LSRP) must oversee all new remediation cases.
- The ARRCS requires the person responsible for conducting a remediation to notify the NJDEP of any confirmed discharges of contaminants or condition of Immediate Environmental Concern ("IEC"). Please note that being an LSRP, as a State licensed professional, I will thus have the obligation to report any such conditions to the NJDEP without obtaining any prior approval from the client.
- LSRP will provide the required services in accordance with SRRA and has the obligation to submit, maintain and preserve the relevant documents.
- LSRP is not responsible for client's failure to disclose relevant information, perform SRRA obligations, fund remediation, and follow LSRP's recommended actions. Client's failure to perform these obligations may result in fines/penalties by the NJDEP.

- The issuance of RAO by LSRP is not a guarantee or warranty that the site is free of contamination, or that it will be accepted by the NJDEP.
- NJDEP may audit the RAO within three (3) years after the date the LSRP filed the RAO with the NJDEP. LSRP is not responsible for additional requirements imposed by NJDEP after review/audit, except to the extent they arise out of LSRP's negligence.

We appreciate the opportunity to submit this proposal and assist the Township on this project. Should you have any questions, please do not hesitate to call me at 732-951-2101, extension 103.

Respectfully submitted,

CME Associates

Behram Turan

Behram Turan, P.E., LSRP- Principal
Director of Environmental Services

Enclosure

cc: Michael McClelland, P.E., P.P. - Partner / CME Associates

197-20
October 6, 2020

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):

Organization	Date/Type of Event	Place	RL No.
Liberty Middle School PTA	Tricky Tray	I Kelly Drive	7696

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

Michelle Casalino
Council President

Adopted: October 6, 2020

198-20
October 6, 2020

RESOLUTION

WHEREAS, the West Orange Police Benevolent Association Local 25 ("PBA") is the collective bargaining unit for the police officers of the Township; and

WHEREAS, the West Orange Superior Officers Association Local 25 ("SOA") is the collective bargaining unit for the superior officers of the West Orange Police Department; and

WHEREAS, the last contract for the PBA and SOA expired on December 31, 2017; and

WHEREAS, the Township has been negotiating with the PBA and SOA to resolve a new contract; and

WHEREAS, the Mayor with the Business Administrator and Chief Financial Officer have analyzed all aspects of the negotiations; and

WHEREAS, over the last three years, there have been numerous negotiations, discussions and other good faith bargaining between the Township, the SOA and the PBA; and

WHEREAS, on October 5, 2020, the membership of the SOA and PBA agreed to a Memorandum of Agreement with the Township, as negotiated by the Mayor, Business Administrator and Chief Financial Officer; and

WHEREAS, the Mayor recommends approval of the attached Memorandum of Agreement; and

WHEREAS, the parties have acted in good faith; and

WHEREAS, the Township recommends approval of the Memorandum of Agreement.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the executed Memorandum of Agreement between the Township, SOA and PBA is hereby approved; and

BE IT FURTHER RESOLVED that the Mayor be and is hereby authorized to execute a contract with the material terms set forth in the Memorandum of Agreement and the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature.

Karen J. Carnevale, R.M.C. **Municipal Clerk**	**Michelle Casalino,** **Council President**

Adopted: October 6, 2020

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

THE TOWNSHIP OF WEST ORANGE

AND

WEST ORANGE PBA LOCAL 25

AND

WEST ORANGE PBA LOCAL 25 SUPERIOR OFFICERS ASSOCIATION

Duration: The duration of this Agreement shall be January 1, 2018 through December 31, 2022.

Preamble: The parties agree that any changes to existing practices which are otherwise mandatorily negotiable, must first be negotiated and agreed to between the parties.

Article VII-new language of Section 3:

During the term of this Collective Bargaining Agreement and any extensions thereof, there shall be a distinction between line detectives and administrative detectives. Line detectives shall constitute those detectives below the rank of Captain assigned to the Criminal Investigations Unit, the Juvenile Aid Bureau, the Special Investigations Unit and the Internal Affairs Unit. These detectives shall receive annual stipends as set forth below as part of their pensionable base salary:

	Line Detective	Administrative Detective
Jan 1, 2021	$1,750	$750
Jan1, 2022	$2,000	$1,000

All Captains shall be paid a Captain stipend in accordance with a Line Detective.

Jan 1, 2021	$1,750
Jan 1, 2022	$2,000

Beginning on January 1, 2021, the On-Call Detective Supervisor and On-Call Detective shall receive 4 hours of On-Call time off for each 24 hour period they are on call. This time must be used by March 31 of the succeeding year and is not payable upon retirement.

Article VII-include following language:

On January 1st each member shall be allotted the following vacation time:

POLICE OFFICERS	21 DAYS
SERGEANTS	23 Days

LIEUTENANTS	26 Days
CAPTAINS	29 Days

Personnel holding the following ranks on December 31st of the prior year shall be allowed to carry over the following amount of days into the next year:

POLICE OFFICERS	21 DAYS
SERGEANTS	23 Days
LIEUTENANTS	26 DAYS
CAPTAINS	29 DAYS

Article VIII- include the following language:

Vacation Time shall be carried over in accordance with all applicable administrative code provisions.

Article XX

Base Salary – for all steps throughout the guide

2018-0%

2019-0%

2020-January 1, 2020-1.5%/July 1, 2020-1.5% (payable January 2021)

2021-January 1, 2021-1.5%/July 1, 2021-1.5%

2022-3%

PBA/SOA Stipend

2018-$1,250.00

2019-$2,250.00 (payable January 2021)

2020-$3,000.00 (payable January 2021)

2021-$3,500.00

2022-$4,500.00

Article XXI

Section 3-add following language.

The Township shall furnish the PBA/SOA with all information (that does not violate HIPPA regulations) used to calculate these rates so that they may have those rates audited for accuracy. The information should be provided at the same time the rates are established.

Section 7. New Language

The Township agrees to pay 100% of the premiums for Medical and Prescription benefits for current active employees upon retirement, for Retirees, Spouse and Eligible Dependents for life who were hired by the Township prior to the signing of the Collective Bargaining Agreement by both parties. This section shall also relate to those employees who retired during the duration period of this Agreement, but prior to the signing of the Collective Bargaining Agreement.

Employees hired after the signing of this Collective Bargaining Agreement by both parties will not be eligible for Township paid medical and prescription benefits in retirement.

The Township agrees to contribute 10.5% of a newly hired employees gross salary (defined as base salary, holiday pay, longevity pay, detective stipend and stipends set forth in Article XX herein combined,) every pay period throughout the year for the duration of the members employment with the Township, into a tax deferred compensation plan to be utilized for the prospective purchase of any health and prescription benefits needed by the employee upon severance of employment from the Township.

It is contemplated by the parties that the vehicle to be offered is a 457 deferred compensation plan. It is further agreed between the parties that the Township will continue to offer the products currently offered by Mass Mutual and/or Valic based upon their current guaranteed rates of return, as long as said services remain available to the Township. If it is determined and agreed by all parties that the 457 is not the appropriate vehicle to utilize, or, if a court of competent jurisdiction or government agency determines that the 457 is not the legal vehicle, the parties agree to mutually arrive at an equivalent successor vehicle (such as a whole life insurance policy), which accomplishes the objectives set forth in Section 7.

The Township shall treat the aforementioned contributions as pensionable income pursuant to NJAC 17:4-4.1 and shall make all pension contributions based upon gross salary as defined above and the additional percentage Township agrees to contribute to the 457 deferred compensation plan referenced herein.

If a Active member dies, regardless of date of hire, or is awarded a PFRS accidental disability pension for actions taken on duty or while performing police duties off duty, the Township agrees to pay 100 percent of the Health and Prescription benefits premiums for the member and the surviving spouse for his/her life and eligible dependents.

Boiler Plate

All terms set forth herein shall be retroactive to January 1, 2018 and applicable to all officers who retired since said date, unless otherwise stipulated herein.

Unless otherwise set forth herein, all terms included in the 2014-2017 CNA shall be retained as if more fully set forth herein.

The terms set forth and agreed to herein remain subject to ratification by the Governing Body of the Township as well as the membership of the PBA and SOA, respectively .

For the Township

Robert D. Parisi, Mayor

For the SOA,

Michael Cassidy, SOA President

For the PBA

Lawrence Dominguez, PBA President

Township of West Orange
Draft Proposed Zoning Amendments: Implementation of Affordable Housing Settlement Agreements

September 2020

AMEND THE FOLLOWING SECTION:
(deletions are shown in ~~strikethrough~~, additions are underlined):

25-18 AFFORDABLE HOUSING; LOW/MODERATE HOUSING PROVISIONS.*

***Editor's Note:** Prior ordinance history includes portions of Ordinance Nos. 1362-95, 2002-05, 2013-05, 2020-05, 2025-05, 2030-05, 2075-06, 2077-06 AND 2090-06.

25-18.1 ~~Municipal Fair Share Obligation~~Purpose and Applicability.

The purpose of this section is to include provisions addressing the Township of West Orange's constitutional obligation to provide for its fair share of low- and moderate-income housing, as directed by the Supreme Court and consistent with N.J.A.C. 5:93-1 et seq., as amended and supplemented, N.J.A.C. 5:80-26.1 et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985. This chapter is intended to assure compliance with the regulations of the Council on Affordable Housing ("COAH") set forth at N.J.A.C. 5:93-1 et seq., and the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq., including provisions for unit affordability controls as well as eligibility for low- and moderate-income households. This chapter shall apply except where inconsistent with applicable law.~~The fair share obligation in West Orange consists of a 324-unit rehabilitation obligation, a 226-unit prior round obligation and a 341-unit growth share obligation that represents one (1) affordable unit for every four (4) market rate residential units receiving a certificate of occupancy subsequent to January 1, 2004 plus one (1) affordable housing unit for every sixteen (16) jobs created through the expansion or creation of nonresidential development in accordance with the schedule determined by the New Jersey Council on Affordable Housing (COAH).~~

~~West Orange shall provide a regional preference for all households that live and/or work in COAH Housing Region 2 comprised of Essex, Morris, Union and Warren. (Ord. No. 2250-09 § II)~~

25-18.2 Definitions.

Accessory Apartment shall mean a self-contained residential dwelling unit with a kitchen, sanitary facilities, sleeping quarters and a private entrance, which is created within an existing home, or through the conversion of an existing accessory structure on the same site, or by an addition to an existing home or accessory building, or by the construction of a new accessory structure on the same site.

Act shall mean the Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et seq.).

Adaptable shall mean constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

Administrative agent shall mean the entity designated by the Township to administer affordable units in accordance with this chapter, the regulations of the Council on Affordable Housing set forth at N.J.A.C. 5:93 et seq., and the Uniform Housing Affordability Controls set forth at N.J.A.C. 5:80-26 et seq.~~responsible for administering the affordability controls of this section with respect to specific restricted units, as designated pursuant to N.J.A.C. 5:80-26.14~~.

Affirmative marketing shall mean a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.15.

Affordability average shall mean an average of the percentage of median income at which restricted units in an affordable development are affordable to low- and moderate-income households.

Affordable shall mean a sales price or rent level that is within the means of a low- or moderate-income household as defined within N.J.A.C. 5:93-7.4, and, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented~~, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6 and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12~~.

Affordable development shall mean a housing development all or a portion of which consists of restricted units.

Affordable unit shall mean a housing unit proposed or created pursuant to the Fair Housing Act and approved for crediting by the court and/or funded through an affordable housing trust fund.

Agency shall mean the New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1 et seq.) and in, but not of, the DCA.

Age-restricted unit shall mean a housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development wherein the unit is situated are sixty-two (62) years of age or older; or 2) at least eighty (80%) percent of the units are occupied by one person who is fifty-five (55) years of age or older; or, 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as "housing for older persons," as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607~~where the head of the household is a minimum age of either sixty-two (62) years, or fifty-five (55) years and meets the provisions of the 42 U.S.C. §§3601 et seq., except that due to death, a remaining spouse of less than fifty-five (55) years of age shall be permitted to continue to reside~~.

Alternative living arrangement shall mean a structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangements include, but are not limited to: transitional facilities for the homeless; Class A, B, C, D, and E boarding homes as regulated by the State of New Jersey Department of Community Affairs; residential health care facilities as regulated by the New Jersey Department of Health; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

Assisted living residence shall mean a facility licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four (4) or more adult persons unrelated to the proprietor and offer, at a minimum, one (1) unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

~~*Balanced housing* shall mean the Neighborhood Preservation Balanced Housing Program of the DCA as set forth at N.J.S.A. 52:27D-320 and N.J.A.C. 5:43.~~

Certified household shall mean a household that has been certified by an administrative agent as a low-income household or moderate-income household.

COAH or the Council shall mean the Council on Affordable Housing in, but not of, the DCA, established under the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.).

Conversion shall mean the conversion of existing commercial, industrial or residential structures for low and moderate income housing purposes.

Court shall mean the Superior Court of New Jersey, Law Division, Essex County.

DCA shall mean the State of New Jersey Department of Community Affairs.

Deficient housing unit shall mean a housing unit with health and safety code violations that requires the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

Developer shall mean any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land included in a proposed development including the holder of an option to contract to purchase, or other person having an enforceable proprietary interest in such land.

Development shall mean the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required, pursuant to N.J.S.A. 40:55D-1 et seq.

Fair share plan shall mean the plan that describes the mechanisms, strategies and the funding sources, if any, by which the Township proposes to address its affordable housing obligation as established in the Housing Element, including the draft ordinances necessary to implement that plan, and addresses the requirements of N.J.A.C. 5:93-5.

Fair Share Round shall mean any one (1) of three (3) periods in time during which the Council established municipal obligations to provide affordable housing and the first round was from 1987-1993 and the second period was from 1993-1997 and the third is for 1999-2018.

HAS shall mean the Housing Affordability Service, formerly known as the "Affordable Housing Management Service," at the New Jersey Housing and Mortgage Finance Agency.

Housing element shall mean the portion of the Township's Master Plan, required by the Municipal Land Use Law ("MLUL"), N.J.S.A. 40:55D-28b(3) and the Act, that includes the information required by N.J.A.C. 5:93-5.1 and establishes the Township's fair share obligation.

Inclusionary development shall mean a development containing both affordable units and market rate units. This term includes, but is not limited to: new construction, the conversion of a non-residential structure to residential use and the creation of new affordable units through the gut rehabilitation or reconstruction of a vacant residential structure.

Low-income household shall mean a household with a total gross annual household income equal to fifty (50%) percent or less of the median income.

Low-income unit shall mean a restricted unit that is affordable to a low-income household.

Median income shall mean the median income by household size for an applicable county, as adopted annually by COAH or a successor entity approved by the Court.

Moderate-income household shall mean a household with a total gross annual household income in excess of fifty (50%) percent but less than eighty (80%) percent of the median income.

Moderate-income unit shall mean a restricted unit that is affordable to a moderate-income household.

MONI shall mean the Agency's Market Oriented Neighborhood Investment Program, as it may be authorized from time to time by the Agency.

95/5 unit shall mean a restricted ownership unit that is part of a housing element that received substantive certification from COAH pursuant to N.J.A.C. 5:93 before October 1, 2001.

Non-exempt sale shall mean any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a class A beneficiary; and the transfer of ownership by court order.

Random selection process shall mean a process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one (1) applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

Regional asset limit shall mean the maximum housing value affordable to a four-person household with an income at or above eighty (80%) percent of the regional median as defined by the Council's annually adopted income limits.

Rehabilitation shall mean the repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

Rent shall mean the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

Restricted unit shall mean a dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, but does not include a market-rate unit financed under UHORP or MONI.

Township shall mean the Township of West Orange in Essex County, New Jersey.

UHAC shall mean the Uniform Housing Affordability Controls, as set forth in N.J.A.C. 5:80-26 et seq.

UHORP shall mean the Agency's Urban Homeownership Recovery Program.

Very low-income household shall mean a household with a total gross annual household income equal to thirty (30%) percent or less of the regional median household income by household size.

Very low-income unit shall mean a restricted unit that is affordable to a very low-income household.

Weatherization shall mean building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for purposes of a rehabilitation program.

(Ord. No. 2250-09 § III)

25-18.3 Affordable Housing Program.

~~West Orange has determined that it will use the following programs to satisfy its affordable housing obligation:~~

~~a. *Rehabilitation Program*. Group homes, family redevelopment, age-restricted rentals, family rentals, for-sale family housing, in redevelopment, market to affordable program of family rentals and accessory apartments~~.

The following general guidelines apply to all developments that contain low- and moderate-income units, and any future developments that may occur.
(Ord. No. 2250-09 § IV)

25-18.4 Rehabilitation.

a. *The Rehabilitation Program.*

1. West Orange's rehabilitation program is designed to renovate deficient housing units occupied by low-and moderate-income households and after rehabilitation, these units will comply with the New Jersey State Housing Code pursuant to N.J.A.C. 5:28.

2. West Orange has designated Community Action Services and the Essex County Home Improvement Program as the administrators of the rehabilitation program.

3. Both renter occupied and owner occupied units are eligible for rehabilitation funds.

4. Both renter occupied and owner occupied units must remain affordable to low- and moderate-income households for a period of ten (10) years. For owner occupied units this control period will be enforced with a lien and for renter occupied units the control period will be enforced with a deed restriction.

5. West Orange will dedicate a minimum of ten thousand ($10,000.00) dollars for units rehabilitated through this program.

6. West Orange has created a rehabilitation manual for this rehabilitation program, which is available for inspection at the West Orange Planning Department~~ and is on file with COAH~~.
(Ord. No. 2250-09 § V)

25-18.5 Phasing Schedule for Zoning.

West Orange has adopted ~~a~~ redevelopment plans that include~~s~~ affordable housing.

If future zoning is adopted, there will be a set-aside for affordable housing. Payment in lieu of development funds will be used within West Orange for the creation of affordable housing units.

In inclusionary zones, ~~including zones subject to a growth share ordinance,~~ the following schedule shall be followed:

Percentage of Market-Rate Units Completed	*Minimum Percentage of Low- and Moderate-Income Units*
25	0
25+1	10
50	50
75	75
90	100

(Ord. No. 2250-09 § VI)

25-18.6 New Construction.

a. *Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:*

1. The fair share obligation shall be divided equally between low- and moderate-income ~~households~~ units, except that where there is an odd number of affordable housing units, the extra unit shall be a low-income unit.

2. At least thirteen (13%) percent of all restricted rental units within each bedroom distribution shall be very low-income units (affordable to a household earning thirty (30%) percent or less of median income). The very low-income units shall be counted as part of the required number of low-income units within the development.

3. At least twenty-five (25%) percent of the obligation shall be met through rental units, including at least half in rental units available to families.

4. A maximum of twenty-five (25%) percent of the Township's obligation may be met with age restricted units. At least half of all affordable units in the Township's Plan shall be available to families.

5. In each affordable development, at least fifty (50%) percent of the restricted units within each bedroom distribution shall be low-income units including that thirteen (13%) percent shall be very-low income.

~~3~~6. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:

(a) The combined number of efficiency and one-bedroom units is no greater than twenty (20%) percent of the total low- and moderate-income units;

(b) At least thirty (30%) percent of all low- and moderate-income units are two (2) bedroom units;

(c) At least twenty (20%) percent of all low- and moderate-income units are three (3) bedroom units; and

(d) The remainder may be allocated among two (2) and three (3)- bedroom units at the discretion of the developer.

(e) Age-restricted low- and moderate-income units may utilize a modified bedroom distribution and at a minimum, the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the affordable development. This standard may be met by having all one (1)-bedroom units or by having a two (2)-bedroom unit for each efficiency unit.

b. *Accessibilit~~ye Townhouse Units~~ Requirements*.

1. The first floor of all restricted townhouse dwelling units and ~~of~~ all restricted units in other multistory ~~dwelling units for which credit is sought pursuant to P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et seq.), on or after October 1, 2006, the effective date of P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a et seq.), and for which an application for a construction permit has not been declared complete by the enforcing agency pursuant to P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a et seq.) and which were included in a prior round fair share plan or in a third round fair share plan and for which credit continues to be sought~~buildings shall be subject to the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

2. ~~To receive Council credit for a townhouse unit or other multistory dwelling unit that is attached to at least one other dwelling unit West Orange shall ensure that:~~

~~(a)~~ All restricted ~~T~~townhouse dwelling units ~~or~~ and all restricted units in other multistory buildings in which a restricted dwelling unit~~s that are~~is attached to at least one other dwelling unit ~~for which credit is sought for low- or moderate income housing~~ shall have the following features:

(~~1~~a) An adaptable toilet and bathing facility on the first floor; and,

(~~2~~b) An adaptable kitchen on the first floor; and,

(~~3~~c) An interior accessible route of travel on the first floor; and,

~~(i) An interior accessible route of travel shall not be required between stories;~~

(~~4~~d) An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and

(~~5~~e) If not all of the foregoing requirements in 2.(a) through 2.(d) can be satisfied, then an interior accessible route of travel must be provided between stories within an individual unit, but if all of the terms of paragraphs 2.(a) through 2.(d) above have

been satisfied, then an interior accessible route of travel shall not be required between stories within an individual unit; and,

(f) An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a et seq.) and the Barrier Free Subcode, N.J.A.C. 5:23-7, or evidence that West Orange has collected funds from the development sufficient to make ten (10%) percent of the adaptable entrances in the development accessible~~;~~;

(~~b~~1) In the case of a unit or units which are constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed;

~~3.~~(2) The builder of the unit or units shall deposit funds, sufficient to adapt ten (10%) percent of the affordable units in the projects which have not been constructed with accessible entrances, with West Orange, for deposit into the municipal affordable housing trust fund;

~~4.~~(3) The funds under paragraph ~~b,3~~(f)(2) above shall be available for the use of West Orange for the purpose of making the adaptable entrance of any affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance;

~~5.~~(4) The developer of the affordable project subject to P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a et seq.) shall submit the design with a cost estimate for conversion to West Orange; and

~~6.~~(5) Once West Orange has determined that the plans to adapt the entrances of the townhouse or other multistory unit meet the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7, the West Orange Chief Financial Officer shall ensure that the funds are deposited into that fund.

~~7.~~(6) Full compliance with this section shall not be required where an entity can demonstrate that it is site impracticable to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free Subcode, N.J.A.C. 5:23-7.

c. *Maximum Rents and Sales Prices.*

1. In establishing rents and sales prices of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC utilizing the most recently published regional weighted average of the uncapped Section 8 income limits published by HUD and by the Superior Court.

2. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than sixty (60%) percent of median income, and the average rent for restricted rental units shall be affordable to households earning no more than fifty two (52%) percent of median income.

3. The developers and/or municipal sponsors of restricted rental units shall establish at least one (1) rent for each bedroom type for both low-income and moderate-income units, provided that at least thirteen (13%) percent of all low- and moderate-income rental units shall be affordable to very low-income households, earning thirty (30%) percent or less of the regional median household income, with such very low-income units counted toward the low-income housing requirement.

4. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than seventy (70%) percent of median income, and each affordable development must achieve an affordability average of fifty five (55%) percent for restricted ownership units; in achieving this affordability

average, moderate-income ownership units must be available for at least three different sales prices for each bedroom type, and low-income ownership units must be available for at least two (2) different sales prices for each bedroom type.

5. In determining the initial sales prices and rent levels for compliance with the affordability average requirements for restricted units other than assisted living facilities and age-restricted developments, the following standards shall be used:

   (a) A studio unit shall be affordable to a one (1)-person household;

   (b) A one (1)-bedroom unit shall be affordable to a one and one-half (1 ½)-person household;

   (c) A two (2)-bedroom unit shall be affordable to a three (3)-person household;

   (d) A three-(3) bedroom unit shall be affordable to a four and one-half

   (4 ½)-person household; and

   (e) A four (4)-bedroom unit shall be affordable to a six (6)-person household.

6. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted developments, the following standards shall be used:

   (a) A studio shall be affordable to a one (1)-person household;

   (b) A one (1)-bedroom unit shall be affordable to a one and one-half (1 ½)-person household; and,

   (c) A two (2)-bedroom unit shall be affordable to a two (2)-person household or to two (2) one (1)-person households.

7. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to ninety-five (95%) percent of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed twenty-eight (28%) percent of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

8. The initial rent for a restricted rental unit shall be calculated so as not to exceed thirty (30%) percent of the eligible monthly income of the appropriate size household, including an allowance for tenant paid utilities, as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

9. The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

10. The rent of low- and moderate-income units may be increased annually based on the permitted percentage increase in the Regional Income Limits chart. This increase shall not exceed nine (9%) percent in any one (1) year. Rents for units constructed pursuant to low- income housing tax credit regulations shall be indexed pursuant to the regulations governing low- income housing tax credits.~~1. West Orange hereby establishes that the maximum rent for affordable units within each affordable development shall be~~

~~affordable to households earning no more than sixty (60%) percent of median income and the average rent for low- and moderate-income units shall be affordable to households earning no more than fifty two (52%) percent of median income.~~

~~2. The developers and/or municipal sponsors of restricted rental units shall establish at least one (1) rent for each bedroom type for both low-income and moderate-income units, provided that at least thirteen (13%) percent of all low- and moderate-income units shall be affordable to households earning no more than thirty (30%) percent of median income.~~

~~3. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than seventy (70%) percent of median income and each affordable development must achieve an affordability average of fifty-five (55%) percent for restricted ownership units and in achieving this affordability average, moderate-income ownership units must be available for at least three (3) different prices for each bedroom type, and low-income ownership units must be available for at least two (2) different prices for each bedroom type.~~
~~(Ord. No. 2250-09 § VII)~~

25-18.7 Utilities.

a. Affordable units shall utilize the same type of heating source as market units within the affordable development.

b. Those tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance approved by DCA for its Section 8 program.
(Ord. No. 2250-09 § VIII)

25-18.8 Occupancy Standards.

a. ~~Occupancy standards for affordable housing units are pursuant to N.J.A.C. 5:80-26.4~~In referring certified households to specific restricted units, the administrative agent shall, to the extent feasible and without causing an undue delay in the occupancy of a unit, strive to:

1. Provide an occupant for each bedroom;

2. Provide children of different sexes with separate bedrooms;

3. Provide separate bedrooms for parents and children; and,

4. Prevent more than two (2) persons from occupying a single bedroom.~~In determining the initial rents and initial sales prices for compliance with the affordability average requirements for restricted units other than assisted living facilities, the following standards shall be used:~~

~~(a) A studio shall be affordable to a one-person household;~~

~~(b) A one-bedroom unit shall be affordable to a one and one-half person household;~~

~~(c) A two-bedroom unit shall be affordable to a three-person household;~~

~~(d) A three-bedroom unit shall be affordable to a four and one-half person household; and~~

~~(e) A four-bedroom unit shall be affordable to a six-person household.~~

~~2. For assisted living facilities, the following standards shall be used:~~

~~(a) A studio shall be affordable to a one-person household;~~

~~(b) A one-bedroom unit shall be affordable to a one and one-half person household;~~

~~(c) A two bedroom unit shall be affordable to a two person household or to two (2) one person households.~~

~~3. In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the administrative agent shall strive to:~~

~~(a) Provide an occupant for each unit bedroom;~~

~~(b) Provide children of different sex with separate bedrooms; and~~

~~(c) Prevent more than two (2) persons from occupying a single bedroom.~~

~~(Ord. No. 2250-09 § IX)~~

25-18.9 Control Periods for Restricted Ownership Units and Enforcement Mechanisms.

Control periods for restricted ownership units are pursuant to N.J.A.C. 5:80-26.5 and each restricted ownership unit shall remain subject to the requirements of this ordinance for a period of at least thirty (30) years and thereafter until West Orange ~~elects~~ takes action by ordinance to release the unit from such requirements~~, pursuant to action taken in compliance with N.J.A.C. 5:80-26.1 and~~ ~~p~~Prior to such action ~~an election~~, a restricted ownership unit must remain subject to the requirements of N.J.A.C. 5:80-26.1 ~~for at least thirty (30) years~~.

a. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.

b. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the administrative agent shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.

a. At the time of the first sale of the unit, the initial purchaser shall execute and deliver to the administrative agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit's release from the requirements of this section, an amount equal to the difference between the unit's nonrestricted fair market value and its restricted price and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.

b. All conveyances of restricted ownership units shall be made by deeds and restrictive covenants pursuant to N.J.A.C. 5:80-26.1.

c. The affordability controls set forth in this section shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.

d. A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Municipal Building Inspector stating that the unit meets all code standards upon the first transfer of title that follows the expiration of the applicable minimum control period provided under N.J.A.C. 5:80-26.5(a).
(Ord. No. 2250-09 § X)

25-18.10 Price Restrictions for Restricted Ownership Units, Homeowner Association Fees, and Resale Prices.

Price restrictions for restricted ownership units are pursuant to N.J.A.C. 5:80-26.1, including:

a. The initial purchase price for a restricted ownership unit shall be approved by the administrative agent. ~~The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying costs of the unit, including principal and interest (based~~

~~on a mortgage loan equal to ninety five (95%) percent of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed twenty eight (28%) percent of the eligible monthly income of an appropriate household size as determined under N.J.A.C. 5:80-26.4; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3.~~

b. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.

c. The master deeds of affordable developments shall provide no distinction between the condominium or homeowner association fees and special assessments paid by low- and moderate-income purchasers and those paid by market purchasers~~, although condominium units subject to a municipal ordinance adopted before October 1, 2001, which provides for condominium or homeowner association fees and/or assessments different from those provided for in this subsection shall have such fees and assessments governed by said ordinance~~.

d. The owners of restricted ownership units may apply to the administrative agent to increase the maximum sales price for the unit on the basis of capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or that add an additional bathroom.
(Ord. No. 2250-09 § XI)

25-18.11 Buyer Income Eligibility.

a. Buyer income eligibility for ownership units is pursuant to N.J.A.C. 5:80-26.1, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to fifty (50%) percent of median income and moderate-income ownership units shall be reserved for households with a gross household income less than eighty (80%) percent of median income.

b. Notwithstanding the foregoing, however, the administrative agent may, upon approval by the Township Council, and subject to the Court's approval, permit moderate-income purchasers to buy low-income units in housing markets if the administrative agent determines that there is an insufficient number of eligible low-income purchasers to permit prompt occupancy of the units. All such low-income units to be sold to moderate-income households shall retain the required pricing and pricing restrictions for low-income units.

c. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the administrative agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one (1) year.

d. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees as applicable) does not exceed thirty-three (33%) percent of the household's eligible monthly income. (Ord. No. 2250-09 § XII)

25-18.12 Limitations on Indebtedness Secured by Ownership Unit; Subordination.

a. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the administrative agent for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the administrative agent shall issue such determination prior to the owner incurring such indebtedness.

b. With the exception of first purchase money mortgages, neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed ninety five (95%) percent of the maximum allowable resale price of the unit, as such price is determined by the administrative agent in accordance with N.J.A.C. 5:80-26.6(b).

25-18.13 Capital Improvements to Ownership Unit.

a. The owners of restricted ownership units may apply to the administrative agent to increase the maximum sales price for the unit on the basis of capital improvements made since the purchase of the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household or that adds an additional bathroom. In no event shall the maximum sales price of an improved housing unit exceed the limits of affordability for the larger household.

b. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the administrative agent at the time of the signing of the agreement to purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price, which shall be subject to ten (10)-year, straight-line depreciation, has been approved by the administrative agent. Unless otherwise approved by the administrative agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

25-18.1~~2~~4 Control Period for Restricted Rental Units.

Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, and ~~E~~each restricted rental unit shall remain subject to the requirements of this section for a period of at least thirty (30) years and thereafter until West Orange ~~elects~~ takes action by ordinance to release the unit from such requirements, however, prior to such a municipal election, a restricted rental unit must remain subject to the requirements of N.J.A.C. 5:80-26.11~~this ordinance for a period of at least thirty (30) years~~. For new projects receiving nine percent low income housing tax credits, a control period of not less than a thirty (30) year compliance period plus a fifteen (15) year extended use period shall be required.

a. Deeds of all real property that include restricted rental units shall contain deed restriction language, the deed restriction shall have priority over all mortgages on the property and the deed restriction shall be filed by the developer or seller with the records office of the county and a copy of the filed document shall be provided to the administrative agent within thirty (30) days of the receipt of a Certificate of Occupancy. Neither the unit nor its affordability designation shall change throughout the term of the deed restriction.

b. A restricted rental unit shall remain subject to the affordability controls of this section, despite the occurrence of any of the following events:

1. Sublease or assignment of the lease of the unit;

2. Sale or other voluntary transfer of the ownership of the unit; or

3. The entry and enforcement of any judgment of foreclosure on the property containing the unit.

(Ord. No. 2250-09 § XIII)

25-18.1~~3~~5 ~~Price~~ Rent Restrictions for Rental Units~~ and Rent Increases~~; Leases.

~~The initial rent for a restricted rental unit shall be approved by the Administrative Agent and shall be calculated so as not to exceed thirty (30%) percent of the eligible monthly income of the appropriate household size as determined under N.J.A.C. 5:80-26.4; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3.~~

a. A written lease shall be required for all restricted rental units and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the administrative agent.

b. No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the administrative agent.

c. Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit and shall be payable to the administrative agent to be applied to the costs of administering the controls applicable to the unit as set forth in this chapter.

d. No rent control ordinance or other pricing restriction shall be applicable to either the market units or the affordable units in any development in which at least fifteen (15%) percent of the total number of dwelling units are restricted rental units in compliance with this chapter.~~Rents may be increased annually based on the Housing Consumer Price Index for the United States, as published annually by COAH. Rents may not be increased more than once a year.~~

~~b. A written lease is required for all restricted rental units, except for units in an assisted living residence, and tenants are responsible for security deposits and the full amount of the rent as stated on the lease.~~

~~c. No additional fees or charges may be added to the approved rent (except, in the case of units in an assisted living residence, for the customary charges for food and services) without the express written approval of the Administrative Agent and application fees (including the charge for any credit check) may not exceed five (5%) percent of the monthly rental of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls in this section as applicable to the unit.~~

~~(Ord. No. 2250-09 § XIV)~~

25-18.~~14~~16 Tenant Income Eligibility~~ Pursuant to N.J.A.C. 5:80-26.1~~.

Pursuant to N.J.A.C. 5:80-26.13, tenant income eligibility shall be determined as follows:

a. Low-income rental units shall be reserved for households with a gross household income less than or equal to fifty (50%) percent of median income. Moderate-income rental units shall be reserved for households with a gross household income less than eighty (80%) percent of median income. Very-low-income rental units shall be reserved for households with a gross household income of thirty (30%) percent or less of median income.

b. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed thirty-five (35%) percent (forty (40%) percent for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

1. The household currently pays more than thirty-five (35%) percent (forty (40%) percent for households eligible for age-restricted units) of its gross household income for rent and the proposed rent will reduce its housing costs;

2. The household has consistently paid more than thirty-five (35%) percent (forty (40%) percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;

3. The household is currently in substandard or overcrowded living conditions;

4. The household documents the existence of assets, with which the household proposes to supplement the rent payments; or

5. The household documents reliable anticipated~~proposed~~ third-party assistance from an outside source such as a family member in a form acceptable to the administrative agent and the owner of the unit.

c. The applicant shall file documentation sufficient to establish the existence of the circumstances in paragraph b. above with the Administrative Agent, who shall counsel the household on budgeting.
(Ord. No. 2250-09 § XV)

25-18.~~15~~17 Municipal Housing Liaison.

a. ~~COAH~~ The Court requires West Orange to appoint a specific municipal employee to serve as a Municipal Housing Liaison responsible for administering its affordable housing program, including affordability controls and the Affirmative Marketing Plan, and, where applicable, supervising any Administrative Agent. West Orange adopted an ordinance creating the position of Municipal Housing Liaison. West Orange adopted a resolution on May 23, 2006 appointing a Municipal Housing Liaison. ~~Subject to the approval of COAH, t~~The Municipal Housing Liaison shall be appointed by the Governing Body and may be a full or part time municipal employee.

b. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for West Orange, including the following responsibilities which may not be contracted out, exclusive of paragraph 6 which may be contracted out:

1. Serving as West Orange's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents, and interested households;

2. Monitoring the status of all restricted units in West Orange's Fair Share Plan;

3. Compiling, verifying, and submitting annual reports as required ~~by COAH~~;

4. Coordinating meetings with affordable housing providers and Administrative Agents, as applicable;

5. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered ~~or approved by COAH~~;

6. If applicable, serving as the Administrative Agent for some or all of the restricted units in West Orange.

West Orange will contract with or authorize a consultant, authority, government or any agency charged by the Governing Body, which entity shall have the responsibility of administering the affordable housing program of West Orange, except for those responsibilities which may not be contracted out as described above. If West Orange will contract with another entity to administer all or any part of the affordable housing program, including the affordability controls and Affirmative Marketing Plan, the Municipal Housing Liaison shall supervise the contracting Administrative Agent.
(Ord. No. 2250-09 § XVI)

25-18.1~~6~~8 Administrative Agent for West Orange's Affordable Housing Units.

The affordability controls set forth in this section shall be administered and enforced by the Administrative Agent. The primary responsibility of the Administrative Agent shall be to ensure that the restricted units under administration are sold or rented, as applicable, only to low- and moderate-income households.

a. The Administrative Agent shall create and shall publish in plain English, and in such other languages as may be appropriate to serving its client base, a written operating manual, ~~as approved by COAH,~~ setting forth procedures for administering such affordability controls, including procedures for long-term control of restricted units; for enforcing the covenants of N.J.A.C. 5:80-26.18 and for releasing restricted units promptly at the conclusion of applicable control periods. The Administrative Agent shall have authority to take all actions necessary and appropriate to carrying out its responsibilities hereunder. The operating manual shall have a separate and distinct chapter or section setting forth the process for identifying applicant households seeking certification to restricted units, for reviewing applicant household eligibility, and for certifying applicant households in accordance with the household certification and referral requirements set forth in N.J.A.C. 5:80-26.16.

b. The Administrative Agent shall establish and maintain a ready database of applicant households as a referral source for certifications to restricted units, and shall establish written procedures to ensure that selection among applicant households be via the database, and in accordance with a uniformly applied random selection process and all applicable State and Federal laws relating to the confidentiality of applicant records.

c. The municipality in which restricted units are located shall select one or more Administrative Agents for those units. A municipality itself (through a designated municipal employee, department, board, agency or committee) may elect to serve as the Administrative Agent for some or all restricted units in the municipality, or the municipality may select HAS or an experienced private entity approved by the Court~~Division, the Agency or COAH~~ to serve as Administrative Agent for some or all restricted units in the municipality. The foregoing approval by the Court ~~COAH or the Division~~ is to be based on the private entity's demonstration of the ability to provide a continuing administrative responsibility for the length of the control period for the restricted units.

d. The Administrative Agent shall have the authority to discharge and release any or all instruments, as set forth in this section, filed of record to establish affordability controls. (Ord. No. 2250-09 § XVII)

25-18.1~~7~~9 Affirmative Marketing.

The affirmative marketing plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer or sponsor of affordable housing. The affirmative marketing plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward the COAH Housing Region in which the municipality is located and covers the period of deed restriction.

a. The Administrative Agent shall assure the affirmative marketing of affordable units.

b. If the municipality does not designate a municipal staff person, it shall contract with other experienced Administrative Agents approved by the Court ~~COAH~~ to administer the affirmative marketing plan. Where a municipality contracts with another Administrative Agent to administer the affirmative marketing plan, the municipality shall appoint a Municipal Housing Liaison who shall supervise the contracting Administrative Agent. In addition, where the

contracting Administrative Agent is not responsible for the entire affirmative marketing plan, the municipality shall outline who or what municipal agent is responsible for the remaining portion of the affirmative marketing plan. The municipality has the ultimate responsibility for the proper administration of the affirmative marketing program, including initial sales and rentals and resales and rerentals.

c. In implementing the affirmative marketing plan, Administrative Agents shall designate an experienced staff person ~~approved by COAH~~ to provide counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

d. The affirmative marketing plan shall describe the media to be used in advertising and publicizing the availability of housing. In developing the plan, the Administrative Agent shall consider the use of language translations.

e. The affirmative marketing process for available affordable units shall begin at least four (4) months prior to expected occupancy.

f. Applications for affordable housing shall be available in several locations, including, at a minimum, the county administrative building and/or the county library for each county within the housing region; the municipal administrative building(s) and the municipal library in the municipality in which the units are located; and the developer's sales office. Applications shall be mailed to prospective applicants upon request.

g. The Court ~~COAH~~ shall review and assess the effectiveness of West Orange's affirmative marketing program.
(Ord. No. 2250-09 § XVIII)

25-18.18 Household Certification and Referral; Related Project Information.

No household may be referred to a restricted unit, or may receive a commitment with respect to a restricted unit, unless that household has received a signed and dated certification and has executed a certificate.

a. The sources of income considered by the Administrative Agent shall be the types of regular income reported to the Internal Revenue Service and which can be used for mortgage loan approval.

b. If the applicant household owns a primary residence with no mortgage on the property valued at or above the regional asset limit as published annually ~~by COAH~~, a certificate of eligibility shall be denied unless the applicant's existing monthly housing costs exceed thirty-eight (38%) percent of the household's eligible monthly income.

c. The Administrative Agent shall employ a random selection process when referring households for certification to affordable units.
(Ord. No. 2250-09 § XIX)

25-18.19 Enforcement of Affordable Housing Regulations.

By submitting to the jurisdiction of the Court~~COAH~~, a municipality shall be deemed to have delegated to its Administrative Agent the day-to-day responsibility for implementing practices and procedures designed to ensure effective compliance with the controls set forth in this section. The municipality, however, shall retain the ultimate responsibility for ensuring effective compliance with this section.

a. Administrative Agent practices and procedures shall include, but shall not necessarily be limited to, the following:

1. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent.
2. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates.
3. The posting annually in all rental properties, including two-family homes, of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent can be made.
4. If the unit is owner-occupied, that the unit may be resold only to a household that has been approved in advance and in writing by the Administrative Agent.
5. That no sale of the unit shall be lawful, unless approved in advance and in writing by the Administrative Agent, and that no sale shall be for a consideration greater than regulated maximum permitted resale price, as determined by the Administrative Agent.
6. That no refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt secured by the unit may be incurred except as approved in advance and in writing by the Administrative Agent, and that at no time will the Administrative Agent approve any debt, if incurring the debt would make the total of all such debt exceed ninety-five (95%) percent of the then applicable maximum permitted resale price.
7. That the owner of the unit shall at all times maintain the unit as his or her principal place of residence, which shall be defined as residing at the unit at least two hundred sixty (260) days out of each calendar year.
8. That, except as set forth in N.J.A.C. 5:80-26.18(c)4vii, at no time shall the owner of the unit lease or rent the unit to any person or persons, except on a short-term hardship basis, as approved in advance and in writing by the Administrative Agent.
9. That the maximum permitted rent chargeable to affordable tenants is as stated in the notice required to be posted in accordance with N.J.A.C. 5:80-26.18(d)3, a copy of which shall be enclosed, and that copies of all leases for affordable rental units must be submitted annually to the Administrative Agent.
10. No individual or owner shall permit any bank or other lending institution from issuing any loan secured by the real property subject to the affordability controls set forth in this section, if such loan would be in excess of amounts permitted by the restriction documents recorded in the deed or mortgage book in the County in which the property is located. (Ord. No. 2250-09 § XX)

25-18.20 Appeals.

Appeals from all decisions of an Administrative Agent appointed pursuant to this ordinance shall be filed in writing with the Court~~Executive Director of COAH~~. (Ord. No. 2250-09 § XXI)

25-18.21 Reporting Requirements. ~~Accessory Apartments.~~

a. *Trust Fund Activity.*

On the first anniversary of the entry of the order granting West Orange a final judgment of compliance and repose in In re Township of West Orange Compliance with Mount Laurel Third Round Affordable Housing Obligation, and every anniversary thereafter through the end of the repose period, the Township shall provide annual reporting of its affordable housing trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing or Division of Local Government Services, or other entity designated by the State of

New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing or Division of Local Government Services. The reporting shall include an accounting of all affordable housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

b. *Affordable Housing Activity.*

On the first anniversary of the entry of the order granting West Orange a final judgment of compliance and repose in In re Township of West Orange Compliance with Mount Laurel Third Round Affordable Housing Obligation, and every anniversary thereafter through the end of the repose period, the Township shall provide annual reporting of the status of all affordable housing activity within the Township through posting on the municipal website, with copies provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the court-appointed special master and Fair Share Housing Center.

c. *Very Low Income Housing.*

For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of the entry of the order granting West Orange a final judgment of compliance and repose in In re Township of West Orange Compliance with Mount Laurel Third Round Affordable Housing Obligation, and every third year thereafter, the Township will post on its municipal website, with copies provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low-income requirements referenced herein. Such posting shall invite any interested party to submit comments to the Township, with copies provided to Fair Share Housing Center, on the issue of whether the Township has complied with its very low-income housing obligation.

~~a. *Definition.*~~

~~*Accessory apartment* shall mean a self contained residential dwelling unit with a kitchen, sanitary facilities, sleeping quarters and a private entrance, which is created within an existing home, or through the conversion of an existing accessory structure on the same site, or by an addition~~

~~to an existing home or accessory building, or by the construction of a new accessory structure on the same site.~~

~~b. *Conditions for Accessory Apartments as Conditionally Permitted Uses.*~~

~~1. Conditions: Accessory apartments shall meet the following conditions:~~

~~(a) The application submitted to the Construction Office shall include the following:~~

~~(1) Name and address of owner.~~

~~(2) Name, address, date of birth, income verification of the proposed occupant of the accessory unit (if known).~~

~~(3) Floor plan of sketch~~

~~(4) Current property survey.~~

~~(b) Accessory apartments shall be allowed in all residential zones.~~

~~(c) The minimum lot size and dimensional requirements shall be in accordance with the zone in which the property is located for accessory apartments constructed in new dwellings.~~

~~(d) Accessory apartments may be created within existing single family residences or accessory buildings, provided there is no expansion of the existing structure's exterior outline.~~

~~(e) There shall be no more than one (1) accessory apartment per single family dwelling on each lot.~~

~~(f) The structures shall be in full compliance with all applicable health and construction codes.~~

~~(g) Construction of accessory apartments shall be in full compliance with all applicable environmental regulations including West Orange Township's Stormwater Management Ordinance.~~

~~(h) Each accessory apartment shall be no larger than eight hundred fifty (850) square feet. It may not occupy more than thirty-five (35%) percent of the total square footage of the house.~~

~~(i) Each accessory apartment shall have a minimum of two (2) rooms and provide living, sleeping, cooking and bathroom facilities. Direct access to the outside or a hall with direct access to the outside shall be provided. The access door shall not alter the character of the exterior facade of the house.~~

~~(j) The occupant shall meet the established income limitations of the low- or moderate-income guidelines for West Orange.~~

~~(k) The owner shall submit an affidavit of continuing use every two (2) years to the West Orange Township Clerk.~~

~~(l) Parking shall be consistent with the parking requirements of West Orange.~~

~~(m) West Orange acknowledges the need to provide its fair share of housing for low- and moderate-income households.~~

~~Any property owner applying for an accessory apartment under this section shall affirmatively demonstrate that the accessory apartment is to be rented to and occupied by households meeting COAH's affordable housing criteria.~~

~~(n) Accessory apartment rents shall be consistent with COAH rules.~~

~~(o) Ten (10) year affordability controls shall be imposed via a deed restriction or other instrument acceptable to the Township Attorney and COAH.~~

~~(p) In the event that the accessory apartment is located in a structure which is detached from the primary residence, the property owner shall explicitly affirm via deed restriction that the~~

~~property may not be further subdivided to separate the accessory apartment and any associated land as a new building lot unless such subdivision can be accomplished in full accordance with West Orange Township's density requirements, minimum setbacks, dimensional requirements, and all other applicable subdivision constraints.~~

~~(q) The property owner shall demonstrate that required deed restrictions are properly filed with the Essex County Clerk's Office prior to issuance of zoning or building permits.~~

~~(r) If, following completion of the ten (10) year affordability controls period, an accessory apartment constructed in accordance with this section of the West Orange Township Zoning Ordinance is no longer subject to COAH requirements or restrictions, the apartment shall be considered a permitted conditional use subject to the remaining conditions established within this ordinance section.~~

~~(s) Accessory apartments shall be affirmatively marketed with random selection of the occupants.~~

~~(Ord. No. 2251-09 § II)~~

25-18.22 Development Fees.

a. *Purpose.*

1. In Holmdel Builder's Association V. Holmdel Township, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the Act), N.J.S.A. 52:27d-301 et seq., and the State Constitution, subject to the Council on Affordable Housing's (COAH's) adoption of rules.

2. Pursuant to P.L. 2008, c.46 section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), COAH is authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of the ~~Council or~~ a court of competent jurisdiction and have an ~~COAH~~ approved spending plan may retain fees collected from nonresidential development.

3. In Re: Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015), also known as the Mount Laurel IV decision, the Supreme Court remanded COAH's duties to the Superior Court. As a result, affordable housing development fee collections and expenditures from the municipal affordable housing trust funds to implement municipal Third Round Fair Share Plans through July 1, 2025 are under the Court's jurisdiction and are subject to approval by the Court.

4. This subsection establishes standards for the collection, maintenance, and expenditure of development fees pursuant to COAH's regulations and in accordance P.L. 2008, c.46, Sections 8 and 32-38. Fees collected pursuant to this subsection shall be used for the sole purpose of providing low- and moderate-income housing. This subsection shall be interpreted within the framework of COAH's rules on development fees, codified at N.J.A.C. 5:97-8.

b. *Basic Requirements.*

1. This subsection shall not be effective until approved by ~~COAH~~ the Court pursuant to N.J.A.C. 5:96-5.1.

2. The Township of West Orange shall not spend development fees until ~~COAH~~ the Court has approved a plan for spending such fees in conformance with N.J.A.C. 5:97-8.10 and N.J.A.C. 5:96-5.3.

c. *Definitions.* The following terms, as used in this subsection, shall have the following meanings:

Affordable housing development shall mean a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a one hundred (100%) percent affordable development.

COAH or the *Council* shall mean the New Jersey Council on Affordable Housing established under the Act which had~~s~~ primary jurisdiction for the administration of housing obligations in accordance with sound regional planning consideration in the State.

Developer shall mean the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

Development fee shall mean money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:97-8.3.

Equalized assessed value shall mean the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with sections 1, 5, and 6 of P.L.1973, c.123 (C.54:1-35a through C.54:1-35c).

Green building strategies shall mean those strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

d. *Residential Development Fees.*

1. Imposed Fees.

(a) Within all residential district(s), residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of one and one-half (1 1/2%) percent of the equalized assessed value for residential development provided no increased density is permitted.

(b) When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a "d" variance) has been permitted, developers may be required to pay a development fee of six (6%) percent of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

Example: If an approval allows four (4) units to be constructed on a site that was zoned for two (2) units, the fees could equal one and one-half (1 1/2%) percent of the equalized assessed value on the first two (2) units; and the specified higher percentage up to six (6%) percent of the equalized assessed value for the two (2) additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

2. Eligible Exactions, Ineligible Exactions and Exemptions for Residential Development.

(a) Affordable housing developments and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.

(b) Developers of low- and moderate-income units shall be exempt from paying development fees.

(c) Developments that have received preliminary or final site plan approval prior to the adoption of a municipal development fee ordinance shall be exempt from development fees, unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.

(~~e~~d) All single-family residential additions, renovations and accessory structures shall be exempt; however, all new residential dwelling units shall be subject to a development fee.

(e) All multi-family additions, renovations and accessory structures not requiring site plan approval shall be exempt; however, all new residential dwelling units shall be subject to a development fee.~~Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced, or is expanded, if the expansion is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.~~

(f) Homes replaced as a result of a natural disaster (such as fire or flood) shall be exempted from the payment of a development fee.

e. *Nonresidential Development Fees.*

1. Imposed Fees.

(a) Within all zoning districts, nonresidential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to two and one-half (2.5%) percent of the equalized assessed value of the land and improvements, for all new nonresidential construction on an unimproved lot or lots.

(b) Nonresidential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to two and one-half (2.5%) percent of the increase in equalized assessed value resulting from any additions to existing structures to be used for nonresidential purposes.

(c) Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and one-half percent (2.5%) shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvement and the equalized assessed value of the newly improved structure, i.e. land and improvement, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.

2. Eligible Exactions, Ineligible Exactions and Exemptions for Nonresidential Development.

(a) The nonresidential portion of a mixed-use inclusionary or market rate development shall be subject to the two and one-half (2.5%) percent development fee, unless otherwise exempted below.

(b) The two and one-half (2.5%) percent fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.

(c) Nonresidential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to P.L.2008, c.46, as specified in the Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" Form. Any exemption claimed by a developer shall be substantiated by that developer.

(d) A developer of a nonresidential development exempted from the nonresidential development fee pursuant to P.L. 2008, c.46 shall be subject to it at such time the basis for the exemption no longer applies, and shall make the payment of the nonresidential development fee, in that event, within three (3) years after that event or after the issuance of the final Certificate of Occupancy of the nonresidential development, whichever is later.

(e) If a property which was exempted from the collection of a nonresidential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this subsection within forty-five (45) days of the termination of the property tax exemption. Unpaid nonresidential development fees under these circumstances may be enforceable by the Township of West Orange as a lien against the real property of the owner.

f. *Collection Procedures.*

1. Upon the granting of a preliminary, final or other applicable approval, for a development, the applicable approving authority shall direct its staff to notify the Construction Official responsible for the issuance of a building permit.

2. For nonresidential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/ Exemption" to be completed as per the instructions provided. The developer of a nonresidential development shall complete Form N-RDF as per instructions provided. The Construction Official shall verify the information submitted by the nonresidential developer as per the instructions provided in the Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

3. The Construction Official responsible for the issuance of a building permit shall notify the local Tax Assessor of the issuance of the first building permit for a development which is subject to a development fee.

4. Within ninety (90) days of receipt of that notice, the Municipal Tax Assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.

5. The Construction Official responsible for the issuance of a final Certificate of Occupancy notifies the local Assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.

6. Within ten (10) business days of a request for the scheduling of a final inspection, the Municipal Assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.

7. Should the Township of West Orange fail to determine or notify the developer of the amount of the development fee within ten (10) business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in subsection b. of section 37 of P.L. 2008, c.46 (C.40:55D-8.6).

8. Fifty (50%) percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the Certificate of Occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of Certificate of Occupancy.

9. Appeal of Development Fees.

(a) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest bearing escrow account by the Township of West Orange. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within ninety (90) days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

(b) A developer may challenge nonresidential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within forty-five (45) days of receipt of the challenge, collected fees shall be placed in an interest bearing escrow account by the Township of West Orange. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within ninety (90) days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

g. *Affordable Housing Trust Fund.*

1. There is hereby created a separate, interest-bearing housing trust fund to be maintained by the Chief Financial Officer for the purpose of depositing development fees collected from residential and nonresidential developers and proceeds from the sale of units with extinguished controls.

2. The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:

(a) Payments in lieu of on-site construction of affordable units;

(b) Developer contributed funds to make ten (10%) percent of the adaptable entrances in a townhouse or other multistory attached development accessible;

(c) Rental income from municipally operated units;

(d) Repayments from affordable housing program loans;

(e) Recapture funds;

(f) Proceeds from the sale of affordable units; and

(g) Any other funds collected in connection with the Township of West Orange's affordable housing program.

3. In the event of a failure by the Township of West Orange to comply with trust fund monitoring and reporting requirements or to submit accurate monitoring reports; or a failure to comply with the conditions of the judgment of compliance or a revocation of the judgment of compliance; or a failure to implement the approved Spending Plan and to expend funds within the applicable required time period as set forth in In re Tp. of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563); or the expenditure of funds on activities not approved by the Court; or for other good cause demonstrating the unapproved use(s) of funds, the Court may authorize the State of New Jersey, Department of Community Affairs, Division of Local Government Services (LGS), to direct the manner in which the funds in the Affordable Housing Trust Fund shall be expended, provided that all such funds shall, to the extent practicable, be utilized for affordable housing programs within the Township of West Orange, or, if not practicable, then within the County or the Housing Region.

Any party may bring a motion before the Superior Court presenting evidence of such condition(s), and the Court may, after considering the evidence and providing the municipality a reasonable opportunity to respond and/or to remedy the non-compliant condition(s), and upon a finding of continuing and deliberate non-compliance, determine to authorize LGS to direct the expenditure of funds in the Trust Fund. The Court may also impose such other remedies as may be reasonable and appropriate to the circumstances.~~Within seven (7) days from the opening of the trust fund account, the Township of West Orange shall provide COAH with written authorization, in the form of a three-party escrow agreement between the municipality, the bank and COAH to permit COAH to direct the disbursement of the funds as provided for in N.J.A.C. 5:97-8.13(b).~~

4. All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by ~~COAH~~the Court.

h. *Use of Funds.*

1. The expenditure of all funds shall conform to a spending plan approved by ~~COAH~~the Court. Funds deposited in the housing trust fund may be used for any activity approved by ~~COAH~~ the Court to address the Township of West Orange's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing nonresidential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or State standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the Housing Element and Fair Share Plan, or any other activity as permitted pursuant to N.J.A.C. 5:97-8.7 through 8.9 and specified in the approved spending plan.

2. Funds shall not be expended to reimburse the Township of West Orange for past housing activities.

3. At least thirty (30%) percent of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third (1/3) of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning thirty (30%) percent or less of median income by region.

(a) Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, and assistance with emergency repairs.

(b) Affordability assistance to households earning thirty (30%) percent or less of median income may include buying down the cost of low- or moderate-income units in the municipal Fair Share Plan to make them affordable to households earning thirty (30%) percent or less of median income.~~ The use of development fees in this manner shall entitle the Township of West Orange to bonus credits pursuant to N.J.A.C. 5:97-3.7.~~

(c) Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.

4. Township of West Orange may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:96-18.

5. No more than twenty (20%) percent of all revenues collected from development fees, may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than twenty (20%) percent of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with ~~COAH's~~ monitoring requirements.~~ Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the affordable housing trust fund.~~

i. *Monitoring*. The Township of West Orange shall complete ~~and return to COAH~~ all monitoring forms included in monitoring requirements related to the collection of development fees from residential and nonresidential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with the Township of West Orange's housing program, as well as to the expenditure of revenues and implementation of the plan ~~certified by COAH~~approved by the Court. All monitoring reports shall be completed on designated forms~~ designed by COAH~~.

j. *Ongoing Collection of Fees*. The ability for the Township of West Orange to impose, collect and expend development fees shall expire with its judgment of compliance and repose~~substantive certification~~ unless the Township of West Orange has filed an adopted Housing Element and Fair Share Plan with ~~COAH~~the Court or other appropriate jurisdiction, has filed a Declaratory Judgment action~~petitioned for substantive certification~~, and has received ~~COAH's~~ Court approval of its development fee ordinance. If the Township of West Orange fails to renew its ability to impose and collect development fees prior to the expiration of its judgment of compliance and repose~~ substantive certification~~, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to section 20 of P.L. 1985, c.222 (C.52:27D-320). The Township of West Orange shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its ~~substantive certification or~~ judgment of compliance and repose, nor shall the Township of West Orange retroactively impose a development fee on such a development. The Township of West Orange shall not expend development fees after the expiration of its ~~substantive certification or~~ judgment of compliance and repose.
(Ord. No. 2252-09 § II)

25-18.23 Inclusionary Housing Requirements for Multifamily Residential Developments

Any multifamily residential development consisting of five or more dwelling units shall produce low- and moderate-income housing on-site or elsewhere in the Township. The number of affordable units to be provided shall be 20 percent of the residential units in the development. The provisions of this section shall not apply to residential expansions, additions, renovations, replacement, or any other type of residential development that does not result in a net increase in the number of dwellings of five or more.

~~**25-19 - 25-23 RESERVED.**~~

ADD THE FOLLOWING NEW SECTIONS:

25-19 IH-1 (INCLUSIONARY HOUSING) DISTRICT – *SEE SEPARATE ORDINANCE*

25-20 IHO-1 (INCLUSIONARY HOUSING OVERLAY) DISTRICT

a. Purpose

The purpose of the IHO-1 District is to provide for inclusionary development that contributes to the region's fair share of affordable housing, in accordance with a court settlement agreement which outlines provisions for same.

b. Description of Zone Boundary

The zone boundary of the IHO-1 District shall encompass the entirety of the properties identified as Block 152.01, Lots 1445, 1445.01 and 1445.05. The municipal zone map is hereby amended to reflect same.

c. Use Regulations

1. Permitted Principal Uses. In addition to any principal or conditional use permitted in the underlying zone district, mixed-use development shall be permitted. Permitted uses on the first story of a mixed-use development shall include the following: retail store, personal service store or studio, office, business or vocational school, restaurant, and bar. Dwelling units in a mixed-use development shall only be permitted above the first story. Multiple principal buildings and/or uses shall be permitted on a single lot.

2. Permitted Accessory Uses. In addition to any accessory use permitted in the underlying zone district, any use that is customarily incidental to a mixed-use development shall be permitted. Examples include, but are not limited to, residential amenities and accessory uses such as leasing and management offices.

d. Bulk Regulations

1. The bulk regulations for any principal or conditional use permitted in the underlying zone district shall be the applicable bulk regulations for the underlying zone district.

2. The bulk regulations for mixed-use development shall be as follows:

(a) Minimum Lot Area: 60,000 square feet

(b) Minimum Lot Frontage: 200 feet

(c) Minimum Front Yard Setback: 50 feet

(d) Minimum Side Yard Setback: 75 feet

(e) Minimum Rear Yard Setback: 100 feet

(f) Maximum Building Coverage: 40%

(g) Maximum Impervious Coverage: 65%

(e) Maximum Building Height: 4 stories/48 feet

(f) Maximum Gross Residential Density: 16 dwelling units/acre

3. Building Height and Stories

The standards set forth below shall supersede any regulation to the contrary in the West Orange Land Use Regulations Ordinance:

(a) The building height shall be the vertical distance measured from the mean elevation of the finished grade adjacent to the building foundation to the roof line elevation of a flat roof, or the midpoint elevation of a pitched roof.

(b) Rooftop amenities and rooftop features shall not be considered a story or fractional portion thereof.

(c) Architectural roof design features such as attics, mansards, parapets, cupolas, and other similar architectural design features and/or appurtenances shall not be considered a story or fractional portion thereof.

e. Parking Regulations

1. Residential portion of a mixed-use development. Off-street parking for residential uses shall be provided in accordance with the requirements of Parking Schedule I in Subsection 25-12.2a.1.

2. Nonresidential uses. Off-street parking for nonresidential uses shall be provided in accordance with the requirements of Parking Schedule II in Subsection 25-12.2b.1.

f. Affordable Housing Requirements

1. Low- and moderate-income dwelling units shall be provided in accordance with this subsection. The minimum affordable housing set-aside shall be 20 percent of the dwelling units in the development. Of these, at least half must be reserved for, and affordable to, low-income households. A minimum of 13 percent of the affordable units shall be affordable to households earning 30 percent or less of the area median income for the Council on Affordable Housing region. Low- and moderate-income housing units shall be governed by the standards set forth in the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq., and shall comply with the applicable rules of the Council on Affordable Housing and any other relevant state regulations. All development including affordable dwelling units shall also be subject to Section 25-18 Affordable Housing; Low/Moderate Housing Provisions of the Township of West Orange Land Use Regulations Ordinance.

2. The minimum unit sizes for the affordable units shall be as follows, except if the square footage of the market rate units is smaller than the minimum square footage of the affordable units, then the affordable units shall be the same size as the market rate units:

(a) One-bedroom 650 square feet

(b) Two-bedroom 875 square feet

(c) Three-bedroom 1,150 square feet

25-21 IHO-2 (INCLUSIONARY HOUSING OVERLAY) DISTRICT

a. Purpose

The purpose of the IHO-2 District is to provide for inclusionary development that contributes to the region's fair share of affordable housing, in accordance with a court settlement agreement which outlines provisions for same.

b. Description of Zone Boundary

The zone boundary of the IHO-2 District shall encompass the entirety of the property identified as Block 151, Lot 33. The municipal zone map is hereby amended to reflect same.

c. Use Regulations

1. Permitted Principal Uses. In addition to any principal or conditional use permitted in the underlying zone district, multifamily residential development shall be permitted.

2. Permitted Accessory Uses. In addition to any accessory use permitted in the underlying zone district, any use that is customarily incidental to a multifamily residential development shall be permitted. Examples include, but are not limited to, residential amenities and accessory uses such as leasing and management offices.

d. Bulk Regulations

1. The bulk regulations for any principal or conditional use permitted in the underlying zone district shall be the applicable bulk regulations for the underlying zone district.

2. The bulk regulations for multifamily residential development shall be as follows:

(a) Minimum Lot Area: five acres

(b) Minimum Building Setback from Any Property Line: 50 feet, plus one additional foot for each foot of building height above 50 feet

(c) Maximum Building Coverage: 35%

(d) Maximum Impervious Coverage: 75%

(e) Maximum Building Height: 5 ½ stories/65 feet

(f) Maximum Gross Residential Density: 24 dwelling units/acre, but not to exceed 142 dwelling units

3. Building Height and Stories

The standards set forth below shall supersede any regulation to the contrary in the West Orange Land Use Regulations Ordinance:

(a) The building height shall be the vertical distance measured from the mean elevation of the finished grade adjacent to the building foundation to the roof line elevation of a flat roof, or the midpoint elevation of a pitched roof.

(b) Rooftop amenities and rooftop features shall not be considered a story or fractional portion thereof.

(c) Architectural roof design features such as attics, mansards, parapets, cupolas, and other similar architectural design features and/or appurtenances shall not be considered a story or fractional portion thereof.

e. Other Regulations

1. Tree removal on slopes of 15% or greater shall only be permitted to allow for pedestrian access.

2. A maximum of two development identification signs shall be permitted as follows:

At development entrance, with maximum area of 75 square feet (per side)

At parking lot, with maximum area of 55 square feet (one side only)

f. Parking Regulations. Off-street parking for residential uses shall be provided in accordance with the requirements of Parking Schedule I in Subsection 25-12.2a.1.

f. Affordable Housing Requirements

1. Low- and moderate-income dwelling units shall be provided in accordance with this subsection. The minimum affordable housing set-aside shall be 20 percent of the dwelling units in the development. Of these, at least half must be reserved for, and affordable to, low-income households. A minimum of 13 percent of the affordable units

shall be affordable to households earning 30 percent or less of the area median income for the Council on Affordable Housing region. Low- and moderate-income housing units shall be governed by the standards set forth in the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq., and shall comply with the applicable rules of the Council on Affordable Housing and any other relevant state regulations. All development including affordable dwelling units shall also be subject to Section 25-18 Affordable Housing; Low/Moderate Housing Provisions of the Township of West Orange Land Use Regulations Ordinance.

2. The minimum unit sizes for the affordable units shall be as follows, except if the square footage of the market rate units is smaller than the minimum square footage of the affordable units, then the affordable units shall be the same size as the market rate units:

   (a) One-bedroom 650 square feet

   (b) Two-bedroom 875 square feet

   (c) Three-bedroom 1,150 square feet

25-22 - 25-23 RESERVED.

654-20
October 6, 2020

RESOLUTION

WHEREAS, Briad Restaurant Group is the current holder of Plenary Retail Consumption License No. 0722-33-029-005, of the Township of West Orange; and

WHEREAS, application has been made for a person to person transfer of the above-mentioned license from Briad Restaurant Group, LLC, to TGI Friday's, Inc. d/b/a TGI Fridays, 495 Prospect Avenue, West Orange, NJ 07052;

and

WHEREAS, the principals of the applicant have been investigated by the Township Police Department with no impediments to an interest in an alcoholic beverage license having been found and the transfer having been recommended for approval; and

WHEREAS, due notice of the proposed transfer was published in the West Orange Chronicle on June 4, 2020 and June 11, 2020 and appropriate fees have been paid by the applicant; and

WHEREAS, a public hearing was conducted regarding the proposed person to person transfer on October 6, 2020, and no one appeared in opposition thereto;

NOW, THEREFORE BE IT RESOLVED by the Township Council sitting as the ABC Board for the Township of West Orange, hereby approves the person to person transfer of Plenary Retail Consumption License No. 0722-33-029-005, from Briad Restaurant Group, LLC, to TGI Friday's, Inc. d/b/a TGI Fridays, 495 Prospect Avenue, West Orange, NJ 07052.

KAREN J. CARNEVALE, RMC **ABC BOARD SECRETARY**	**MICHELLE CASALINO** **COUNCIL PRESIDENT/ABC BOARDMEMBER**

Adopted: October 6, 2020

Effective Date: October 6, 2020

655-20
October 6, 2020

RESOLUTION

WHEREAS, unless otherwise noted herein, the holders of alcoholic beverage licenses from the Township of West Orange set forth on Exhibit A attached hereto and made part hereof, have made applications to this Township of West Orange ABC Board to renew said licenses for the **2020-2021** license term; and

WHEREAS, said licenses have paid all license renewal fees and submitted the appropriate application to renew; and

WHEREAS, the license was granted 12.39 relief pursuant to N.J.S.A. 33:1-12.39; and

WHEREAS, a public hearing was held before the Township of West Orange ABC Board on **October 6, 2020** and no one appeared in opposition to any license renewal; and

NOW, THEREFORE, BE IT RESOLVED that the Township of West Orange ABC Board wishes to renew the following alcoholic beverage licenses set forth for the **2020-2021** license term:

0722-33-037-007 ARA Kitchen Group, LLC (Pocket)

0722-33-068-004 Wilshire Hospitality Services, LLC (Pocket)

_____
KAREN J. CARNEVALE, RMC
ABC Board Secretary

_____
MICHELLE CASALINO
Council President/ABC Board member

Adopted: October 6, 2020
Effective: October 6, 2020

656-20
October 6, 2020

TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY
ALCOHOLIC BEVERAGE AND CONTROL BOARD

RESOLUTION

WHEREAS, the Township Council of the Township of West Orange serves as the Township of West Orange Board of Alcoholic Beverage Control; and

WHEREAS, Rustica Restaurant & Lounge ("Licensee") is the holder of Plenary Retail Consumption License No. 0722-33-059-008, located at 274 Main Street, West Orange, New Jersey 07052; and

WHEREAS, by incident dated May 15, 2019, Licensee was charged with two Counts, the First Count charging failure to maintain true book or books of account available on the licensed premises and failure to produce same within seven (7) business days of request, contrary to N.J.A.C. 13:2-23.32 (first offense), and the Second Count charging failure to maintain a complete employee list, contrary to N.J.A.C. 13:2-23.13(a)(3) (first offense); and

WHEREAS, on October 21, 2019, the hearing date for the May 15, 2019 charges, the Licensee, its owner and operator, Yolanda J. Barreto, appearing *pro se*, having had more than sufficient opportunity to consult with a lawyer of her choosing, having been advised that the Licensee had a right to a hearing on the charges, determined to and did agree to waive any hearing and to enter a plea of guilty to both of the charged counts and voluntarily accepted and consented to the imposition of a ten (10) day suspension of the License under the following terms and conditions:

1. The ten (10) day suspension shall be held in abeyance subject to reinstatement in the event any new ABC charges of any kind are filed and sustained from the date of the Resolution adopting the Settlement Agreement to and including October 21, 2020; and
2. The ten (10) day suspension shall be held in abeyance subject to reinstatement in the event Licensee fails an ABC Inspection which shall be conducted within three (3) weeks of the date of the Resolution adopting the Settlement Agreement; and

WHEREAS, on October 24, 2019, the Licensee, failed the ABC Inspection conducted by detectives from the West Orange Police Department; and

WHEREAS, Licensee having failed to comply with the October 21, 2019 settlement agreement is subject to a reinstated ten (10) day suspension; and

WHEREAS, by incident dated October 24, 2019 Licensee was charged with one Count for failure to maintain true book or books of account available on the licensed premises and failure to produce same within seven (7) business days of request, contrary to N.J.A.C. 13:2-23.32 (second offense); and

WHEREAS, on October 6, 2020, the hearing date for the charges, the Licensee, its owner and operator, Yolanda J. Barreto, appearing *pro se*, having had more than sufficient opportunity to consult with a lawyer of her choosing, having been advised that the Licensee had a right to a hearing on the charges, determined to and did agree to waive any hearing and to enter a plea of guilty of the charged count and voluntarily accepted and consented to the imposition of a five (5) day suspension of the License and the ten (10) day reinstated suspension of the License;

WHEREAS, after hearing from the Licensee and from the Board's ABC Counsel, the West Orange ABC Board determined and agreed to accept the proposed plea and Settlement Agreement with its terms and conditions;

NOW, THEREFORE, BE IT RESOLVED BY THE ABC BOARD OF THE TOWNSHIP OF WEST ORANGE that by way of guilty plea by and Settlement Agreement with the Licensee, voluntarily entered and agreed upon by owner and operator Yolanda J. Barreto appearing *pro se* and having had full opportunity to consult with counsel of her choosing and waiving the right to a hearing on the charges, and the Board accepting the Licensee's plea and the terms of the Settlement Agreement, the following charges are sustained against Rustica Restaurant & Lounge ("Licensee"), the holder of Plenary Retail Consumption License No. 0722-33-059-008, located at 274 Main Street, West Orange, New Jersey 07052:

1. Count I – By incident dated May 15, 2019, Failure to maintain true book or books of account available on the licensed premises and failure to produce same within seven (7) business days of request, in violation and contrary to N.J.A.C. 13:2-23.32 (second offense); and

2. The Licensee is subject to the imposition of a ten (10) day suspension for violation of the Settlement Agreement entered into on October 21, 2019;

3. The Licensee waives all rights to a hearing or an appeal relative to the aforementioned charges.

BE IT FURTHER RESOLVED BY THE ABC BOARD OF THE TOWNSHIP OF WEST ORANGE that by virtue of the plea and Settlement Agreement entered into and accepted by the West Orange ABC Board, a five (5) day and ten (10) day suspension, totaling a fifteen (15) day suspension of the License is hereby imposed upon Plenary Retail Consumption License No. 0722-33-059-008, located at 274 Main Street, West Orange, New Jersey 07052, pursuant to the following terms and conditions:

1. The fifteen (15) day suspension shall begin at Midnight on Wednesday, October 7th, 2020 12:00 A.M. and continue through Thursday, October 22nd at 11:59 P.M.; and

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be provided to the Director of the Division of Alcoholic Beverage Control of the State of New Jersey for that Division's

records and shall be maintained in the Township's permanent Alcoholic Beverage Control records. A copy of this Resolution shall be served upon Licensee, Rustica Restaurant & Lounge.

The above Resolution was approved and adopted by the Township Council of the Township of West Orange sitting as the West Orange Board of Alcoholic Beverage Control at its meeting held on October 6, 2020.

Michelle Casalino, Council President and ABC Board Chairman	Karen J. Carnevale, Municipal Clerk/ Secretary to the ABC Board

Adopted: October 6, 2020

ANTONELLI KANTOR, P.C.
1000 Stuyvesant Avenue, Suite #1
Union, New Jersey 07083
Tel.: 908-623-3676
Fax: 908-866-0336
Daniel Antonelli - (Attorney ID# 10020-2014)
Kyle A. Fisher - (Attorney ID# 27513-2018)
Attorneys for Petitioner,
Township of West Orange

RUSTICA RESTAURANT & LOUNGE, HOLDER OF LICENSE NO.: 0722-33-059-008, HEARING ON CHARGES OF ABC VIOLATIONS,	TOWNSHIP OF WEST ORANGE ALCOHOL BEVERAGE CONTROL BOARD **SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT is made and entered into this 5th day of October 2020, by and between the Township of West Orange ("Petitioner"), having its offices at 66 Main Street, West Orange, New Jersey 07502 and represented by the law firm of Antonelli Kantor, P.C., Daniel Antonelli, Esq. appearing, and Rustica Restaurant & Lounge ("Licensee") holder of Plenary Retail Consumption License No.: 0722-33-059-008, located at 274 Main Street, West Orange, New Jersey 07502 and appearing *pro se*; and

WHEREAS, by incident dated May 15, 2019, Licensee was charged with the following violations: Count I – Failure to maintain true book or books of account available on the licensed premises and failed to produce within seven (7) business days of violation, contrary to N.J.A.C. 13:2-23.32 (first offense); Count II– Failure to maintain a complete employee list, contrary to N.J.A.C. 13:2-23.13(a)(3) (first offense); and

WHEREAS, on October 21, 2019, the hearing date for the charges, the Licensee, its owner and operator, Yolanda J. Barreto, appearing *pro se*, having had more than sufficient opportunity to consult with a lawyer of her choosing, having been advised that the Licensee had a right to a hearing on the charges, determined to and did agree to waive any hearing and to enter a plea of

guilty to both of the charged counts and voluntarily accepted and consented to the imposition of a ten (10) day suspension of the License under the following terms and conditions:

1. The ten (10) day suspension shall be held in abeyance subject to reinstatement in the event any new ABC charges of any kind are filed and sustained from the date of the Resolution adopting the Settlement Agreement to and including October 21, 2020; and
2. The ten (10) day suspension shall be held in abeyance subject to reinstatement in the event Licensee fails an ABC Inspection which shall be conducted within three (3) weeks of the date of the Resolution adopting the Settlement Agreement; and

WHEREAS, on October 24, 2019, the Licensee failed the ABC Inspection conducted by detectives from the West Orange Police Department; and

WHEREAS, as Licensee failed to comply with the settlement agreement, the ten (10) day suspension held in abeyance pursuant to the October 21, 2019 settlement agreement shall be reinstated; and

WHEREAS, by incident dated October 24, 2019, Licensee was charged with the following violation: Count I- Failure to maintain true book or books of account available on the licensed premises and failure to produce same within seven (7) business days of request, contrary to N.J.A.C. 13:2-23.32 (second offense) for the above incident that occurred on October 24, 2019; and

WHEREAS, Licensee enters a plea of guilty as to the October 24, 2019 incident and accepts and consents to the imposition of a five (5) day suspension; and

WHEREAS, Licensee is subject to the imposition of a ten (10) day suspension for violation of the Settlement Agreement entered into on October 21, 2019; and

WHEREAS, a suspension totaling fifteen (15) days shall be imposed upon Licensee;

WHEREAS, the fifteen (15) day suspension shall begin at Midnight on Wednesday, October 7th, 2020 12:00 A.M. and continue through Thursday, October 22nd at 11:59 P.M.; and

NOW, THEREFORE, BE IT RESOLVED in consideration of the mutual promises of the parties to this Agreement, the Licensee waives all rights to a hearing or an appeal relative to the aforementioned charges; and

IN WITNESS WHEREOF, the parties have signed this Agreement and it is effective as of the date first written on page 1 of this Agreement, and subject to the approval by the City's Alcohol Beverage Control Board.

TOWNSHIP OF WEST ORANGE

By: _____
Karen J. Carnevale, RMC

RUSTICA RESTAURANT & LOUNGE

By: _____ 10.05.2020
Yolanda J. Barreto