1. Conference Agenda

Documents:

CA 10.20.20.PDF

2. Resolution(S)

2.I. 199-20

Documents:

199-20 AUDIT RESOLUTION.PDF

2.II. 200-20

Documents:

200-20 APPROVING REVISED REVALUATION ORDER AND CONSENT JUDGMENT WITH ESSEX COUNTY BOARD OF TAXATION.PDF
200-20 EXHIBIT A.PDF

2.III. 201-20

Documents:

201-20 (2020) WEST ORANGE - TRANSPORTATION ALTERNATIVES RESOLUTION.PDF

2.IV. 202-20

Documents:

202-20 RESOLUTION TO PURCHASE CAMERA EQUIPMENT 2020 (002).PDF
202-20 EXHIBIT A WOPD CAMERA 2020.PDF

2.V. 205-20

Documents:

205-20 AUTHORIZING BUSINESS ADMINISTRATOR TO EXECUTE HOLD HARMLESS AGREEMENT RE WOFD TRAINING AT 555 NORTHFIELD AVENUE.PDF

2.VI. 206-20

Documents:

206-20 AUTHORIZING RETENTION OF PORZIO BROMBERG NEWMAN P.C. AS CO-COUNSEL REGARDING MALANGA APPEAL.PDF

2.VII. 207-20

Documents:

207-20 AUTHORIZING USE AGREEMENT WITH LEVEL 3 FOR TELECOMMUNICATION FACILITIES THROUGH PUBLIC RIGHT OF WAY.PDF

2.VIII. 208-20

Documents:

208-20 ST. MARKS WALKWAY.PDF

2.IX. 209-20

Documents:

209-20 AWARDING THE CONTRACT FOR THE PRIVATE COLLECTION OF MUNICIPAL COURT DEBT - 2020.PDF

2.X. 210-20

Documents:

210-20 AUTHORIZING EXECUTION OF GRANT AGREEMENT FOR RECEIPT OF MUNICIPAL ALLIANCE APPLICATION GRANT - 2020.PDF
210-20 CONTRACT - FY 2021 MUNICIPAL ALLIANCE GRANT.PDF

3. Ordinance(S) On Second And Final Reading

3.I. 2614-20

Documents:

2614-20 ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER XXV LAND USE REGULATIONS-FINAL.PDF
2614-20 MAP SHOWING ZONING AMENDMENTS.PDF

3.II. 2616-20

Documents:

2616-20 REQUIRING REMOVAL OF TREES TO BE ONLY PERFORMED BY LICENSED TREE CARE PROFESSIONALS-REDLINED 2 9.1.20.PDF

3.III. 2619-20

Documents:

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

4. Ordinance(S) On First Reading

4.I. 2620-20

Documents:

2620-20 HANDICAPPED PARKING SPACE - 256 SO.VALLEY.PDF

Township of West Orange

CONFERENCE MEETING AGENDA

Council Chambers – 66 Main Street

Tuesday, October 20, 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

==========

6:30 P.M

Proclamation: Extra Mile Day – November 1, 2020

Proclamation: Keeping the Lights on After School – Captain Richard McDonald – W.O. Police Department

Discussion: Change in Polling Sites by Ward/District

- **Update – Redevelopment**
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

Agenda is subject to change.

199-20
October 20, 2020

RESOLUTION

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit for the year 2018 has been filed by a registered municipal accountant with the Municipal Clerk as per the requirements of N.J.S. 40A; 5-5, and a copy has been received by each member of the governing body; and

WHEREAS, the Local Finance Board of the State of New Jersey is authorized to prescribe reports pertaining to the local fiscal affairs, as per R.S. 52:27BB-34; and

WHEREAS, the Local Finance Board has promulgated a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled:

General Comments

Recommendations

And

WHEREAS, the members of the governing body have personally reviewed as a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled:

General Comments

Recommendations

as evidenced by the group affidavit form of the governing body; and

WHEREAS, such resolutions of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, as per the regulations of the Local Finance Board; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the promulgations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52 - to wit:

R.S. 52:27BB-52 - "A local officer or member of the local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars ($1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his/her office.

NOW, THEREFORE BE IT RESOLVED, that the governing body of the Township of West Orange, hereby states that it has complied with the promulgations of Local Finance Board of the State of New Jersey dated July 30, 1968 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

I hereby certify that this is a true copy of the resolution passed at the meeting held on October 20, 2020.

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

Adopted: October 20, 2020

199-20
October 20, 2020

GROUP AFFIDAVIT FORM
CERTIFICATION OF GOVERNING BODY

STATE OF NEW JERSEY)
) SS
COUNTY OF ESSEX)

We, members of the governing body of the Township of West Orange, County of Essex, of full age, being duly sworn according to law, upon our oath depose and say:

1. We are duly elected members of the Township Council of the Township of West Orange.

2. In the performance of our duties, and pursuant to the Local Finance Board Regulation, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Municipal Clerk pursuant to the N.J.S.A. 40A:5-6 for the year 2019.

3. We certify that we have personally reviewed and are familiar with, at a minimum the sections of the Annual Report of Audit entitled:

GENERAL COMMENTS
RECOMMENDATIONS

_____
Council President Michelle Casalino (L.S.)

_____
Councilman Jerry Guarino (L.S.)

_____
Councilman Joe Krakoviak (L.S.)

_____
Councilwoman Cindy Matute-Brown (L.S.)

_____
Councilwoman Susan McCartney (L.S.)

Sworn to and subscribed before me this 20th day of October 20, 2020.

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

The Municipal Clerk shall set forth the reason for the absence of signature of any member of the Governing Body

200-20
October 20, 2020

RESOLUTION

WHEREAS, on August 11, 2020, the Township Council adopted Resolution No. 153-20 approving a Consent Judgment regarding the Essex County Board of Taxation notice of the requirement to complete a revaluation of all Township properties to be implemented and effective for 2025 tax year; and

WHEREAS, the proposed Consent Judgment was approved by the Essex County Board of Taxation; and

WHEREAS, when the proposed Consent Judgment was submitted to the Honorable Joshua D. Novin, Judge of the Tax Court, he requested the inclusion of certain language on page 3 in Paragraph (B) which states:

> Except upon a showing of extraordinary circumstances beyond the control of the parties, the Court shall not grant any extension or modification being sought that would delay the agreed year of completion …

and

WHEREAS, the Law Department requests approval for the modification set forth above.

NOW, BE IT HEREBY RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the proposed additional language to the Consent Judgment regarding the 2025 revaluation be and is hereby approved.

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

Adopted: October 20, 2020

200-20

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY
R.J. Hughes Justice Complex
25 Market Street
P.O. Box 106
Trenton, New Jersey 08625

By: Michelline Capistrano Foster
Deputy Attorney General
NJ Attorney ID #004562005
Attorney for State Defendants,
Essex County Board of Taxation and
Acting Director, N.J. Div. of Taxation
(609) 376-2875
michelline.foster@law.njoag.gov

McMANIMON, SCOTLAND & BAUMANN, LLC
75 Livingston Avenue
Suite 201
Roseland, New Jersey 07068

By: Richard D. Trenk, Esquire
NJ Attorney ID # 016951982
rtrenk@msbnj.com
Shoshana Schiff, Esquire
NJ Attorney ID # 044981998
sSchiff@msbnj.com
Attorneys for Plaintiff,
Township of West Orange
(973)622-1800

TOWNSHIP OF WEST ORANGE, Plaintiff, v. ESSEX COUNTY BOARD OF TAXATION, JOHN J. FICARA, ACTING DIRECTOR, DIVISION OF TAXATION, DEPARTMENT OF TREASURY, STATE OF NEW JERSEY Defendants.	TAX COURT OF NEW JERSEY DOCKET NUMBER 008751-2019 Civil Action CONSENT JUDGMENT

This matter, having been presented to the Court by GURBIR S. GREWAL, Attorney General of New Jersey (Michelline Capistrano Foster, Deputy Attorney General, appearing), on behalf of Defendants, Essex County Board of Taxation ("County Board") and the Acting Director, New Jersey Division of Taxation ("Taxation") (collectively "State Defendants"); and by McMANIMON, SCOTLAND & BAUMANN, LLC (Richard D. Trenk, Esquire, and/or Shoshana Schiff, Esquire, appearing),on behalf of Plaintiff, Township of West Orange, and the parties having advised that they have amicably resolved the dispute in this matter and have agreed to a revised schedule for completion of the subject revaluation ordered by the State Defendants, attached hereto as Exhibit A; and for good cause appearing for entry of this Consent Judgment;

IT IS on this day of , 2020

HEREBY ORDERED that,

A. Plaintiff shall comply with the Revaluation Order issued by the County Board, and approved by Taxation, in all respects except that the date for completion of the revaluation is hereby amended to November 1, 2024, with the revaluation to

be implemented and effective for the 2025 tax year. The County Board's Revaluation Order, is hereby incorporated into and made a part of the within Consent Judgment and Exhibit A by reference. To the extent that there is any conflict between the County Board's Revaluation Order and this Consent Judgment, including Exhibit A, this Consent Judgment and Exhibit A are controlling.

B. Plaintiff shall complete every task in the revaluation process in compliance with the schedule of completion dates attached hereto as Exhibit A (which schedule is incorporated into and made a part of the within Consent Judgment) and as otherwise required by law. Unless Plaintiff has the written consent of the State Defendants, or leave of this Court, there shall be no deviation by Plaintiff from any of the dates for completion of any of the steps in the revaluation process. Provided, however, that no extension or modification of the schedule set forth in Exhibit A that would affect the ultimate completion date of the revaluation shall be granted except upon formal application by Plaintiff to this Court. Except upon a showing of extraordinary circumstances beyond the control of the parties, the Court shall not grant any extension or modification being sought that would delay the agreed year of completion

and implementation of the revaluation as of November 1, 2024, for the 2025 tax year.

C. The governing body of Plaintiff shall take all necessary action to enter into a contract for the revaluation of real property located in the municipality in accordance with the Local Public Contracts Law, N.J.S.A. 40:11-1 et seq., and the Local Budget Law, N.J.S.A. 40A:4-1 et seq., including, but not limited to, the preparation of specifications for the revaluation contract, the preparation of the revaluation contract and the appropriation of the monies to fund the revaluation contract.

D. The governing body of Plaintiff shall take all necessary action to complete the preparation of all pages of revised and up-to-date tax maps for submission to, and approval by, Taxation in accordance with N.J.A.C. 18:23A-1.1, et seq., and other applicable regulations.

E. Commencing two weeks from the entry of this Consent Judgment, and until such time as a contract for revaluation has been approved by Taxation, the Assessor for Plaintiff municipality shall, in accordance with the requirements of N.J.A.C. 18:12A-1.14(b)(2), submit to the County Board monthly progress reports on Form RCR, as prescribed by Taxation.

F. Upon the approval by Taxation of a contract for revaluation and until such time as a newly-revalued tax list is submitted to the County Board pursuant to this Judgment, the Assessor shall, in accordance with the requirements of N.J.A.C. 18:12A-1.14(d) and -1.14(e), submit to the County Board monthly progress reports on Form POW/RSR, as prescribed by Taxation.

G. If at any time it appears that the progress of the revaluation is falling behind schedule, or that the contemplated schedule does not ensure timely completion of the revaluation by November 1, 2024, to be effective for tax year 2025, in accordance with this Consent Judgment, the Court shall, on its own motion or upon application by any party, make whatever additional Order it deems necessary to ensure timely completion of the revaluation including, but not limited to, directing the commitment by the Plaintiff, the tax map firm and/or the revaluation firm of additional resources and personnel.

H. The Court shall retain jurisdiction of this matter to ensure full compliance with its mandate and permit any party to make application for further relief.

_____

JOSHUA D. NOVIN J.T.C.

The undersigned consent to the form and entry of the within Judgment.

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY
Attorney for State Defendants,
Essex County Board of Taxation and
Acting Dir., N.J. Div. of Taxation

By: _____
Michelline Capistrano Foster
Deputy Attorney General
NJ Attorney ID No. 004562005

Dated: 9/1/2020

McMANIMON, SCOTLAND & BAUMANN, LLC
Attorney for Plaintiff
Township of West Orange

By: _____
Shoshana Schiff, Esquire
NJ Attorney ID # 044981998

Dated: 09/01/2020

Exhibit A - SCHEDULE OF COMPLETION DATES

Tax Map and Revaluation Schedule for Revaluation to be Implemented by November 1, 2024 and Effective for the 2025 Tax Year.

1) West Orange to begin updating its Tax Map on or before September 1, 2020.

2) West Orange to draft bonding ordinance for revaluation on or before September 1, 2021.

3) West Orange to approve bonding ordinance for revaluation on or before November 1, 2021.

4) West Orange to submit approved revaluation contract and recommendation to West Orange Municipal Counsel for approval on or before January 1, 2022.

5) West Orange to submit revised Tax Map to Taxation for review on or before August 1, 2022.

6) West Orange to re-submit revised Tax Map to Taxation for review on or before November 1, 2022.

7) If applicable, Taxation to approve or provide additional comments to West Orange regarding the Tax Map no later than November 15, 2022.

8) This review and revision process will continue in 15-day intervals between West Orange and Taxation until West Orange's Tax Map is fully approved by Taxation.

9) West Orange to submit an executed Revaluation contract to Taxation for Taxation's approval on or before March 1, 2023.

10) Taxation to approve the executed Revaluation Contract within thirty days of Taxation's receipt of the final addendum to the Revaluation Contract.

11) The revaluation firm to begin work immediately upon approval of the Revaluation Contract by Taxation.

12) Property Record Cards to be completed by the revaluation firm under the supervision and oversight of West Orange's Tax Assessor, and field inspections to begin upon Taxation's approval of the Revaluation contract.

13) Revaluation firm field inspections are to be completed by or before November 1, 2024. West Orange's Tax Assessor is responsible for overseeing and supervising this process.

14) Revaluation Assessment Notices to be prepared and mailed by Revaluation firm to taxpayers pursuant to N.J.A.C. 18:12-4.8(a)(10)(i), but not prior to November 10, 2024. West Orange's Tax Assessor is responsible for overseeing and supervising this process.

15) Revaluation firm to conduct informal revaluation assessment reviews with taxpayers pursuant to N.J.A.C. 18:12-4.8(a)(10)(i) and -4.9. All taxpayer reviews are to be completed no later than December 15, 2024. West Orange's Tax Assessor is responsible for overseeing and supervising this process.

16) Final revaluation tax list to be submitted by West Orange to Essex County Board of Taxation pursuant to N.J.S.A. 54:4-35 on or about January 10, 2025.

17) May 1, 2025, tax appeal challenge deadline is anticipated.

201-20
October 2020

RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE NEW JERSEY DEPARTMENT OF TRANSPORTATION'S: TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM 2020 FOR THE WASHINGTON STREET CORRIDOR IMPROVEMENT PROJECT.

WHEREAS, the Township of West Orange, Essex County, State of New Jersey, desires to apply to the New Jersey Department of Transportation for funding under the Transportation Alternatives Set-Aside Program; and

WHEREAS, the Transportation Alternatives Set-Aside Program provides federal funds for community based "non-traditional" surface transportation projects designed to strengthen the cultural, aesthetic, and environmental aspects of the nation's intermodal system; and

WHEREAS, the Township of West Orange has designed the Washington Street Corridor Improvement Project to meet all criteria necessary to receive funding under the Transportation Alternatives Set-Aside Program, and to maximize accessibility of multiple modes of surface transportation within this project area in West Orange; and

WHEREAS, the Washington Street Corridor Improvement Project will encourage alternative modes of transportation, enhance travel, improve open space and smart growth, and positively impact the quality of life for the Township's residents; and

WHEREAS, the Township of West Orange is applying for funding for a project directly related to surface transportation to improve the promotion and encouragement of pedestrian and bicycle access and safety for alternative modes of transportation for West Orange residents; and

WHEREAS, this primary activity involves land that is owned by the County of Essex, and the Township of West Orange hereby commits to maintain the Project Area once developed; and

WHEREAS, following the completion of the proposed project, the Township of West Orange certifies that it will be responsible for the continual maintenance for the useful life of the project after the construction is completed through its Department of Public Works; and

WHEREAS, the Township of West Orange will assign Leonard Lepore P.E., Municipal Engineer/Director of Public Works, to serve as the Township employee designated as the "*responsible charge*" for this project. Mr. Lepore is employed full-time by the Township of West Orange; and

NOW THEREFORE BE IT RESOLVED that the Mayor and Council of the Township of West Orange, hereby authorize the submission of a Transportation Alternatives Set-Aside Program grant application identified as "*TA-2020-Washington Street Corridor Improveme-00051*" to the New Jersey Department of Transportation: Transportation Alternatives Set-Aside Program for the Washington Street Corridor Improvement Project.

BE IT FURTHER RESOLVED that the Mayor, Administrator, and Clerk are hereby authorized to sign the grant agreement on behalf of the Township of West Orange and that their signatures constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement.

Certified as a true copy of the Resolution adopted by the Township Council
On this 20th day of October, 2020.

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

202-20
October 20, 2020

RESOLUTION AUTHORIZING THE PURCHASE OF POLICE CAMERA EQUIPMENT THROUGH NEW JERSEY STATE CONTRACT #17-FLEET 00793 (T0106)

WHEREAS, the Township of West Orange Police Department is responsible to maintain and replace its Police body and vehicle camera equipment when necessary; and

WHEREAS, maintenance and replacement of this equipment on a timely basis is essential to both public and officer safety; and

WHEREAS, the Township of West Orange as a Local Government Unit, may without advertising for bids, purchase any goods or services under any contract for such goods or services entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury pursuant to the provision of the Local Public Contracts Law, N.J.S.A. 40A: 11-12; and

WHEREAS, the State Division of Purchase and Property has awarded a contract to: Watch Guard, 415 E. Exchange Parkway, Allen, TX 75002 as an authorized distributor of Police Body and Vehicle camera equipment under the New Jersey State Contract #17-FLEET-00793 (T0106); and

WHEREAS, the Watch Guard Company has quoted the State Contract pricing for this equipment to be $293,252.75 (see Exhibit "A").

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of West Orange hereby authorizes the Purchasing Agent, on behalf of the Township to issue and execute a purchase order to Watch Guard with funds certified available by the Chief Finance Officer.

_____
Karen J. Carnevale
Municipal Clerk

_____
Michelle Casalino
Council President

Adopted: October 20, 2020

I hereby certify funds are available from account: _____

_____
John O. Gross, Chief Financial Officer

EXHIBIT

"A"

4RE/VISTA Price Quote

CUSTOMER: West Orange Police Department

,
,,
,,,

ATTENTION: Nick Allegrino

PHONE: 973-325-4000

E-MAIL:

ISSUED: 10/2/2020 5:49 PM

EXPIRATION: 1/1/2021 6:00 PM

TOTAL PROJECT ESTIMATED AT: $293,252.75

SALES CONTACT: Wayne Koveleskie

DIRECT: 609-410-9091

E-MAIL: wayne.koveleskie@motorolasolutions.com

V300 Proposal

VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-300-BWC-001	V300, Body Worn Camera, 1080P, WiFi/Bluetooth with Removable Battery	54.00	$995.00	$65.00	$50,220.00
VIS-300-VTS-KIT	Transfer Station II Kit, Incl. Power & AC Cables, Label and Docs	8.00	$1,495.00	$100.00	$11,160.00
4RE-STD-GPS-RV2	V300 and 4RE System Bundle. Includes 4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, ZSL camera, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket. It will also include the V300 Continuous Use Wearable Camera with 12 hours continuous HD recording, one camera mount, 128 GB of storage, Wi-Fi docking base, Power over Ethernet Smart Switch	19.00	$5,550.00	$0.00	$100,177.50
WAR-300-CAM-NOF	Warranty, V300 3 Year, No-Fault	73.00	$450.00	$31.00	$30,587.00

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL50SRV-001	Evidence Library 5, Web Server Site License Key	1.00	$1,000.00	$100.00	$900.00
SFW-4RE-DEV-FEE	Evidence Library 5, 4RE Annual Device License & Support Fee	57.00	$195.00	$15.00	$10,260.00
SFW-BWC-DEV-FEE	Evidence Library 5, VISTA/V300 Annual Device License & Support Fee	219.00	$195.00	$15.00	$39,420.00

4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	19.00	$0.00	$0.00	$0.00
WAR-4RE-CAR-2ND	Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	19.00	$100.00	$100.00	$0.00
WAR-4RE-CAR-3RD	Warranty, 4RE, In-Car, 3rd Year (Months 25-36)	19.00	$200.00	$17.00	$3,477.00

Shipping and Handling

WATCHGUARD 4RE/VISTA Price Quote

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	$1,730.00	$1,730.00	$0.00
					$246,201.50

4RE and VISTA Proposal

4RE In-Car System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
CAM-4RE-PAN-NHD	Additional Front Camera, 4RE, HD Panoramic	19.00	$200.00	$0.00	$3,610.00

Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request)	19.00	$200.00	$0.00	$3,610.00
WAP-MIK-CON-802	WiFi Access Point, Configured, MikroTik, 802.11n, 5GHz, SXT, AP	2.00	$250.00	$0.00	$500.00

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
SVC-4RE-INS-100	4RE System Installation, In-Car (Per Unit Charge)	19.00	$500.00	$0.00	$9,500.00
SVC-4RE-ONS-400	4RE System Setup, Configuration, Testing and Training (WG-TS)	1.00	$2,500.00	$161.00	$2,339.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	$0.00	$0.00	$0.00
					$19,559.00

Server Hardware and Options

Server Hardware and Software

Part Number	Detail	Qty	Direct	Discount	Total Price
HDW-EL5-SRV-217	Server, EL5, 16 HDD, RAID 6, 3U, 26-75 Concurrent Devices, 5CAL, Gen 4.	1.00	$11,095.00	$220.00	$10,320.25
HDW-SRV-HDD-12T	Hard Drive, Server, EL5, 12TB, 6GB/s 7,200 RPM, 256MB, Enterprise, 4KN.	6.00	$810.00	$0.00	$4,617.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	$225.00	$225.00	$0.00
					$14,937.25

4RE and VISTA Proposal

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
	V300 transfer station	9.00	$1,395.00	$0.00	$12,555.00

Shipping and Handling

415 E. Exchange Parkway • Allen, TX • 75002
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com

WATCH GUARD 4RE/VISTA Price Quote

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	$0.00	$0.00	$0.00
					$12,555.00

Total Estimated Tax, may vary from State to State $0.00

Configuration Discounts	$21,822.25
Additional Quote Discount	$-6,450.25
Total Amount	$293,252.75

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____

415 E. Exchange Parkway • Allen, TX • 75002
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com

205-20
October 20, 2020

RESOLUTION

WHEREAS, 555 Northfield LLC is the owner ("Owner") of 555 Northfield Avenue which is the subject of certain approvals whereby the current structures will be removed; and

WHEREAS, the Township Fire Department has been in contact with the Owner regarding the availability of using the structures for training exercises; and

WHEREAS, the Owner has requested a Hold Harmless Agreement which regard to the Fire Department's training exercises; and

WHEREAS, the Township insurance broker has been advised of this request; and

WHEREAS, the Township Law Department recommends approval of the Hold Harmless Agreement.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Business Administrator be and is hereby authorized to enter into the Hold Harmless Agreement annexed hereto as **Exhibit "A".**

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

Adopted: October 20, 2020

206-20
October 20, 2020

RESOLUTION

WHEREAS, on January 8, 2019, the Township Council adopted Resolution No. 12-19 approving the Planning Board recommendation that the current library site located at 46 Mt. Pleasant Avenue (the "Library Site") be deemed an area in need of redevelopment pursuant to the Local Housing and Redevelopment Law ("LHRL"); and

WHEREAS, the Township Council has designated Joseph Alpert as the redeveloper for the Library Site; and

WHEREAS, Mr. Alpert has obtained nine (9%) percent tax credits which are critical to complete the project consisting of approximately sixty-four (64) affordable Senior apartments (the "Project"); and

WHEREAS, the use of the 9% tax credits is time sensitive under the approval of the State of New Jersey; and

WHEREAS, Kevin Malanga filed an action before the Superior Court of New Jersey, Law Division, Essex County, challenging the designation of the Library Site as an area in need of redevelopment; and

WHEREAS, on July 31, 2020, the Honorable Bridget A. Stecher, Judge of the Superior Court, issued a ten-page Decision upholding the designation of the Library as an area in need of redevelopment; and

WHEREAS, on September 18, 2020, Mr. Malanga filed an appeal which is pending before the Appellate Division of the Superior Court of New Jersey; and

WHEREAS, the Township seeks to expedite the appeal for a determination of the claims asserted; and

WHEREAS, the Law Department recommends the retention of Porzio, Bromberg & Newman, P.C. ("Porzio Firm") as co-counsel to the Township Attorney to seek an expedited review of the appeal and determination of the merits; and

WHEREAS, the Porzio Firm has agreed to handle this matter at a rate of $195 per hour for attorneys and $145 per hour for paralegals with a cap of $15,000.

NOW, BE IT HEREBY RESOLVED by the Township Council of the Township of West Orange, that the Township Law Department be and is hereby authorized to retain Vito A. Gagliardi, Esq. of Porzio, Bromberg & Newman, P.C. to assist with regard to the pending appeal; and

BE IT FURTHER RESOLVED that this award was not the subject of a fair and open process based upon the Porzio Firm's specialized expertise and background and the time sensitive nature of this engagement; and

BE IT FURTHER RESOLVED that notice of this award shall be made in accordance with applicable law.

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

Adopted: October 20, 2020

207-20
October 20, 2020

RESOLUTION

WHEREAS, Level 3 Communications LLC located at 1025 Eldorado Blvd, Broomfield, CO 80021 ("Level 3") seeks to install telecommunications equipment in public right of ways within the Township of West Orange (the "Township"); and

WHEREAS, Level 3 was approved by the New Jersey Board of Public Utilities ("BPU") to provide local exchange and interexchange telecommunication services throughout New Jersey; and

WHEREAS, Level 3 requires consent from the Township to access the public right of way to install and maintain its equipment within the public right of ways; and

WHEREAS, Level 3 has agreed to the terms of a Use Agreement, annexed hereto as Exhibit **"A"** (the "Agreement") whereby the Township will grant consent for a period of five (5) years which will be renewable for additional periods of five (5) years; and

WHEREAS, the Agreement requires that Level 3 shall obtain all required permits from the Construction Department and to pay a fee of $1,000 for the administrative fees related to the preparation of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, that the Mayor and Township Clerk be and are hereby authorized to enter into and execute and attest to, respectively, the annexed Use Agreement for the installation of telecommunication facilities in the Township pubic right of way.

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

Adopted: October 20, 2020

208-20
October 20, 2020

R E S O L U T I O N

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 St. Mark's Walkway Improvement Project; and

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

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

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

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the contract for the project St. Mark's Walkway Improvement Project be awarded to:

AA BERMS, LLC
P.O. BOX 180
106 MILL STREET
BELLEVILLE, NEW JERSEY 07109

in the amount of $84,157.00.

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

BE IT FURTHER RESOLVED that the award is contingent upon the Federal clearance of the contractor by the Essex County Division of Housing and Community Development.

_____ _____

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

Michele Casalino, Council President

Adopted: October 20, 2020

I hereby certify funds ae available from ACCOUNT NO. 2019 CDBG $64,600.00
Capital Budget
$19,557.00

_____

John O. Gross, CFO

SUMMARY OF BIDS

1.	AA BERMS, LLC P.O. BOX 180 BELLEVILLE, NJ 07109	$84,157.00
2.	REGGIO CONSTRUCTION, INC. 416 E. CENTRAL BLVD. PALISADES PARK, NEW JERSEY 07650	$85,552.00
3.	CIFELLI & SON, INC. 81 FRANKLIN AVE. NUTLEY, NJ 07110	$111,037.00

209-20
October 20, 2020

RESOLUTION

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

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

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

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

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

WHEREAS, the most recent Contract for private collection of Municipal Court Debt has expired; and

WHEREAS, on August 11, 2020, the Township advertised an RFP in the Star Ledger for a base term of two years (2) years with an option to extend the contract for an additional one (1) year extensions; and

WHEREAS To respond to questions submitted by prospective respondents, on August 26, 2020, the Township issued Addendum #1 to the RFP and extended the submission date to September 9, 2020; and

WHEREAS, on September 9, 2020, in response to the Township's RFP, the Township received two (2) proposals:

RTR Financial Services, Inc.
2 Teleport Drive
Staten Island, NY 10311
Arcade, NY 14009

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

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

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

WHEREAS, the Committee reviewed and scored the two (2) proposals; and

WHEREAS, the Committee issued an Evaluation Report (the "Report"), attached herein as Exhibit **"A,"** recommending that the Township award of the Contract for Private Collection of Municipal Court Debt to RTR Financial Services, Inc. ("RTR") as the highest scored proposal; and

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

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

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

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

Adopted: October 20, 2020

210-20
October 20, 2020

RESOLUTION

WHEREAS, in 1989, the Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey; and

WHEREAS, the Township Council of the Township of West Orange, County of Essex, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore, has an established Municipal Alliance Committee; and,

WHEREAS, on August 11, 2020, the Township of West Orange (the "Township") adopted resolution 158-20 which authorized the Township to submit a strategic plan from the Municipal Alliance Committee for funding from the Governor's Council on Alcoholism and Drug Abuse through the County of Essex (the "County") in the amount of $17,685.60; and

WHEREAS, the County has approved the submitted strategic plan and provided a proposed Contract governing the use of the grant funding (the "Contract"), annexed hereto as Exhibit **"A;"** and

WHEREAS, the Contract provides the manner in which the Township's Municipal Alliance Committee can utilize the grant funding and also provides that the Township must match the grant funding; and

WHEREAS, the County has also provided a set of instructions for finalizing the award of the grant funding, annexed hereto as Exhibit **"B;"** and

WHEREAS, the Township seeks to proceed with receipt of the award of the grant funding.

NOW, THEREFORE BE IT HEREBY RESOLVED by the Township Council of the Township of West Orange, County of Essex, State of New Jersey, that the Township be and is hereby authorized to receive the grant funding consistent with the Township's strategic plan submitted to the Governor's Council on Alcoholism and Drug Abuse through the County; and be it further

RESOLVED that the Township is authorized to enter into the Contract with the County, annexed hereto as Exhibit **"A;"** and be it further

RESOLVED that the Mayor be and is authorized to execute the Contract and other documents, annexed hereto as Exhibit **"A"** consistent with the instructions provided by the County and annexed hereto as Exhibit **"B;"** and be it further

RESOLVED, that 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 20, 2020

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

John O. Gross, CFO

210-20

CONTRACT

AGREEMENT entered into by and between the County of Essex, a body politic and corporate of the State of New Jersey through the Office of Alcoholism, Drug Abuse and Addiction Services, (hereinafter referred to as the "County") and **the Township of West Orange** Municipal Alliance, herein referred to as the "Subgrantee"

WHEREAS, the County has received grant funding from the Governor's Council on Alcoholism and Drug Abuse to provide Alcoholism/Drug Services; and

WHEREAS, the County proposes to contract with Subgrantee to provide said services for prevention, education and intervention for preschoolers to senior citizens.

WHEREAS, in response to the County's Request for Application dated July 7, 2020.

WHEREAS, the Subgrantee has submitted to the County its Application dated August 7, 2020 for the performance of such services (hereinafter referred to as the "Strategic Plan"); and

WHEREAS, the parties propose hereby to enter into an agreement in accordance with said "Strategic Plan", the Subgrantee's Application, and the State of New Jersey, Governor's Council on Alcoholism and Drug Abuse Guidelines (Attachments A, B, C and D) for the performance of such services;

WHEREAS, the Subgrantee has agreed that funds for services provided under this grant will not be used for any other purpose other than those listed in this contract.

NOW, therefore, it is agreed as follows:

1. TERM

This agreement shall begin on October 1, 2020 and shall terminate on June 30, 2021.

2. SERVICE TO BE PERFORMED BY SUBGRANTEE

Prevention, education and intervention of alcohol/drug abuse for citizens in the entire community from preschoolers through senior citizens in accordance with the approved Strategic Plan.

3. COMPENSATION

The County agrees to reimburse the Subgrantee for its services, in the amount of **$17,685.60** in accordance with the fee schedule set forth in its Strategic Plan and approved program activities. Subgrantee shall submit quarterly reports, which shall serve as the basis of reimbursement and shall comply with the County's standard billing and payment procedures.

4. COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS

A. Subgrantee shall comply with all applicable government codes and regulations (such as electrical, building, plumbing, fire, fire prevention, health and environmental codes).

B. Subgrantee shall provide any assistance as requested by the County in relation to any appearances before any municipal or other forum.

5. TIME FOR PERFORMANCE OF SERVICES

Subgrantee shall proceed with due diligence and shall complete such work within the time required by the Strategic Plan, County of Essex program requirements and the Governor's Council on Alcoholism and Drug Abuse requirements.

6. INSURANCE: INDEMNIFICATION

Subgrantee shall maintain comprehensive general liability insurance of at least $1,000,000.00 per occurrence naming the County as an additional insured in any such policy of insurance therefore, and shall provide the County with a Certificate of Insurance as evidence of said policy upon execution of this Agreement. Subgrantee shall ensure that the County always has a current Certificate of Insurance throughout the term of this agreement.

Subgrantee hereby indemnifies and holds the County harmless from all liability claims arising out of the acts or omissions of its agents, servants, employees and/or subcontractors, including the cost of defense and/or attorney's fees.

7. AFFIRMATIVE ACTION

The parties to this Agreement agree that incorporated herein is the mandatory language of N.J.A.C. 17:27-3.4 (a) and N.J.A.C. 17:27-5.3 promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c127, 25 as amended and supplemented from time to time, and the Subgrantee agrees to comply fully with the terms, provisions and obligations of said N.J.A.C. 17:27-3.4 (a) and N.J.A.C. 17:27-5.3 provided that N.J.A.C. 17:27-3.4. (a) shall be applied subject to the terms of N.J.A.C. 17:27-3.4 (d).

8. NON-DISCRIMINATION

The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 dealing with discrimination in employment on public contracts, and the rules and regulations promulgated thereto, are hereby made a part of this Agreement and are binding upon them.

9. EFFECTIVE DATE

This Agreement shall not be effective and binding upon the parties unless and until it is executed by the Essex County Executive and approved by the Essex County Board of Chosen Freeholders by resolution.

10. GOVERNING LAW

This Agreement shall be construed, governed by and interpreted in accordance with the laws of the State of New Jersey.

11. SUBCONTRACTING

Subgrantee represents that it has not secured the services of any other consultant or associate as subcontractor. In the event Subgrantee seeks to subcontract any part of the services specified herein above, then before such subcontractor is approved, the County shall have the absolute right to review the qualifications of any subcontractor, and if any such subcontractor, in the sole and absolute discretion of the County, is unsatisfactory to the County, then in that event, the County may disaffirm and cancel this Agreement by so notifying the Subgrantee is writing, in which case this Agreement shall be null and void and of no effect as if never executed by the County. The qualifications of any such subcontractor shall be presented to the County in accordance with the County's Standard Operating Practice and Procedures. Approval of such subcontracting by the County shall not relieve Subgrantee of its responsibility to perform all aspects of the Project covered by this Agreement. Upon approval, any such subcontractor shall be retained and secured by the Subgrantee at the expense of the Subgrantee.

Subgrantee further represents that it and any subcontractor hereunder have obtained all necessary approval to conduct business in the State of New Jersey. To the extent that this representation is inaccurate or cannot be corrected within a reasonable time, the County shall have the absolute right, in its discretion, to disaffirm and cancel this Agreement, which shall be null and void upon the County so disaffirming in writing.

12. INCORPORATION

The following documents are attached hereto and made a part hereof:

A. Appendix A - Grant Award Conditions

B. Appendix B - Affidavit

C. Appendix C - Affirmative Action Affidavit

D. Appendix D - Statement of Political Contributions

E. Appendix E - Recommendation for Approval

F. Appendix F - Attachments A, B, C and D of Governor's Council Guidelines

To the extent, if any, that there is a conflict between the provisions in the Appendices and those in this Agreement, those provisions, which grant the County the broadest rights and provides it with the most protection shall control and govern the relationship between the parties. Without limiting the generality of the foregoing, the provisions in the Appendices shall be construed, where appropriate, as supplementary of and complimentary to all other provisions in this Agreement and the Appendices hereto shall be cumulative and recourse to one shall not bar the County from relying on any other right or remedy hereunder. References in Appendices to the "Contractor", "Engineer" or similar designations shall be deemed to be Subgrantee herein. The Subgrantee shall submit, on or before the effective date of this Agreement, fully completed Appendices. To the extent that the information disclosed in the Appendices reveals a disability on the part of the Subgrantee which would constitute a ground upon which the County could have rejected the Strategic Plan, or contains material and/or inaccurate statements regarding the Subgrantee's qualifications, then the County shall have the absolute right to disaffirm and cancel this Agreement, in writing, in which case this Agreement shall be null and void and of no effect as if never executed by the County.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement on the dates set forth below:

ATTEST:

THE COUNTY OF ESSEX

_____

Deborah Davis Ford, Clerk
ESSEX COUNTY BOARD OF CHOSEN FREEHOLDERS

DATE: _____

_____

Joseph N. DiVincenzo, Jr.
ESSEX COUNTY EXECUTIVE OR REPRESENTATIVE

DATE:

_____

WITNESS

DATE: _____

_____

SUBGRANTEE

This Agreement was approved on_____

by Resolution No._____ of the Essex County

Board of Chosen Freeholders.

_____
Deborah Davis Ford, Clerk
ESSEX COUNTY BOARD OF CHOSEN FREEHOLDERS

APPROVED AS TO FORM:

_____
Courtney M. Gaccione, ESQ.
COUNTY COUNSEL

Appendix A

GRANT AWARD
MUNICIPAL ALLIANCE

The Grant Award is subject to the following conditions:

1. The program assures that funds provided through this subgrant will not duplicate payment from any other sources.

2. Grantee must attend all Essex County Municipal Alliance meetings.

3. Grant period runs from October 1, 2020 through June 30, 2021**.**

4. Grantee must submit financial and programmatic reports every three (3) months before any payments are received. Reports must be submitted even if there have not been any activities during the quarter.

5. The County may conduct programmatic and fiscal monitoring without advanced notification.

6. Failure to submit quarterly reports on a timely basis may result in significant delays in reimbursement or denial of reimbursement.

7. If the award request is different from the award received, a new budget must be submitted.

8. If programs proposed in the approved Request for Strategic Plan are changed, amended or revised, a programmatic revision/modification request form must be submitted to the Essex County Office of Alcoholism, Drug Abuse and Addiction Services and approved in writing prior to the new program being implemented.

The above terms are acceptable and we are willing to comply with them as set forth:
By our signatures, these conditions are made part of the grant.

Date:_____ _____
Mayor/Township Administrator

Date:_____ _____
Municipal Alliance Chairperson

Appendix B

AFFIDAVIT

STATE OF NEW JERSEY
SS:
COUNTY OF ESSEX

The undersigned hereby certifies to the truth and accuracy of all statements, answers and data contained in this Strategic Plan, and hereby authorizes the County of Essex to make any necessary examination or inquiry in order to make a determination as to his qualifications and responsibility. The undersigned has examined all parts of the Strategic Plan and understands that it is completely discretionary with the County officials whether to accept, reject or negotiate its Strategic Plan submitted pursuant thereto.

_____
Signature of Applicant

_____
Title

Sworn to Before Me This
_____Day of
_____day of _____, 20_____

_____
Notary Public or Commissioner of Deeds

Appendix C

AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY **51 employees or more**
SS:
COUNTY OF ESSEX

I, Robert D. Parisi, of full age, being duly sworn according to law, upon my oath, depose and say:

1. I am the employee and/or officer of the handling of the Township of West Orange (Proposer) in charge of the handling of this bid and/or grant and am fully familiar with the operations of Township of West Orange (Proposer) and also with the provisions of the New Jersey P.L. 1975, Chapter 127, approved June 23, 1975.

2. The Township of West Orange **(**Proposer) is in compliance with the provisions of the aforementioned P.L. 1975, Chapter 127, and the rules and regulations formulated pursuant to it relating to the filing of affirmative action programs with the New Jersey State Treasurer.

3. The Township of West Orange **(**Proposer) is aware that any failure to comply with P.L. 1975, Chapter 127, approved June 23, 1975, shall be a breach of grant and will make the Township of West Orange (Proposer) fail to comply.

_____
Proposer

Sworn and subscribed to before me this
_____day of _____, 20_____

_____
Notary Public

Appendix C

AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY **50 employees or less**
SS:
COUNTY OF ESSEX

I, _____, of the (City, Township, Borough) of _____, in the County of Essex, State of New Jersey, of full age, being duly sworn according to law on my oath, depose and say that:

1. I am (president, partner, owner) of the firm of a bidder making a Strategic Plan upon the above-named project.

2. _____ does not have 50 employees or more inclusive of all officers and employees of every type.

3. I am familiar with the affirmative action requirements of P.L. 1975, Chapter 127 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.

4. _____as complies with all the affirmative action requirements of the State of New Jersey, including those required by P.L. 1975, Chapter 127 and of the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.

5. I am aware that if_____does not comply with P.L. 1975 and rules and regulations issued pursuant thereto, that no monies will be paid by the State of New Jersey, County of Essex until an affirmative action plan is approved.

I am also aware that the grant may be terminated and the _____ _____(Proposer) may be debarred from all public contracts or grants, for a period of five (5) years.

_____
Proposer

Subscribed and sworn to before me, this
_____day of _____, 20_____

_____**Notary Public**

Appendix D

STATEMENT OF CERTAIN POLITICAL CONTRIBUTIONS MADE AFTER NEGOTIATED CONTRACTS

(This statement is part of the Application packet)

Ordinance Number 0-86-0007 adopted by the Board of Chosen Freeholders of the County of Essex requires that all Applications for negotiated contracts submitted by individuals and/or business entities seeking to provide goods to or to perform services for the County of Essex, shall contain a statement setting forth each political contribution by them of $500.00, or made within five years next preceding the date of said contract or commencing_____, whichever period is less, either directly or indirectly to any County elected official, County political party and/or County official or political organization.

Name of County Elected Official, County Political Party and/or County Official or Political Organization to whom a political contribution of $500.00 or more was made by proposer within five (5) years of the date hereof. **If none, write "none"**.

NAME **AMOUNT**

_____

_____

_____

_____

_____

Proposer _____

By _____
Signature

Print or Type Name of Signatory:

_____

Appendix E

RECOMMENDATION FOR APPROVAL

Pursuant to the Application evaluation process as outlined in this Strategic Plan, the following recommendations are made for appropriate final County approval:

	Township of West Orange
County of Essex	Name of Contractor
By:_____	By:_____
Joseph N. DiVincenzo, Jr. County Executive or Representative	**Mayor or Township Manager**
Approved:	
By:_____	By:_____
Eileen Fishman Single County Alcoholism Authority	**Township Financial Officer**
Recommended:	
By:_____	By:_____
Essex County LACADA Chairperson	**Municipal Alliance Chairperson**
By:_____	By:_____
Essex County CASS Chairperson	**Municipal Alliance Coordinator**

APPROVED AS TO FORM:

_____
Courtney M. Gaccione, ESQ.
County Counsel

This Municipal Alliance Grant is approved by the Board of Chosen Freeholders by Resolution on

_____2020

_____
Deborah Davis Ford, Clerk
Essex County Board of Chosen Freeholders

2614-20

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER XXV LAND USE REGULATIONS OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE

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

Section 1. Chapter XXV Land Use Regulations is hereby amended and supplemented to include the following:

25-19 IH-1 (INCLUSIONARY HOUSING) DISTRICT

a. Purpose

The purpose of the IH-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 IH-1 District shall encompass the entirety of the property identified as Block 179 Lot 32, which shall hereafter be referred to as the "Tract." The zone boundary shall be coincident with the lot lines of Block 179, Lot 32. The municipal zone map is hereby amended to reflect same.

c. General Provisions

1. The development regulations set forth herein shall apply to the Tract as a whole, not to individual lots which may be created within the Tract.
2. The Tract shall be permitted to be subdivided into one or more lots, and one or more buildings or uses shall be permitted on a single lot.
3. The Tract shall be permitted to be constructed in one or more phases consistent with N.J.A.C 5:97-6.4 (d).
4. Any street within the Tract shall be permitted to be public or private.
5. Development of the Tract shall be exempt from all bulk, design, and environmental regulations of the West Orange Land Use Regulations Ordinance, unless otherwise indicated herein, and further provided that nothing herein shall circumvent or contravene the procedural requirements of the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.) nor the regulatory requirements of outside agencies including but not limited to New Jersey Department of Environmental Protection and Hudson-Essex-Passaic Soil Conservation District.

d. Use Regulations

1. Permitted Principal Uses.

(a) Multifamily residential

(b) Open space

2. Permitted Accessory Uses

(a) Residential amenities including but not limited to the following, by way of example: clubhouse buildings, swimming pools, fitness centers, lounges, common or private terraces and balconies, courts or open lawn areas for multipurpose use such as lawn games i.e. corn hole, bocce, badminton, croquet, and the like; work space or meeting space for tenants, tenant storage, dog parks and/or dog playgrounds. Rooftop amenities shall be permitted including observation areas or rooms, multipurpose or recreation rooms, vestibules, outdoor terraces, pergolas, shade structures, or the like.

(b) Pet-friendly amenities. As part of the amenity package, in addition to dog parks and/or playgrounds above, a development shall be permitted to include an onsite pet service that shall be permitted to offer walking services, pet-sitting services, a pet spa or grooming service, overnight boarding, or related services, which shall be permitted to operate indoors as part of a building and/or as a stand-alone building.

(c) Residential accessory uses such as leasing and management offices, maintenance buildings, dwelling units for onsite building superintendents, and model units

(d) Parking, which shall be permitted to be structured or surface, and further provided that tandem parking shall be permitted where such spaces are assigned to the same unit

(e) Fences and walls

(f) Signs

(g) Any use that is customarily incidental to a permitted principal use

e. Bulk Regulations

1. The total number of dwelling units shall be 496, and the total number of units shall be permitted to be lowered without variance at the sole discretion of the developer and/or based on outside agency requirements. Model apartments and onsite housing for the building superintendent and maintenance/management staff shall not be included as part of the unit count.

2. The affordable housing set-aside shall be twenty percent (20%) of the total units actually constructed in the development (excluding model apartments and onsite housing for the building superintendent and maintenance/management staff).

3. There shall be no minimum lot size requirement.

4. The maximum area of disturbance for the entire Tract shall be 30 acres. Trails, deer fencing, and buffer planting shall not be counted as part of the area of disturbance.

5. Unrestricted site access (ingress and egress) shall be permitted from Warner Drive and Kuzik Drive.

6. Emergency access (ingress and egress) shall be permitted to Block 179.17, Lots 8 and 9 to the north and Bayowski Road to the south.

7. The affordable units shall consist of moderate-income, low-income, and very low-income units in accordance with the requirements of the settlement agreement. The minimum unit sizes for the affordable units shall be as follows:

   (a) One-bedroom 650 square feet

   (b) Two-bedroom 875 square feet

   (c) Three-bedroom 1,150 square feet

8. The maximum building height shall be 75 feet, and further subject to the standards set forth below, which shall supersede any regulation to the contrary in the West Orange Land Use Regulations Ordinance:

   (a) The building height shall be a vertical dimension measured in a straight line from first story finished floor elevation to the roof line elevation of a flat roof, or the midpoint elevation of a pitched roof.

   (b) The first story shall mean the lowest story that has its finished floor entirely above grade. Cellars and basements shall not be considered a first story.

   (c) The building height shall not be measured based on the grading around the building.

9. The maximum number of stories per building shall be 4 stories, and further subject to the standards set forth below which shall supersede any regulation to the contrary in the West Orange Land Use Regulations:

   (a) Story shall mean the space of a building between the surface of a floor and any floor next above it, or if there be no floor above it, then the space between the floor and the ceiling above it, and as further refined below.

   (b) Any level with a finished floor entirely below grade or partially below grade shall not be considered a story, such as cellars and basements, including walk-out basements and “garage-under” levels.

   (c) Any level that contains 10 or more parking spaces shall not be considered a story.

   (d) Mezzanines shall not be considered a story, provided the floor area of the mezzanine is no greater than 33 percent of the floor area below it.

(e) Lofts serving individual dwelling units as permitted by building code shall not be considered a story.

(f) Rooftop amenities and rooftop features shall not be considered a story or fractional portion thereof.

(g) 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.

10. The grading around buildings shall be subject to the following:

(a) The maximum exposure of perimeter walls for basements, cellars, or building foundations shall not exceed 50% of the total surface area of such walls, which shall be based on the aggregate area of all perimeter walls, not each wall individually.

(b) Walkout basements and "garage under designs shall be permitted and shall be permitted to have one or more perimeter walls entirely exposed, and further provided that the 50% exposure threshold set forth above for all perimeter walls shall still apply.

11. The minimum buffer width around the entire Tract boundary shall be 100 feet. The buffer shall remain undisturbed except for roads and accessways, utilities and stormwater management improvements, signs, fences, walls, and associated grading.

12. The east face of the Watchung Mountain shall remain undisturbed from the peak of the ridgeline, except that utility construction shall be permitted east of the ridgeline

13. Any deviation from the above requirements shall be considered a "c" variance.

f. Parking Regulations

1. Principal uses. The quantity and dimensions of off-street parking spaces shall be in accordance with the Residential Site Improvement Standards (RSIS). Any deviation shall be considered a de minimis exception from RSIS, not a variance. Tandem parking arrangements shall be permitted in accordance with the use regulations of this Chapter as set forth above. Automated or mechanical parking shall be permitted to meet the RSIS parking count requirement, and shall be exempt from RSIS parking stall size requirements, subject to review and approval of manufacturer's specifications.

2. Accessory uses. Accessory uses such as clubhouses or recreation areas shall be exempt from parking requirements.

g. Tree Removal and Replacement

The removal of trees shall be permitted, and the replacement of trees shall be in accordance with formula below. Any other regulation pertaining to tree removal and replacement in the

Township of West Orange Code shall not apply to the Tract, and shall be superseded by the regulations set forth below, except where otherwise indicated herein.

1. Tree Baseline. The existing tree count on the Tract shall be established at 212 trees per acre.

2. Tree Baseline Loss.

   (a) Tree Baseline Loss shall be established by multiplying the proposed number of acres disturbed by the existing 212 trees per acre on the Tract; by way of example, a proposed disturbance area of 25 acres shall calculated to a Tree Baseline Loss of 5,300 trees, which figure would increase or decrease based upon the final acreage disturbed).

   (b) Tree Baseline Loss shall be reduced for each healthy major tree (greater than 6 inches) within the proposed area of disturbance that is not removed in connection with a proposed development

   (c) Tree Baseline Loss shall be reduced for each non-invasive major tree or minor tree (as defined in the Township of West Orange Code) proposed as part of a landscape plan. The tree replacement calculation shall apply one credit for each such tree which is a native species and ¼ credit for each such tree which is not a native species.

   (d) The Tree Baseline Loss shall be reduced by 212 trees for each acre of forest outside the area of disturbance enclosed by a controlled, gated access deer fence that is eight (8) feet in height, the purpose of which is to regenerate the growth of the native forest, and which deer fencing shall be maintained in perpetuity;

3. Adjusted Tree Baseline Loss.

   (a) Adjusted Tree Baseline Loss shall be calculated as the Tree Baseline Loss after crediting.

   (b) If the Adjusted Tree Baseline Loss calculates to zero (0), or less than zero, the developer shall have no further obligation regarding tree removal or replacement in connection with a proposed development.

   (c) If the Adjusted Tree Baseline Loss calculates to a number greater than zero, then the development shall satisfy the requirements of the West Orange Tree Ordinance only with respect to the Adjusted Tree Baseline Loss.

h. Landscape Regulations

1. Street Trees. Street trees shall be provided in accordance with the West Orange Land Development Code.

2. Additional Trees. The developer shall plant new trees and landscaping along or near the southern border of the Tract for the purpose of supplementing the buffering of the nearest residential units to the south.

3. Any deviation from the regulations of this section shall be considered design exceptions, not variances, subject to the statutory criteria of N.J.S.A. 40:55D- 51 for relief.

i. Signage Regulations

1. Development Entrance Sign. One freestanding sign shall be permitted at the entrance to the development. The sign dimensions shall have a maximum width of 10 feet and a maximum height of 8 feet. The sign may be incorporated as part of a decorative element such as a wall or fence feature, and further provided that the decorative element shall not be included in the calculation of the sign area. The top of the sign, including any decorative element framing it, shall not exceed 10 feet above grade.

2. Identification Signage. Freestanding identification signs shall be permitted to demarcate individual buildings or sections within the development, not to exceed one such sign per building or section. The sign dimensions shall have a maximum width of 8 feet and a maximum height of 6 height, and the top of any such sign shall not exceed 8 feet above grade. This shall apply to accessory recreation or amenity uses as well, such as a clubhouse or pet service, which shall be permitted to have identification signage in accordance with the above.

3. Building Signage. One building sign shall be permitted at each building lobby and/or building entrance. The sign dimensions for each building sign shall have a maximum width of 8 feet and a maximum height of 6 feet.

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

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

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law.

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

Michelle Casalino
Council President

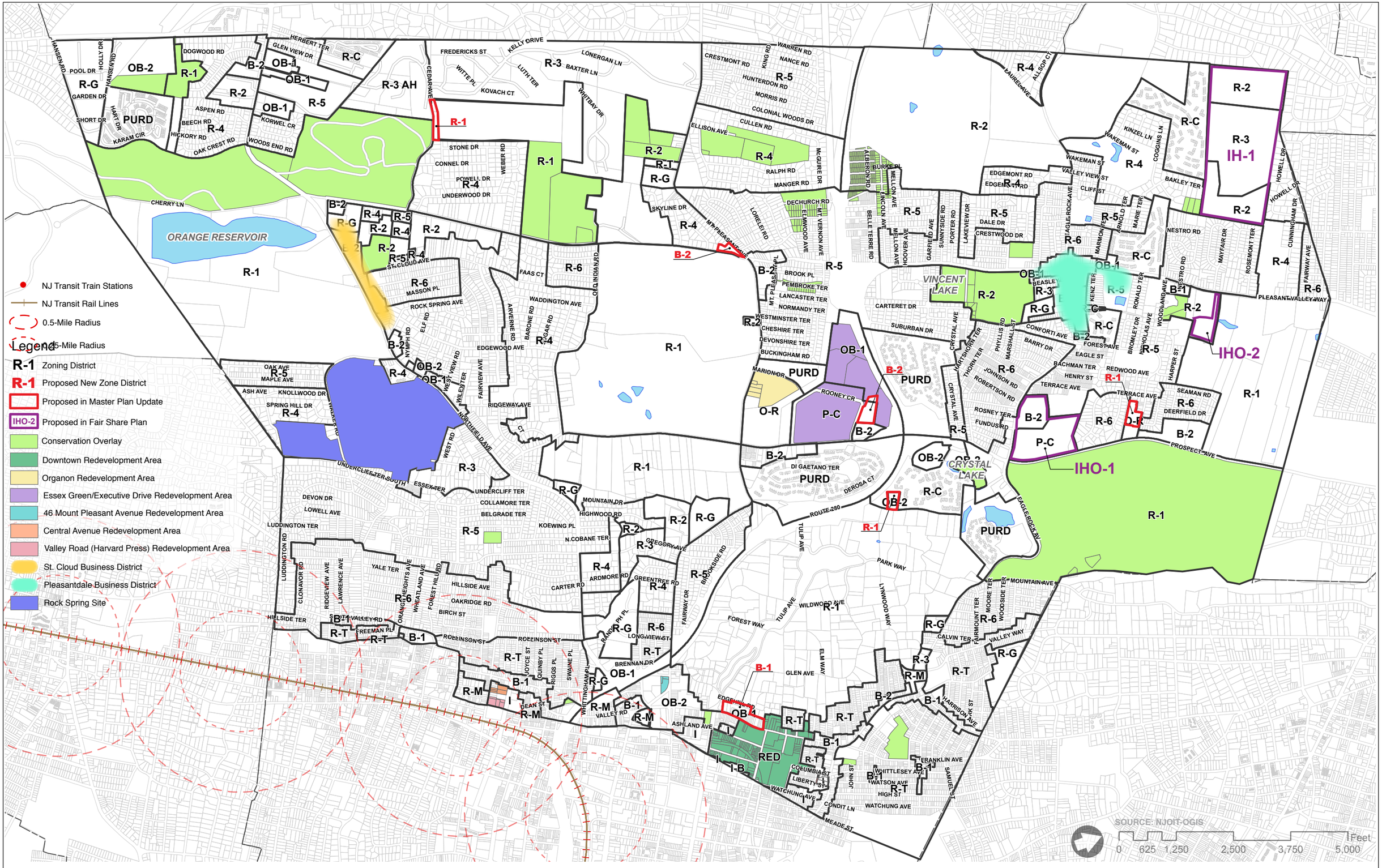
Robert D. Parisi, Mayor

Introduced: August 11, 2020

Adopted: October 20, 2020

LEGISLATIVE HISTORY

This Ordinance is presented pursuant to the Affordable Housing Settlement Agreement approved by the Township Council on April 14, 2020. The Superior Court of New Jersey confirmed the Settlement Agreement on July 10, 2020.



PROPOSED ZONING AMENDMENTS TO IMPLEMENT FAIR SHARE PLAN AND MASTER PLAN UPDATE | TOWNSHIP OF WEST ORANGE | PHILLIPS PREISS GRYGIEL LEHENY HUGHES LLC 2020

2616-20

AN ORDINANCE AMENDING CHAPTER 25, SECTIONS 27.3 and 27.4 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (TREE PROTECTION AND REMOVAL – Permit Required; Prohibitions and Exemptions)

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

I. PURPOSE

The purpose of this ordinance is to require any tree cutting and/or removal to be performed only by tree care professionals duly licensed under the Tree Experts and Tree Care Operators Licensing Act and is also registered with the Township of West Orange Department of Public Works. This ordinance shall also narrow the exceptions to the licensing requirement to exclude trees close to property boundaries in an effort to prevent disputes between neighboring property owners.

II. CHAPTER 25, SECTION 27.3 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

25-27.3 Definitions.

The following definitions shall apply to this chapter:

CONSERVATION EASEMENT

Shall mean a legal covenant restricting the use of land or natural features of the land that is described in the property deed and shown on a filed plat.

DBH

Shall mean the measurement of the diameter of the trunk of a tree planted in the ground taken 4.5 feet from ground level on the uphill side of the tree.

DEVELOPMENT APPLICATION

Shall mean an application filed with the Township Planning Board or Board of Adjustment pursuant to the Municipal Land Use Law and the Township land development ordinances for approval of a subdivision plat, site plan, planned development, conditional use, zoning variance or direction of the issuance of a permit pursuant to N.J.S.A. 40:55D-34 or N.J.S.A. 40:55D-3.

DRIP LINE

Shall mean a vertical line extending from the outermost edge of the tree canopy or shrub branch to the ground beneath.

ENDANGERED OR THREATENED SPECIES

Shall mean any species of tree or animal which has been determined by the Federal Fish and Wildlife Service or the State of New Jersey to be endangered or threatened.

IMPROVED LOT

Shall mean a single parcel of land with a residential or commercial structure, that is occupied pursuant to and in compliance with all applicable laws and regulations.

LAND USE BOARD

Shall mean the Planning Board or Zoning Board of Adjustment of the Township of West Orange.

MAJOR TREE

Shall mean a tree species with a mature height of at least 50 feet, which shall be at least a 2.5 inch caliper at the time of planting.

MINOR TREE

Shall mean an evergreen tree, ornamental tree or other small tree at least six feet in height at the time of planting.

NONVIABLE TREE

Shall mean a tree that the officer or a Qualified Tree Expert certifies is dead, dying, diseased or too damaged to survive.

OFFICER

Shall mean the person primarily responsible for enforcing this chapter and who is qualified to do so by having the status of a New Jersey Approved Forester, New Jersey Licensed Tree Expert, or an International Society of Arboriculture Approved Arborist, employed by, or appointed by, the Township of West Orange to implement this chapter and to carry out other related responsibilities as the Township may provide, including, but not limited to, developing and recommending to the Council a Township Woodlands Retention and Protection Plan and a Township Tree Inventory and Planting Schedule.

PERSON

Shall mean the owner of a parcel of real estate or any other individual, group, company, firm, corporation, partnership, association, society or other legal entity.

QUALIFIED TREE EXPERT

Shall mean a New Jersey Licensed Landscape Architect, New Jersey Approved Forester, New Jersey Licensed Tree Expert, or International Society of Arboriculture Approved Arborist.

REPLACEMENT TREE

Shall mean a tree of a species approved by the officer and of nursery grade, properly balled and burlapped, meeting the minimum measurements of a major or minor tree, respectively.

SPECIES

Shall mean the common name of a tree.

SPECIMEN TREE

Shall mean a tree in good health of unusual or exceptional form, size, age or shape for its species as evidenced by its inclusion in New Jersey's Big Tree List, or data base, published and coordinated by the New Jersey Forest Service, or having a Champion Tree point total (girth in inches plus height in feet, plus one quarter of average crown spread in feet) within 10% of the point total of a tree of the same species listed in New Jersey's Big Tree List, published in "New Jersey's Big Trees", by the New Jersey Forest Service.

STRUCTURE

Shall mean a combination of materials to form a construction for occupancy, use or ornamentation, whether installed on, above or below the surface of a parcel of land.

TREE

Shall mean a self-supporting perennial woody plant having a diameter of at least four inches measured at a point 4.5 feet (or 54 inches) from the ground at the base of the tree on its uphill side and taller than 15 feet.

III. CHAPTER 25, SECTION 27.4 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

25-27.4 Permit Required; Prohibitions and Exemptions.

a. Permit. Any person desiring to cut down or remove a tree shall file an application for a tree removal permit issued pursuant to this chapter and shall not commence the cutting down or removal of any tree without first having been issued a permit. Tree within two feet of any property boundary shall also require written notice of the filing of a permit application to the neighboring property owner who shares the property boundary.

b. Prohibitions. Notwithstanding Subsection **a** above, no person shall be permitted to do any of the following:

1. Cut down or remove any tree within wetlands, flood hazard areas, riparian zones, or other areas protected by State or Federal law or applicable EPA or NJDEP regulations;

2. Cut down or remove any tree within a conservation easement;

3. Engage in activities which could cause a tree to die, including but not limited to topping, grade cut or fill, soil compaction within the drip line, chemical contamination, excessive drainage alterations or mechanical damage.

4. Cut down or remove any tree on a slope of 15% or greater in grade or on a slope where vegetation is presently stabilizing soils where a tree removal permit is

submitted in connection with a development application, or a parcel upon which a new development is contemplated.

5. Cut down or remove any tree unless the cutting or removal is performed by a tree care professional: (i) duly licensed under the Tree Expert and Tree Care Operator Licensing Act, N.J.S.A. 45:15C-11, et. seq.; and (ii) is registered with the Township of West Orange Department of Public Works.

c. Exemptions. The following are exempt from the permit requirement of Subsection **a** above:

1. For purposes of administrative convenience, up to three living trees may be removed on an improved lot within any three-hundred-sixty-five-day period. This exemption shall only apply to trees with bases that are more than two feet (2') from any property boundary. For enforcement and record-keeping purposes, every person or business removing one or more trees pursuant to this exemption shall file a tree removal report with the officer on a form to be provided by the officer, to document the tree(s) removed and date of removal. The tree removal report shall be filed no later than five days before removal of the tree(s).

2. Cutting down or removal of a nonviable tree, or a tree that is an immediate hazard to structures or human life or property provided that the tree stumps must remain for subsequent inspection by the officer; and

3. Activities lawfully conducted on public lands or rights-of-way by or on behalf of a local, County, State, Federal or other governmental agency or entity, or a utility company.

4. Tree removal in conjunction with a Woodland Management Plan(s) approved by the N.J. Forest Service.

5. tree removal on a golf course which is greater than 75 feet from a property boundary.

d. Development Applications. With regard to every development application that involves proposed tree removal, the applicant shall:

1. Schedule a meeting with the officer in connection with the development application for the purpose of evaluating the impact of this chapter on the plans for development;

2. Submit a qualified tree expert's report setting forth a tree removal and tree replacement plan when applicable.

IV. REPEAL OF CONFLICTING ORDINANCES

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

V. SEVERABILITY

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

VI. EFFECTIVE DATE

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

_____

ROBERT D. PARISI, MAYOR

_____

MICHELLE CASALINO,
COUNCIL PRESIDENT

_____

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

INTRODUCED: September 8, 2020

ADOPTED: October 20, 2020

Legislative History

The purpose of this ordinance is to require any tree cutting and/or removal to be performed only by tree care professionals duly licensed under the Tree Experts and Tree Care Operators Licensing Act and is also registered with the Township of West Orange Department of Public Works. This ordinance shall also narrow the exceptions to the licensing requirement to exclude trees close to property boundaries in an effort to prevent disputes between neighboring property owners.

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.

2620-20

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

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

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

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

Residence Address	No. of Spaces	Location
256 South Valley Road	**1**	**Beginning 130 feet north of the Township of South Orange Village line, and extending 20 feet northerly.**

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

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

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

ROBERT D. PARISI, MAYOR

MICHELLE CASALINO, COUNCIL PRESIDENT

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

INTRODUCED: October 20, 2020

ADOPTED: November 10, 2020

LEGISLATIVE HISTORY

This Ordinance is in response to requests from a handicapped resident who resides at 256 South Valley Road. By adopting this Ordinance, the Township will establish a handicapped parking stall adjacent to this address. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones.