

**TOWNSHIP OF SOUTH ORANGE VILLAGE  
BOARD OF TRUSTEES**

REGULAR MEETING  
January 27, 2020, 7:15 PM

**ORDER OF BUSINESS**

**CALL MEETING TO ORDER**

Roll Call: Village President Collum  
Trustee Clarke  
Trustee Coallier  
Trustee Hartshorn Hilton  
Trustee Jones  
Trustee Schnall  
Trustee Zuckerman  
Mr. Loehner, Village Administrator  
Mr. Rother, Village Counsel  
Mr. Harris, Village Clerk

**MEETING NOTICE STATEMENT**

Adequate notice of this meeting had been provided to the press in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-6. In addition, notice of this meeting was posted in Village Hall and on the Village's website, and has been filed in the Office of the Village Clerk. Official action may be taken. Kevin D. Harris, Village Clerk

**RESOLUTION TO GO INTO EXECUTIVE SESSION**

2020-026 RESOLUTION AUTHORIZING AN EXECUTIVE SESSION AT THE JANUARY 27, 2020 REGULAR MEETING OF THE BOARD OF TRUSTEES

**Matter/ (OPMA Exception)  
Executive Session**

- Proposed Vaping Ordinance (Attorney/Client Privilege)
- West 3rd Street Condemnation (Contract Negotiations, Litigation, Attorney/Client Privilege)
- Additional items for discussion may be introduced at table

Voice Vote:

**RECONVENE INTO OPEN SESSION**

Roll Call: Village President Collum  
Trustee Clarke  
Trustee Coallier  
Trustee Hartshorn Hilton  
Trustee Jones

Trustee Schnall  
Trustee Zuckerman  
Mr. Loehner, Village Administrator  
Mr. Rother, Village Counsel  
Mr. Harris, Village Clerk

## **PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE**

### **PROMOTIONS**

#### **SWEARING-IN CEREMONY:**

Village President Collum shall administer the oath-of-office to newly a hired member of the South Orange Department:of Public Safety / Police Force:

- Police Officer Sandro Reyes (Appointed on November 6, 2019 by Resolution # 2019-280)

Village President Collum shall also administer the oath-of-office to recently promoted Police Personnel in the South Orange Department of Public Safety / Police Force pursuant to Resolutions on this evening's agenda appointing them as such:

#### **For promotion to Police Sergeant:**

- Richard Lombardi

#### **For promotion to Police Lieutenant:**

- Adrian Acevedo

### **ANNOUNCEMENTS**

**Baseball & Softball Registration** - Spring Baseball and Softball registration for all girls and boys in South Orange and Maplewood is taking place now, in January. In-person registration for all interested players will be held at the Skate House in South Orange over the next 3 weekends. See the Department of Recreation Website for details.

**South Orange Recreation Membership** - South Orange Recreation Memberships are available NOW and registration has never been easier! Renewals for returning members OR first time membership purchases can be processed online, by mail, email or in person at the Department of Recreation & Cultural Affairs, 298 Walton Avenue. We encourage residents to get their Membership early in the year to avoid lines and to take advantage of early bird fees, which end April 1st. Details are available on the Village website on the Recreation page.

**Summer Staff Applications** - The South Orange Dept of Recreation hires local teens and young adults as camp counselors, lifeguards and

field/maintenance staff. Job descriptions, requirements and applications are available online at [www.southorange.org](http://www.southorange.org).

**2020 Census Informational Meeting** - Organized by the newly formed South Orange Village Complete Count Committee (SOV CCC); please come out on Wednesday, January 29, 2020, at 7:30 PM to the SOPAC Loft, 1 SOPAC Way, South Orange and find out everything you ever wanted to know about the Census and why its important for all residents to complete.

**2020 DPW Seasonal Employment** - The South Orange Department of Public Works has job opportunities available for seasonal laborer positions. The job duties, requirements, and applications are available through the Department of Public Works located at 300 Walton Avenue or you may call 973-378-7741 ext. 1 if interested. A job application is also available online at [southorange.org](http://southorange.org), on the Public Works webpage.

### **PUBLIC COMMENTS**

Village President opens meeting for public comment.

1. Public Hearing regarding the Village's application for a Community Development Block Grant (CDBG) in the amount of \$120,000.00 from the County of Essex. Resolution 2020-006 was introduced and adopted by the Board of Trustees on January 13, 2020 which authorized the Village President or her designee to submit the application and any supporting documentation required. The purpose of this hearing is for the Administration and the Board to ask questions regarding the grant application, process and procedure.
2. Any items from members of the public wishing to address the Board of Trustees.

### **ORDINANCES FOR SECOND READING**

2019-27 AN ORDINANCE AMENDING THE VILLAGE CODE, CHAPTER 329 TO REVISE TOWING AND STORAGE CHARGES AND REQUIRE INSIDE BUILDING SECURED STORAGE FACILITIES AND AMENDING CHAPTER 143-32 – TOWING AND STORAGE CHARGES

Public Hearing:

Roll Call Vote:

2019-28 AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF SOUTH ORANGE VILLAGE, TO REVISE CHAPTER 185, LAND DEVELOPMENT, TO REPEAL ARTICLES 185-XXXIII AND 185-XXXIV IN THEIR ENTIRETY AND CREATE A NEW PART 15, "AFFORDABLE HOUSING" WITH THE ADDITION OF NEW ARTICLES XXXVI, XXXVII, XXXVIII AND XXXIV, TO REVISE "AFFORDABLE HOUSING" PROVISIONS OF THE CODE OF THE TOWNSHIP OF SOUTH ORANGE VILLAGE TO ADDRESS THE REQUIREMENTS OF THE NJ SUPERIOR COURT

Public Hearing:

Roll Call Vote:

2020-01 AN ORDINANCE AMENDING THE VILLAGE CODE, CHAPTER 143, "FEES", BY AMENDING THE MEMBERSHIP AND PROGRAM FEES FOR THE UPCOMING 2020 YEAR

Public Hearing:

Roll Call Vote:

2020-02 AN ORDINANCE AMENDING AND RESTATING CHAPTER 3, SECTION 36B, "UNIFORMED OFFICERS" BY AMENDING THE NUMBER OF UNIFORMED OFFICERS.

Public Hearing:

Roll Call Vote:

2020-03 AN ORDINANCE ESTABLISHING SALARY RANGES FOR CERTAIN NON-UNION AND SUPERVISORY PERSONNEL

Public Hearing:

Roll Call Vote:

**RESOLUTIONS ON CONSENT AGENDA**

2020-027 RESOLUTION AUTHORIZING THE HIRING OF A PART-TIME SWIM TEAM COACH IN THE DEPARTMENT OF RECREATION AND CULTURAL AFFAIRS FOR THE TOWNSHIP OF SOUTH ORANGE VILLAGE

2020-028 RESOLUTION AUTHORIZING THE APPOINTMENT AND HIRING OF SARA KEFFER AS THE FULL-TIME RECREATION LEADER IN THE DEPARTMENT OF RECREATION AND CULTURAL AFFAIRS FOR THE TOWNSHIP OF SOUTH ORANGE VILLAGE

2020-029 RESOLUTION OF THE TOWNSHIP OF SOUTH ORANGE VILLAGE, IN THE COUNTY OF ESSEX, NEW JERSEY DESIGNATING BLOCK 2303, LOTS 7, 8, 9, 10 AND 11 AS A CONDEMNATION AREA IN NEED OF REDEVELOPMENT UNDER THE LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A-1 ET SEQ.

2020-030 RESOLUTION AUTHORIZING THE PLACEMENT OF A LIEN FOR SITE WORK, SEWER CUT AND CAP, ASBESTOS SURVEY, SOIL CONSERVATION APPLICATION, RECYCLING, LABOR AND EQUIPMENT FOR THE DEMOLITION AND ASBESTOS REMOVAL OF THE STRUCTURE ON THE PRIVATELY OWNED REAL PROPERTY LOCATED AT 231 WARD PLACE IN THE FALL 2019 IN THE AMOUNT OF \$42,950.00

2020-031 RESOLUTION APPOINTING LESLIE GOLDMAN AS A VOTING MEMBER OF THE ARTS ADVISORY COMMITTEE

2020-032 RESOLUTION APPOINTING VINCE PETERS AS A FULL-TIME TREE MAINTENANCE WORKER IN THE DEPARTMENT OF PUBLIC WORKS FOR THE TOWNSHIP OF SOUTH ORANGE VILLAGE

2020-033 RESOLUTION APPOINTING VILLAGE ADMINISTRATOR ADAM D. LOEHNER AS MUNICIPAL HOUSING LIAISON FOR THE TOWNSHIP OF SOUTH ORANGE VILLAGE

2020-034 RESOLUTION APPROVING THE AFFORDABLE HOUSING SPENDING PLAN FOR THE TOWNSHIP OF SOUTH ORANGE VILLAGE

2020-035 RESOLUTION ACCEPTING THE BID OF NEW CINGULAR WIRELESS PCS, LLC TO EXTEND ITS LEASE OF PREMISES LOCATED AT 676 BRENTWOOD DRIVE PERMITTING USE OF EQUIPMENT USED FOR A FEDERALLY LICENSED COMMUNICATIONS BUSINESS AND AUTHORIZING THE VILLAGE PRESIDENT OR VILLAGE ADMINISTRATOR TO EXECUTE THE ANNEXED LEASE AND RELATED DOCUMENTS

2020-039 RESOLUTION INTRODUCING THE SOUTH ORANGE VILLAGE CENTER ALLIANCE FY 2020 OPERATING BUDGET AND SETTING A DATE FOR PUBLIC HEARING **[ADDED 01/27/2020]**

Roll Call Vote:

#### **VILLAGE PRESIDENT APPOINTMENT**

2020-VP02 VILLAGE PRESIDENT'S APPOINTMENT OF ALICE GREENBERG-SHEENY AS A REGULAR MEMBER TRUSTEE TO THE SOUTH ORANGE PUBLIC LIBRARY BOARD

#### **RESOLUTION FOR SEPARATE ACTION**

2020-036 RESOLUTION APPOINTING RICHARD LOMBARDI AS A SERGEANT IN THE SOUTH ORANGE DEPARTMENT OF PUBLIC SAFETY/POLICE FORCE

Roll Call Vote:

2020-037 RESOLUTION APPOINTING ADRIAN ACEVEDO AS A LIEUTENANT IN THE SOUTH ORANGE DEPARTMENT OF PUBLIC SAFETY/POLICE FORCE

Roll Call Vote:

#### **BOARD OF HEALTH**

Recess Meeting of Board of Trustees and Convene as the Board of Health.

Voice Vote:

Roll Call:

Board Member Clarke  
Board Member Collum  
Board Member Hartshorn Hilton

Board Member Jones  
Board Member Schnall  
Board Member Zuckerman  
Board President Coalier

Board Members have been provided with the monthly report for January 2020 from John Festa, M.A., Health Officer.

Adjourn as the Board of Health to Reconvene as the Board of Trustees.

Voice Vote:

Roll Call: Village President Collum  
Trustee Clarke  
Trustee Coalier  
Trustee Hartshorn Hilton  
Trustee Jones  
Trustee Schnall  
Trustee Zuckerman  
Mr. Loehner, Village Administrator  
Mr. Rother, Village Counsel  
Mr. Harris, Village Clerk

### **APPROVAL OF BILLS**

Trustee Hartshorn Hilton, Chair of the Finance and Capital Projects Committee presents the Bills List audited by the Village Treasurer dated January 27, 2020. The Board of Trustees has been provided with a copy of the Bills List prior to the meeting for examination.

2020-038 RESOLUTION AUTHORIZING PAYMENT OF BILLS AND THE ISSUANCE OF CHECKS FOR THE PERIOD THROUGH JANUARY 27, 2020 IN THE TOTAL AMOUNT OF \$5,196,843.62.

Roll Call Vote:

### **VILLAGE PRESIDENT REPORT**

### **VILLAGE ADMINISTRATOR REPORT**

- **Capital Project Updates**
  1. Baird Community Center
  2. River Greenway
- **Village Hall Timeline**
- **Volunteer Update**

### **VILLAGE COUNSEL REPORT**

### **TRUSTEE REPORTS**

**Trustee Walter Clarke - Public Works and Utilities Committee**

- **Community Garden**
  1. Sign up under way
- **Environmental Commission**
  1. River Day planning has started
  2. Working with Public Works on various tree related issues
- **Public Works and Utilities**
  1. Working with Environmental Commission
  2. Pay alternatives coming
  3. Applying for stormwater study grant
- **Transportation Commission**
  1. Traffic Safety Process document
- **Water Utility**
  1. Lead Line Identification process coming
- **JMEUC**
  1. No Rate increase

**Trustee Karen Hartshorn Hilton - Finance and Capital Projects Committee**

- **Finance Committee Update**
- **Baird Center Construction Update**
- **Census 2020 - Complete Count Committee**

**PUBLIC COMMENTS**

Village President opens meeting for public comment.

**NEW BUSINESS**

**ADJOURNMENT**

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION AUTHORIZING AN EXECUTIVE SESSION AT THE JANUARY 27, 2020 REGULAR MEETING OF THE BOARD OF TRUSTEES

WHEREAS, there exists a need to hold an Executive Session for the purpose of discussing the following matter, which falls within the exceptions to the Open Public Meeting Act, N.J.S.A. 10:4-12 et. seq., to wit:

**Matter / (OPMA Exception)  
Executive Session**

- Proposed Vaping Ordinance (Attorney/Client Privilege)
- West 3<sup>rd</sup> Street Condemnation (Contract Negotiations, Litigation, Attorney/Client Privilege)
- Additional items for discussion may be presented at table

WHEREAS, it is unknown at this time when such discussion to take place in Executive Session may be disclosed to the public;

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Township of South Orange Village as follows:

1. This Executive Session meeting of Board of Trustees of the Township of South Orange Village shall be closed to the public for discussion of the aforesaid referenced matter.
2. The matter discussed during this Executive Session meeting shall be disclosed to the public at such time when reason for discussing and acting on same in Executive Session shall no longer exist.

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their regular meeting held on Monday, January 27, 2020.

---

Kevin D. Harris  
Village Clerk



TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO SUBMIT AN  
APPLICATION FOR ESSEX COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT  
(CDBG) FUNDING FOR PROGRAM YEAR 2020

WHEREAS, the Township of South Orange Village is a participating municipality in the Essex County Community Development Block Grant (CDBG) program; and

WHEREAS, the Township of South Orange Village desires to request funding under CDBG program year 2020; now, therefore

BE IT RESOLVED, that the Board of Trustees of the Township of South Orange Village does authorize the Village President or her designee to submit an application for funding under the Essex County Community Development Block Grant Program for the following project:

PROPOSED PROJECT

AMOUNT REQUESTED

ADA Improvements Public Library

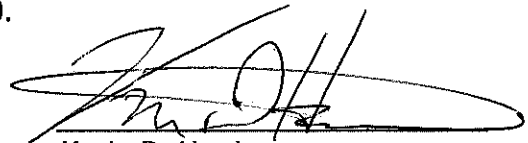
\$120,000

# # #

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke		X	X			
Coallier			X			
Hartshorn Hilton	X		X			
Jones			X			
Schnall						X
Zuckerman			X			

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their meeting held on January 13, 2020.

  
Kevin D. Harris  
Village Clerk

Introduced: December 30, 2019

Adopted:

THE TOWNSHIP OF SOUTH ORANGE VILLAGE

ORDINANCE #2019-27

AN ORDINANCE AMENDING THE VILLAGE CODE, CHAPTER 329 TO REVISE TOWING AND STORAGE CHARGES AND REQUIRE INSIDE BUILDING SECURED STORAGE FACILITIES AND AMENDING CHAPTER 143-32 – TOWING AND STORAGE CHARGES

**WHEREAS**, the Board of Trustees wish to amend portions of Chapters 143 and 329 of the Village Code to revise towing and storage charges and to require tow operators licensed by the Township of South Orange Village to have indoor secured storage facilities.

**BE IT ORDAINED**, by the Board of Trustees of the Township of South Orange Village, a municipal corporation of New Jersey located in Essex County thereof, as follows:

**Section 1.**

Chapter 329-11(A) is amended as follows:

**329-11 Storage Facilities**

A. General storage.

1. Each licensee shall have a secure storage facility within the Village or within a community adjacent and contiguous to the Village sufficient to accommodate at least five towed vehicles and storage space for properly accommodating and protecting all disabled motor vehicles to be towed or otherwise removed from the place where they were disabled or illegally parked. If the only permitted storage facility is located in an adjacent community, such storage shall be located in an area within no more than a three-mile radius from 76 South Orange Avenue, South Orange, New Jersey.
2. Inside Building Secured Storage. In addition, each licensee shall have an indoor secured storage facility in one (1) location and with sufficient space to accommodate at least three (3) vehicles for the exclusive use of the Police Department in connection with vehicles being held as evidence or under investigation, including but not limited to criminal matters (including the forfeiture process) or death by auto. The indoor secured storage facility must be solely under the control of the licensee at all times. All storage areas must meet the requirements of N.J.A.C-11:3-38.2 (definitions) which states "Inside Buildings" means a vehicle storage facility that is completely indoors, having one or more openings in the wall; for storage and removal of vehicles and that is secured by a locking device on each opening. The inside building secured storage facility must be within six (6) miles, by radius, of 76 South Orange Avenue, South Orange, New Jersey. The inside building storage space shall be

capable of being locked/safeguarded against access by unauthorized person(s), employee(s).

## **Section 2.**

Chapter 329-12 is amended as follows:

### **329-12 Enforcement: Duties of Licensee**

- A. The Board of Trustees hereby designates the Police Chief as its agent to supervise the enforcement of the terms and provisions of this chapter and to see that the licensees perform the duties set forth below.
- B. Each licensee shall render the following towing and storage services:
  - 1. Towing services by licensees shall be rotated on the basis of a schedule which shall be prepared by the Police Chief annually to provide twenty-four-hour, seven-days-a-week coverage. Said schedule shall provide, as near as is practically possible, for an equalized utilization of each licensee. In those cases where a licensee/licensees have received a fewer number of turns in the rotation, such licensee/licensees shall be at the top of the rotation, if licensed, in the succeeding year.
  - 2. Licensees will respond to a police request for service when requested by the Village Police Force desk officer or other officer expressly authorized to communicate such request by dispatching one or more tow trucks to arrive at the scene to which dispatched within a reasonable time. For normal circumstances, such reasonable time shall be deemed to be within 20 minutes.
  - 3. A licensee shall immediately notify the Village Police Force if said licensee is wholly or partially not operational due to failure of any equipment or any personnel insufficiency and shall furnish such details thereof, in writing, as may be requested by the police.
  - 4. Tow trucks of a licensee will not cruise and will not respond to any scene where towing may be required except upon police request or as permitted by this chapter.
  - 5. No flashing lights or sirens shall be used on a tow truck, except as permitted by the Village Police Chief under applicable law.
  - 6. All tow trucks shall be operated in accordance with all existing traffic regulations and in a safe and prudent manner. Tow truck drivers will request police assistance during the course of servicing when they find it necessary to turn around, to back up, to tow in a direction opposite to normal traffic, to cross a median or when requiring other help.
  - 7. Each licensee will be responsible for all vehicles and visible contents in his custody towed off the roads under direction of the police. An inventory shall be made at the scene to note such contents of each vehicle.
  - 8. No vehicle will be removed from Village roads or highways traversing the Village without proper authorization from the police at the scene or the owner, as the case may be.

9. The police officer investigating the incident is in complete charge of the incident scene (excluding actual towing operations), and all drivers shall comply with the officer's instructions.
10. The Village and its Police Department shall not be liable to a licensee with respect to towing and/or service rendered to any owner pursuant to the license or otherwise. The licensee shall look to the registered owner of such vehicle for payment of towing and/or storage service charges or any other compensation.
11. If a vehicle is towed by a licensee to premises controlled by the Police Department for the purpose of utilizing the vehicle or its contents as evidence, or in an on-going criminal investigation (i.e. processing for evidence, follow up investigations), such vehicle shall not be released from Police Department custody, except to the licensee, unless the owner of the vehicle furnishes the Police Department with a receipt that all applicable fees for towing and/or service have been paid in full. A second fee may be charged if the vehicle is removed to the licensee's storage area or other destination desired by the Police or vehicle owner. If a vehicle is released by the Police to any party other than the licensee without proper receipt, the Village shall be responsible for all charges, but may pursue its remedy against the owner or other person(s) responsible.
12. Each licensee, prior to departure from the scene of the towing services, shall clean and clear the streets of any debris resulting from any accident at such scene when a tow is performed to the reasonable satisfaction of the police and shall, at all times, carry the necessary equipment to perform such cleaning services and may charge the owner's insurance company for the service.
13. In the event that a licensee refuses to tow at the scene of the incident or refuses to tow when requested by the owner, the police officer assigned to the incident shall report the refusal, in writing, to his superior with all pertinent details. The report of refusal shall be furnished to the Village Police Chief as soon as practicable for evaluation of the licensee's performance of its obligation under the license. No towing operator shall be required to tow any vehicle in an unsafe manner or in such a way as to cause further damage to the vehicle towed or the towing vehicle.
14. No vehicles shall be towed for illegal parking before the issuance of an illegal parking summons.
15. Each licensee shall provide the Village Police Force with a typewritten list of vehicles in its custody that are unclaimed at 12:00 noon every Friday.
16. Vehicles impounded or confiscated by the police and stored by the licensee shall not be released by the licensee without prior written authorization by the police.
17. If a licensee finds that it is unavailable to respond to a police request for service, that licensee shall immediately notify the Village Police Force desk officer or other officer who communicated such request, which officer shall then proceed to obtain the service by contacting the next tower listed until an available tower is found. If the officer is unable to obtain a substitute, he/she may direct the towing operator to obtain one.
18. Only tow truck operators approved by the Village may operate pursuant to the license issued by the Village.
19. The licensee shall agree, at no cost to the Township of South Orange Village, to tow those municipal vehicles in need of a tow and vehicles towed because of involvement in police investigations and will assist in placing chains on police and

rescue squad vehicles during snow emergencies, if requested by the Police Force.

20. Licensee shall not charge a storage or towing fee to the Village when it tows and/or stores a vehicle designated by the Police Department, to be impounded and/or stored as part of a criminal investigation (i.e. vehicle seizure) by the South Orange Police Department or other law enforcement agency operating within the Village, except that this provision shall not prevent the licensee from seeking restitution, including storage or towing fees, in a criminal prosecution resulting from the criminal investigation.

### **Section 3.**

Chapter 143 – 32 Towing is amended as follows:

Description	Code Section	Fee
Application Fee	§ 329-5B	\$300.00
Supplemental Fee	§ 329-5C	\$10.00
License Fee for towers	§ 329-5F	\$450.00
License Fee	§ 329-5F	\$700.00
Basic Tow:		
Light-duty vehicle	§ 329-14B	\$150.00
Medium-duty vehicle	§ 329-14B	\$250.00
Heavy-duty vehicle	§ 329-14B	\$250.00
Mileage Charges (for any tow more than 6 miles from 76 South Orange Avenue, South Orange, NJ)	§ 329-14F	\$5.00 per mile
Road Service:		
Day or Night Rate (does not include the cost of fuel for vehicles out of gas)	§ 329-14I	\$100.00
Recovery and/or Winching Service	§ 329-14B	\$200.00 per hour
Storage Charges: (vehicles over 22' in length are charged double the rate below)		
Inside Secured Storage	§ 329-14E	\$50.00 per 24 hour period
Outside Secured Storage	§ 329-14E	\$40.00 per 24 hour period
Yard Charge (for relocating a vehicle incapable of being driven from the storage facility to a public roadway for removal by another company)	§ 329-14E	\$40.00 per 24 hour period
Other Services:		
Waiting time in excess of 15 minutes	§ 329-14B	\$45.00 per hour
Administrative Fee		\$25.00

### **Section 4.**

Repealer

All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

**Section 5.**

This ordinance shall take effect after final passage and publication as required by law.

**Section 6.**

On passage this ordinance shall be codified.

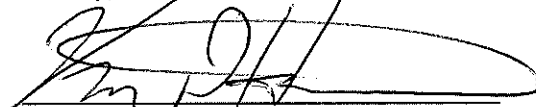
# # #

Introduction – First Reading

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke		X	X			
Coallier	X		X			
Hartshorn Hilton			X			
Jones			X			
Schnall			X			
Zuckerman			X			

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this Ordinance was introduced on first reading by the Board of Trustees at their special meeting held on Monday, December 30, 2019.



Kevin D. Harris  
Village Clerk

Adoption – Second Reading

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

## CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this Ordinance was adopted on second reading by the Board of Trustees at their regular meeting held on Monday, January 27, 2020.

---

Kevin D. Harris  
Village Clerk

Adopted:

Attest:

---

Sheena C. Collum, Village President

---

Kevin D. Harris, Village Clerk

Introduced: December 30, 2019

Adopted:

THE TOWNSHIP OF SOUTH ORANGE VILLAGE

ORDINANCE #2019-28

AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF SOUTH ORANGE VILLAGE, TO REVISE CHAPTER 185, LAND DEVELOPMENT, TO REPEAL ARTICLES 185-XXXIII AND 185-XXXIV IN THEIR ENTIRETY AND CREATE A NEW PART 15, "AFFORDABLE HOUSING" WITH THE ADDITION OF NEW ARTICLES XXXVI, XXXVII, XXXVIII AND XXXIV, TO REVISE "AFFORDABLE HOUSING" PROVISIONS OF THE CODE OF THE TOWNSHIP OF SOUTH ORANGE VILLAGE TO ADDRESS THE REQUIREMENTS OF THE NJ SUPERIOR COURT

**BE IT ORDAINED** by the Board of Trustees of the Township of South Orange Village, a municipal corporation of New Jersey located in Essex County thereof, as follows:

**Section 1.** Article 185-XXXIII, Sections 185-193 to 185-209, "Affordable Housing" and Article 185-XXXIV, Section 185-210 to 185-219, "Development Fees" are repealed in their entirety.

**Section 2.** Chapter 185 is amended by the addition of a new Part 15 "Affordable Housing", Articles XXXVI through XXXIV in the code of the Township of South Orange as follows:

**Chapter 185-  
Land  
Development  
PART 15-  
AFFORDABLE  
HOUSING**

**ARTICLE XXXVI  
General Program Purposes,  
Procedures**

**§185-222. Affordable Housing Obligation.**

- A. This section of the Village Code sets forth regulations regarding the low and moderate income housing units in the Village consistent with the provisions known as the "Substantive Rules of the New Jersey Council on Affordable Housing", N.J.A.C. 5:93 et seq., the Uniform Housing Affordability Controls ("UHAC"), N.J.A.C. 5:80-26.1 et seq., except where modified by the requirements for very-low income housing as established in P.L. 2008, c.46 (the "Roberts Bill", codified at N.J.S.A. 52:27D-329.1) as reflected in the terms of a Settlement Agreement between the Village and Fair Share Housing Center



("FSHC") such that the statutory requirement to provide very-low income units equal to 13% of affordable units approved and constructed after July 17, 2008, to be affordable to households at 30% of the regional median income, overrides the UHAC requirement that 10% of all low- and moderate-income units must be affordable at 35% of the regional median income, and the Village's constitutional obligation to provide a fair share of affordable housing for low and moderate income households.

- B. This Ordinance is intended to assure that very-low, low- and moderate-income units ("affordable units") are created with controls on affordability over time and that very-low, low- and moderate-income households shall occupy these units. This Ordinance shall apply to all inclusionary developments and 100% affordable developments (including those funded with low-income housing tax credit financing) except where inconsistent with applicable law.
- C. The South Orange Village Joint Land Use Board has adopted a Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Plan has also been endorsed by the Village Council of the Village of South Orange. The Fair Share Plan describes the ways the Village shall address its fair share for low- and moderate-income housing as determined by the Superior Court and documented in the Housing Element.
- D. This Ordinance implements and incorporates the Fair Share Plan and addresses the requirements of N.J.A.C. 5:93, as may be amended and supplemented.
- E. The Village shall file monitoring and status reports with Fair Share Housing Center ("FSHC") and place the reports on its municipal website. Any plan evaluation report of the Housing Element and Fair Share Plan and monitoring evaluation report prepared by the Special Master in accordance with N.J.A.C. 5:91 shall be available to the public at the South Orange Municipal Building, 500 West Crescent Avenue, South Orange, New Jersey 07401.
- F. On or about September 15 of each year through the end of the period of Third Round Judgment of Repose, the Village will provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to all parties to the Village's Court-approved Settlement Agreements, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.
- G. The Fair Housing Act includes two provisions regarding action to be taken by the Village during the ten-year period of protection provided in the Village's Court-approved agreement with FSHC. The Village agrees to comply with those provisions as follows:
  - 1. By July 1, 2020, the Village must prepare a midpoint realistic opportunity review, as required pursuant to N.J.S.A. 52:27D-313, which the Village will post on its municipal website, with a copy provided to FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity. Such posting shall invite any interested party to submit comments to the municipality, with a

cop / to FSHC, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the Court regarding these issues. In the event the Court determines that a site or mechanism no longer presents a realistic opportunity and should be replaced or supplemented, then the municipality shall have the opportunity to supplement or revise its plan to correct any deficiency.

2. Within 30 days of September 15, 2020 and September 15, 2024 the Village shall prepare a review of compliance with the very-low income housing requirements required by N.J.S.A. 52:27D-329.1 and its Court- approved Settlement Agreement with FSHC. The Village will post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very-low income requirements, including the family very-low income requirements referenced herein and in the Village's Settlement Agreement with FSHC. Such posting shall invite any interested party to submit comments to the municipality and FSHC on the issue of whether the municipality has complied with its very-low income housing obligation.

**§185-223. Definitions.** As used herein the following terms shall have the following meanings:

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

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

"Administrative agent" means the entity responsible for the administration of affordable units in accordance with this ordinance, N.J.A.C. 5:91, N.J.A.C. 5:93 and N.J.A.C. 5:80-26.1 et seq.

"Affirmative marketing" means 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" means the average percentage of median income at which restricted units in an affordable housing development are affordable to low- and moderate-income households.

"Affordable" means, a sales price or rent within the means of a low- or moderate-income household as defined in N.J.A.C. 5:93-7.4; 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.

"Affordable development" means a housing development all or a portion of which consists of restricted units.

"Affordable housing development" means 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 100% affordable development.

"Affordable housing program(s)" means any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality's fair share obligation.

"Affordable unit" means a housing unit proposed or created pursuant to the Act, credited pursuant to N.J.A.C. 5:93, and/or funded through an affordable housing trust fund.

"Agency" means the New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1, et seq.).

"Age-restricted unit" means 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 where the unit is situated are 62 years or older; or 2) at least 80% of the units are occupied by one person that is 55 years 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.

"Alternative living arrangement" means a structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangement includes, but is not limited to: transitional facilities for the homeless, Class A, B, C, D, and E boarding homes as regulated by the 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" means 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 or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

"Certified household" means a household that has been certified by an Administrative Agent as a low-income household or moderate-income household.

"COAH" means the Council on Affordable Housing, which is in, but not of, the Department of Community Affairs of the State of New Jersey, that was established under the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.).

"DCA" means the State of New Jersey Department of Community Affairs.

"Deficient housing unit" means a housing unit with health and safety code violations that require 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" means any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land proposed to be included in a proposed development including the holder of an option to contract or purchase, or other person having an enforceable proprietary interest in such land.

"Development" means 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.

"Development Fee" means money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:93-8.

"Equalized Assessed Value" means 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 (N.J.S.A. 54:1-35a through 54:1-35c).

"Fair Share Plan" means the plan that describes the mechanisms, strategies and the funding sources, if any, by which the Village 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.

"Green Building Strategies" means 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.

"Housing Element" means the portion of the Village'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 Village's fair share obligation.

"Inclusionary development" means a development containing both affordable units and market rate units. This term includes, but is not necessarily limited to: new construction, the conversion of a non-residential structure to residential and the creation of new affordable units through the reconstruction of a vacant residential structure.

"Low-income household" means a household with a total gross annual household income equal to 50% or less of the median household income.

"Low-income unit" means a restricted unit that is affordable to a low-income household.

"Major system" means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load bearing structural systems.

"Market-rate units" means housing not restricted to low- and moderate-income households that may sell or rent at any price.

"Median income" means the median income by household size for the applicable county, as adopted annually by COAH or approved by the NJ Superior Court.

"Moderate-income household" means a household with a total gross annual household income in excess of 50% but less than 80% of the median household income.

"Moderate-income unit" means a restricted unit that is affordable to a moderate-income household.

"Non-exempt sale" means 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" means a process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one 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" means the maximum housing value in each housing region affordable to a four-person household with an income at 80% of the regional median as defined by adopted/approved Regional Income Limits.

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

"Rent" means 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" means 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, as may be amended and supplemented, but does not include a market-rate unit financed under UHOP or MONI.

"Special master" means an expert appointed by a judge to make sure that judicial orders are followed. A master's function is essentially investigative, compiling evidence or documents to inform some future action by the court.

"UHAC" means the Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26.1 et seq.

"Very-low income household" means a household with a total gross annual household income equal to 30% or less of the median household income.

"Very-low income unit" means a restricted unit that is affordable to a very-low income household.

"Weatherization" means 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 rehabilitation.

**§185-224. New Construction.** The following requirements shall apply to all new or planned developments that contain low- and moderate- income housing units.

- A. **Quantification of Affordable Housing Obligation for Multifamily Developers.** Any multi-family residential development providing a minimum of five (5) new housing units created through any municipal rezoning, planning board, or zoning board action, use or density variance, or redevelopment plan is required to include an affordable housing set-aside in accordance with the requirements of this section. This requirement does not give any developer the right to any such rezoning, variance or other relief, or establish any obligation on the part of the Village of South Orange or its Zoning Board to grant such rezoning, variance or other relief. No subdivision shall be permitted or approved for the purpose of avoiding compliance with this requirement. All zones or districts shall be subject to a mandatory set-aside of affordable dwelling units and shall provide affordable dwellings on site in accordance with the requirements of this section.
- B. Any multifamily residential development of five (5) or more dwelling units, whether sold in fee simple or leased ("for sale" or "for-rent" units) shall provide

a twenty percent (20%) affordable housing set-aside. For example, if five (5) units are proposed on a site, at least one (1) affordable unit must be constructed on site.

- C. Where the set-aside requirement of twenty (20%) percent results in fractional unit obligation, the affordable housing set-aside requirement shall be rounded upwards to the next whole number, with no exceptions, for units to be constructed on or off site. In all other cases, the fractional obligation shall be converted to a monetary payment-in-lieu of constructing affordable housing based upon the payment in lieu provisions set forth in Section §185-225 (E) below. For example, a thirteen-unit (13 unit) development creates an affordable housing obligation of 2.6 units ( $13 \times .20 = 2.60$ ). In that case, the developer would owe a fractional obligation of 0.60 units. According to Section §185-225 (E) below, therefore, the fractional payment in lieu would be \$60,000.00.

**§185-225. Permissible Manner of Satisfaction Of Affordable Housing Obligation Of Residential Developers**

- A. Unless otherwise exempt due to preceding and conflicting governmental approvals, executed agreements, or other vested rights, for all residential developments described above, an applicant shall presumptively satisfy its affordable housing production obligation through on-site housing production in connection with the residential project, which is one of the mechanisms permitted pursuant to COAH's regulations. Notwithstanding the aforementioned presumption, however, the applicant may request to satisfy a maximum of fifty percent (50%) of its non-fractional affordable housing obligation off-site, subject to consent by the Village in its sole discretion. For example, in the 13-unit development referenced above, the applicant would be presumptively required to satisfy its 2-unit affordable housing obligation on site; or may secure consent of the Village to construct one unit on site and one unit off-site. The fractional payment in lieu would be unaffected.
- B. If the applicant secures permission from the Village to provide offsite construction of affordable housing as referenced in paragraph A above, it must satisfy its off-site obligation either through:
1. "Market to Affordable" buy-downs pursuant to N.J.A.C. 5:93-5.10 (for vacant or "never-occupied" units) and/or N.J.A.C. 5:93-5.11 (for the "write down/buy down" of previously occupied units); or
  2. A \$100,000 per-unit Payment In Lieu of constructing the units pursuant to the provisions set forth in Section E below.
- B. Full and complete satisfaction of the affordable housing requirements of this section shall be a specific, automatic, essential and non-severable condition of all land use approvals. Pursuant to this condition, the applicant must demonstrate that it has satisfied the affordable housing condition of approval prior to obtaining the first building permit and compliance with the affordable housing condition shall be a continuing condition of all Board approvals for development.
- C. Phasing. Final site plan or subdivision approval shall be contingent upon the affordable housing development meeting the following phasing schedule for low

and moderate income units whether developed in a single phase development, or in a multi-phase development:

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

- D. Design. In inclusionary developments, low- and moderate- income units shall be integrated with the market units.
- E. Payments-in-lieu and off-site construction. The standards for the collection of payments-in-lieu of constructing affordable units or standards for constructing affordable units off-site, shall be in accordance with the requirements below:
1. The base dollar amount of the payment-in-lieu of constructing an affordable unit ("payment-in-lieu") at the time of adoption of this Ordinance shall be \$100,000, unless the developer can demonstrate to the satisfaction the Governing Body that a payment-in-lieu of \$100,000 per affordable unit would render the proposed inclusionary development economically unfeasible. Developers seeking a lower per-unit payment-in-lieu amount must present, at a minimum, verifiable information, such as pro formas, Phase 1 and 2 environmental studies, and any other relevant facts to aid the Village in applying its discretion regarding the Developer's request for an adjusted payment-in-lieu. In addition to the above-referenced information, the Developer must provide the Village with a proposed adjusted payment-in-lieu amount that, if accepted by the Village, would maintain the economic feasibility of the proposed inclusionary development. The Village shall not adjust the payment-in-lieu amount adjustment lower than \$75,000 per affordable unit.
  2. The Village shall render decisions regarding an applicant's request for an adjusted payment-in-lieu amount on a case-by-case basis and based upon the unique facts of each case. The Village shall be under no obligation to provide an explanation, or otherwise justify its decisions, but may do so at its sole discretion. Decisions rendered by the Village in the past shall be irrelevant to, and therefore non-binding upon, subsequent applications.
  3. At its sole discretion, the Village may periodically adjust the payment-in-lieu amount applicable to inclusionary developments to reflect the cost of constructing a new affordable unit at 52 percent of median income in the region, which shall include the sum of development hard costs, related soft



costs and developer's fees pursuant to the cost-containment provisions of N.J.A.C. 5:43-2.4(a)1 through 6 and land costs equal to 25 percent of the first quartile of new construction costs as reported to the New Jersey Homeowner Warranty Program.

4. The payment-in-lieu, whether or not adjusted by the Village as set forth above, shall be imposed as a condition of development approval by the Joint Land Use Board.
5. Such payments shall be tendered as follows:
  - i. Fifty percent (50%) prior to the first building permit; and
  - ii. Fifty percent (50%) prior to issuance of a certificate of occupancy for each unit.
6. Specific Developments Exempted From/Limited In Making Payments in Lieu of Construction. the following development sites are specifically exempted from this section and must rely upon the applicable Redevelopment Plan:
  - i. 270 Irvington: pursuant to the applicable Redevelopment Plan, 270 Irvington is prohibited from making payments in lieu of construction.
  - ii. Lustbator: pursuant to the applicable Redevelopment Plan and Settlement Agreement with Fair Share Housing Center, Lustbator may make a payment in lieu of \$75,000.00 per unit, pursuant to the payment schedule set forth in subsection (G)5 of this section.
- F. Utilities. Affordable units shall utilize the same type of heating source as market units within the affordable development.
- G. Low/Moderate Split and Bedroom Distribution of Affordable Housing Units. All developments involving the construction of affordable housing shall conform, in all respects, with relevant COAH and UHAC regulations and relevant provisions of the New Jersey FHA, including but not limited to:
  1. The fair share obligation shall be divided equally between low- and moderate- income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low income unit.
  2. In each affordable development, at least 50% of the restricted units within each bedroom distribution shall be low-income units.
  3. At least 13 percent of all restricted rental units within each bedroom distribution shall be very low income units (affordable to a household earning 30 percent or less of regional median income by household size). The very low income units shall be counted as part of the required number of low income units within the development.

4. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
  - i. The combined number of efficiency and one-bedroom units shall be no greater than 20% of the total low- and moderate-income units;
  - ii. At least 30% of all low- and moderate-income units shall be two bedroom units;
  - iii. At least 20% of all low- and moderate-income units shall be three bedroom units; and
  - iv. The remaining units may be allocated among two and three bedroom units at the discretion of the developer.
5. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

H. Accessibility Requirements:

1. The first floor of all new restricted townhouse dwelling units and all restricted multistory dwelling units attached to at least one (1) other dwelling unit shall be subject to the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.
2. All restricted townhouse dwelling units and all restricted multistory dwelling units attached to at least one (1) other dwelling unit shall have the following features:
  - (a) An adaptable toilet and bathing facility on the first floor;
  - (b) An adaptable kitchen on the first floor;
  - (c) An interior accessible route of travel on the first floor;
  - (d) An interior accessible route of travel shall not be required between stories within an individual unit;
  - (e) 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
  - (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 the Village has collected funds from

the developer sufficient to make 10% of the adaptable entrances in the development accessible:

- (1) Where a unit has been 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.
- (2) To this end, the builder of restricted units shall deposit funds within the Village of South Orange's affordable housing trust fund sufficient to install accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.
- (3) The funds deposited under paragraph (2) herein, shall be used by the Village for the sole 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.
- (4) The developer of the restricted units shall submit a design plan and cost estimate for the conversion from adaptable to accessible entrances to the Construction Official of the Village of South Orange.
- (5) Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Village of South Orange's affordable housing trust fund in care of the Municipal Treasurer who shall ensure that the funds are deposited into the affordable housing trust fund and appropriately earmarked.
- (6) Full compliance with the foregoing provisions 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.

#### I. 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 using calculation procedures approved by the Court.

2. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60% of median income, and the average rent for restricted low- and moderate-income units shall be affordable to households earning no more than 52% of median income.
3. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units.
  - (a) At least 13% of all low- and moderate-income rental units shall be affordable to households earning no more than 30% of median income.
4. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70% of median income, and each affordable development must achieve an affordability average of 55% for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type.
5. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units other than assisted living facilities, the following standards shall be met:
  - (a) A studio or efficiency unit 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.
6. In determining the initial rents for compliance with the affordability average requirements for restricted units in assisted living facilities, the following standards shall be met:
  - (a) A studio or efficiency unit shall be affordable to a one-person household;
  - (b) A one-bedroom unit shall be affordable to a one and one-half person

household; and

- (c) A two-bedroom unit shall be affordable to a two-person household or to two and one-half person household.

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 95% 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 28% 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 30% of the eligible monthly income of the appropriate household size 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.

Income limits for all units for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Village annually within 30 days of the publication of determinations of median income by HUD as follows:

- (a) Regional income limits shall be established for the Region 2 based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in Region 2. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average medium income for a family of four. The

income limit for a very-low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

- (b) The income limits calculated each year shall be the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for the relevant fiscal year, and shall be utilized until the Village updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
  - (c) The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Village annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.
- 10. The rent levels of very-low-, low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the Northeast Urban Area, upon its publication for the prior calendar year. This increase shall not exceed nine percent in any one 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.
  - 11. 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.

**§185-226. Condominium and Homeowners Association Fees.**

For any affordable housing unit that is part of a condominium association and/or homeowner's association, the Master Deed shall reflect that the association fee assessed for each affordable housing unit shall be established at 100% of the market rate fee.

**§185-227.** Reserved.

**§185-228.** Reserved.

**§185-229.** Reserved.

**§185-230.** Reserved.

## **ARTICLE XXXVII**

### **Affordable Unit Controls and Requirements**

#### **§185-231. Purpose.**

The requirements of this section apply to all developments that contain affordable housing units, including any currently unanticipated future developments that will provide low- and moderate- income housing units.

#### **§185-232. Affirmative Marketing.**

- A. The Village shall adopt by resolution an Affirmative Marketing Plan, subject to approval of the Superior Court, compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.
- B. 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, sponsor or owner 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 COAH Housing Region 2 and covers the period of deed restriction.
- C. The affirmative marketing plan shall provide a regional preference for all households that live and/or work in COAH Housing Region 2, comprised of Essex, Morris, and Union Counties.
- D. The Administrative Agent designated by the Village shall assure the affirmative marketing of all affordable units is consistent with the Affirmative Marketing Plan for the municipality.
- E. The Village shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, Oranges and Maplewood NAACP, Newark NAACP, Morris County NAACP, Elizabeth NAACP, and the Supportive Housing Association, and shall, as part of its regional affirmative marketing strategies during its implementation of this plan, provide notice to those organizations of all available affordable housing units. The Village also agrees to notice other entities, including developers or other companies retained to do affirmative marketing, to comply with this paragraph.
- F. In implementing the affirmative marketing plan, the Administrative Agent shall

provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

- G. The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy.
- H. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by the Village of South Orange.

**§185-233. Occupancy Standards.**

- A. 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:
  - 1. Provide an occupant for each bedroom;
  - 2. Provide separate bedrooms for parents and children;
  - 3. Provide children of different sexes with separate bedrooms; and
  - 4. Prevent more than two persons from occupying a single bedroom.
- B. Additional provisions related to occupancy standards (if any) shall be provided in the municipal Operating Manual.

**§185-234. Selection of Occupants of Affordable Housing Units.**

- A. The administrative agent shall use a random selection process to select occupants of low- and moderate- income housing.
- B. A waiting list of all eligible candidates will be maintained in accordance with the provisions of N.J.A.C. 5:80-26 *et seq.*

**§185-235. Control Periods for Restricted Ownership Units and Enforcement Mechanisms.**

- A. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, and each restricted ownership unit shall remain subject to the controls on affordability for a period of at least 30 years, until the municipality takes action to release the controls on affordability.
- B. Rehabilitated owner-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of 10 years.



- C. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
- D. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.
- E. A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official 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), as may be amended and supplemented.

**§185-236. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices.**

Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, including:

- A. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.
- 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 method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the low- and moderate-income unit owners and the market unit owners.
- 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 the addition of a bathroom.

**§185-237. Buyer Income Eligibility.**

- A. Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50% of median income and moderate-income ownership unit shall be reserved for households with a gross household income less than 80% of median income.
- B. 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 particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as

applicable) does not exceed 33% of the household's certified monthly income.

**§185-238. Limitations on indebtedness secured by ownership unit; subordination.**

- A. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the administrative agent shall determine in writing that the proposed indebtedness complies with the provisions of this section.
- B. With the exception of original purchase money mortgages, during a control period neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95% of the maximum allowable resale price of that unit, as such price is determined by the administrative agent in accordance with N.J.A.C. 5:80-26.6(b).

**§185-239. Control Periods for Restricted Rental Units.**

- A. Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, and each restricted rental unit shall remain subject to the controls on affordability for a period of at least 30 years, until the municipality takes action to release the controls on affordability.
  - 1. Restricted rental units created as part of developments receiving nine percent (9%) Low Income Housing Tax Credits must comply with a control period of not less than a 30-year compliance period plus a 15-year extended use period.
- B. Rehabilitated renter-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of 10 years.
- C. 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 of Essex. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.
- D. A restricted rental unit shall remain subject to the affordability controls of this Ordinance, 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.

**§185-240. Price Restrictions for Rental Units; Leases.**

- A. A written lease shall be required for all restricted rental units, except for units in an

assisted living residence, 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 5% 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 Ordinance.

**§185-241. Tenant Income Eligibility.**

1. Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:
2. Very-low-income rental units shall be reserved for households with a gross household income less than or equal to 30% of median income.
3. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of median income.
4. Moderate-income rental units shall be reserved for households with a gross household income less than 80% of median income.
5. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very-low-income, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the household's eligible monthly income *as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented*; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
6. The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
7. The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
8. The household is currently in substandard or overcrowded living conditions;
9. The household documents the existence of assets with which the household proposes to supplement the rent payments; or

10. The household documents 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.
11. The applicant shall file documentation sufficient to establish the existence of the circumstances in (b)1 through 5 above with the Administrative Agent, who shall counsel the household on budgeting.

**§185-242. Conversions.**

Each housing unit created through the conversion of a non-residential structure shall be considered a new housing unit and shall be subject to the affordability controls for a new housing unit.

**§185-243. Alternative Living Arrangements.**

- A. The administration of an alternative living arrangement shall be in compliance with N.J.A.C. 5:93-5.8 and UHAC, with the following exceptions:
  1. Affirmative marketing (N.J.A.C. 5:80-26.15), provided, however, that the units or bedrooms may be affirmatively marketed by the provider in accordance with an alternative plan approved by the Court;
  2. Affordability average and bedroom distribution (N.J.A.C. 5:80-26.3).
- B. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, alternative living arrangements shall have at least 30 year controls on affordability in accordance with UHAC, unless an alternative commitment is approved by the Court.
- C. The service provider for the alternative living arrangement shall act as the Administrative Agent for the purposes of administering the affirmative marketing and affordability requirements for the alternative living arrangement.

**§185-244.** Reserved.

**§185-245.** Reserved.

**ARTICLE XXXVIII  
Administration**

**§185-246. Municipal Housing Liaison.**

- A. The position of Municipal Housing Liaison for the Village of South Orange is hereby established. The Municipal Housing Liaison shall be appointed by duly adopted resolution of the Village Council and be subject to the approval by the Superior Court.

- B. The Municipal Housing Liaison must be either a full-time or part-time employee of the Village of South Orange.
- C. The Municipal Housing Liaison must meet the requirements for qualifications, including initial and periodic training found in N.J.A.C. 5:93.
- D. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the Village of South Orange, including the following responsibilities which may not be contracted out to the Administrative Agent:
  - 1. Serving as the municipality's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;
  - 2. The implementation of the Affirmative Marketing Plan and affordability controls.
  - 3. When applicable, supervising any contracting Administrative Agent.
  - 4. Monitoring the status of all restricted units in the Village of South Orange's Fair Share Plan;
  - 5. Compiling, verifying and submitting annual reports as required by the Superior Court;
  - 6. Meeting with affordable housing developers and Administrative Agents, as applicable; and
  - 7. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing as offered or approved by the Superior Court.

**§185-247. Administrative Agent.**

- A. The Village shall designate by resolution of the Village Council, subject to the approval of the Superior Court, one or more Administrative Agents to administer newly constructed affordable units in accordance with N.J.A.C. 5:93 and UHAC.
- B. An Operating Manual shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body and subject to approval of the Superior Court. The Operating Manuals shall be available for public inspection in the Office of the Municipal Clerk and in the office(s) of the Administrative Agent(s).
- C. The Administrative Agent shall perform the duties and responsibilities of an administrative agent as are set forth in UHAC and which are described in full detail in the Operating Manual, including those set forth in N.J.A.C. 5:80-26.14, 16 and 18 thereof, which includes:
  - 1. Attending continuing education opportunities on affordability controls,

compliance monitoring, and affirmative marketing as offered or approved by the Superior Court;

2. Affirmative Marketing;
3. Household Certification;
4. Affordability Controls;
5. Records retention;
6. Resale and re-rental;
7. Processing requests from unit owners; and
8. Enforcement, although the ultimate responsibility for retaining controls on the units rests with the municipality.
9. The Administrative Agent shall, as delegated by the Village Council, have the authority to take all actions necessary and appropriate to carry out its responsibilities, hereunder.

**§185-248. Enforcement of Affordable Housing Regulations.**

- A. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an Owner, Developer or Tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
- B. After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
  1. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is found by the court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the court:
    - (a) A fine of not more than \$500.00 or imprisonment for a period not to exceed 90 days, or both. Each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a

continuing offense;

(b) In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Village of South Orange Affordable Housing Trust Fund of the gross amount of rent illegally collected;

(c) In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.

2. The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- and moderate-income unit.
- C. Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.
  - D. The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for and to the extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.
  - E. Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate- income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken

by means of the Sheriff's sale shall not be entitled to any right of redemption.

- F. If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.
- G. Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.
- H. The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

**§185-249. Appeals.** Appeals from all decisions of an Administrative Agent designated pursuant to this Ordinance shall be filed in writing with the Village.

#### **Article XXXVIV Developer Fees**

#### **§185-250. Purpose**

- A. 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.
- B. 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 court of competent jurisdiction and have a COAH-approved spending plan may retain fees collected from non-residential development.
- C. 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.

- D. This ordinance 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 ordinance shall be used for the sole purpose of providing low- and moderate-income housing. This ordinance shall be interpreted within the framework of COAH's rules on development fees, codified at N.J.A.C. 5:93-8.

#### **§185-251. Basic requirements**

- A. This ordinance shall not be effective until approved by Superior Court approves the Borough's development fee ordinance in accordance with N.J.A.C. 5:93-8.
- B. The Township of South Orange Village shall not spend development fees until the Superior Court has approved a plan for spending such fees in conformance with *N.J.A.C.* 5:93-8.

#### **§185-252. Definitions**

- A. The following terms, as used in this ordinance, shall have the following meanings:
  - 1. **"Affordable housing development"** means 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 100 percent affordable development.
  - 2. **"COAH"** or the **"Council"** means the New Jersey Council on Affordable Housing established under the Act which has primary jurisdiction for the administration of housing obligations in accordance with sound regional planning consideration in the State. Pursuant to the opinion and order of the New Jersey Supreme Court dated March 10, 2015, in the matter of "In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing (M-392-14) 067126," any reference to COAH or the Council shall be understood to refer to the Superior Court of New Jersey, Law Division-Essex County.
  - 3. **"Development fee"** means money paid by a developer for the improvement of property as permitted in *N.J.A.C.* 5:97-8.3.
  - 4. **"Developer"** means 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.

5. **"Equalized assessed value"** means 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).
6. **"Green building strategies"** means 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.

### **§185-253. Residential Development Fees**

#### **A. Imposed fees**

1. Within all zoning districts, residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of one and a half percent (1.5%) of the equalized assessed value for residential development provided no increased density is permitted.
2. 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 percent (6%) 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.

#### **B. Eligible exactions, ineligible exactions and exemptions for residential development**

1. Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.
2. 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.
3. Owner-occupied residential structures demolished and replaced as a result of a fire, flood, or natural disaster shall be exempt from paying a development fee.
4. 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.

**§185-254. Non-residential Development Fees**

**A. Imposed fees**

1. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to two and one-half percent (2.5%) of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.
2. Non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to two and one-half percent (2.5%) of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.
3. 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.

**B. Eligible exactions, ineligible exactions and exemptions for non-residential development**

1. The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to the two and a half (2.5) percent development fee, unless otherwise exempted below.
2. The 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.
3. Non-residential 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.
4. A developer of a non-residential development exempted from the non-residential 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 non-residential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later.

5. If a property which was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by the Township of South Orange Village as a lien against the real property of the owner.

**§185-255. Collection Procedures**

- A. 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.
- B. For non-residential 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 non-residential development shall complete Form N-RDF as per the instructions provided. The construction official shall verify the information submitted by the non-residential 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.
- C. 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.
- D. Within 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.
- E. 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.
- F. Within 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.
- G. Should the Township of South Orange Village fail to determine or notify the developer of the amount of the development fee within 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).
- H. Fifty 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.

I. Appeal of development fees

1. 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 South Orange Village. 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 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
2. A developer may challenge non-residential 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 45 days of receipt of the challenge, collected fees shall be placed in an interest bearing escrow account by the Township of South Orange Village. 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 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

**§185-256. Affordable Housing Trust Fund**

- A. 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 non-residential developers and proceeds from the sale of units with extinguished controls.
- B. The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:
  1. Payments in lieu of on-site construction of affordable units;
  2. Developer contributed funds to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached development accessible;
  3. Rental income from municipally operated units;
  4. Repayments from affordable housing program loans;
  5. Recapture funds;
  6. Proceeds from the sale of affordable units; and

7. Any other funds collected in connection with the Township of South Orange Village's affordable housing program.
- C. In the event of a failure by the Township of South Orange Village 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 South Orange Village, or, if not practicable, then within the County or the Housing Region.
- D. 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.
- E. All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by the Court.

**§185-257. Use of funds**

- A. The expenditure of all funds shall conform to a spending plan approved by the Court. Funds deposited in the housing trust fund may be used for any activity approved by the Court to address the Township of South Orange Village'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 non-residential 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. 5:93-8 and specified in the approved spending plan.
- B. Funds shall not be expended to reimburse the Township of South Orange Village for past housing activities.

- C. At least thirty percent (30%) 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 of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning thirty percent (30%) or less of median income by region.
1. 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.
  2. Affordability assistance to households earning thirty percent (30%) 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 percent (30%) or less of median income.
  3. 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.
- D. The Township of South Orange Village 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. 5:94-7.
- E. No more than twenty percent (20%) 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 percent (20%) 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 monitoring requirements for the affordable housing in compliance with the Housing Element and Fair Share Plan. 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.

#### **§185-258. Monitoring**

On an annual basis commencing with the first anniversary of the entry of the Order granting a Final Judgment of Compliance and Repose The Township of South Orange Village shall provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs ("DCA"), COAH, or Local Government Services ("LGS"), 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 DCA, COAH, or LGS. This reporting shall include an accounting of all housing trust fund activity, including 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's housing program, as well as to the expenditure of revenues and implementation of the plan approved by the court.

### **§185-259. Ongoing collection of fees**

- A. The ability for the Township of South Orange Village to impose, collect and expend development fees shall expire with its substantive certification unless the Township of South Orange Village has filed an adopted Housing Element and Fair Share Plan with the court or other appropriate jurisdiction, has filed a Declaratory Judgment action and has received court approval of its development fee ordinance. If the Township of South Orange Village fails to renew its ability to impose and collect development fees prior to the expiration of 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 South Orange Village shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its judgment of compliance and repose, nor shall the Township of South Orange Village retroactively impose a development fee on such a development. The Township of South Orange Village shall not expend development fees after the expiration of judgment of compliance and repose.

### **Section 3.**

#### **Repealer**

All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

### **Section 4.**

This ordinance shall take effect after final passage and publication as required by law.

### **Section 5.**

On passage this ordinance shall be codified.



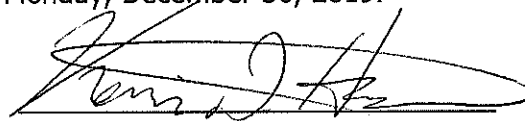
# # #

Introduction – First Reading

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke			X			
Coallier			X			
Hartshorn Hilton	X		X			
Jones			X			
Schnall			X			
Zuckerman		X	X			

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this Ordinance was introduced on first reading by the Board of Trustees at their special meeting held on Monday, December 30, 2019.



Kevin D. Harris  
Village Clerk

Adoption – Second Reading

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this Ordinance was adopted on second reading by the Board of Trustees at their regular meeting held on Monday, January 27, 2020.

---

Kevin D. Harris  
Village Clerk

Adopted:

---

Sheena C. Collum, Village President

Attest:

---

Kevin D. Harris, Village Clerk

**RESOLUTION 20-  
TOWNSHIP OF SOUTH ORANGE VILLAGE PLANNING BOARD  
CONSISTENCY REPORT PURSUANT TO N.J.S.A. 40:55D-26**

**WHEREAS**, pursuant to N.J.S.A. 40:55D-64, the Governing Body of a Municipality shall refer any proposed zoning ordinance or amendment thereto to its Planning Board prior to hearing on the adoption of such zoning ordinance or amendment; and

**WHEREAS**, pursuant to N.J.S.A. 40:55D-26, the Planning Board shall make and transmit to the Governing Body a report with respect to such zoning ordinance or amendment thereto including identification of any provisions in the proposed regulation, revision or amendment which are inconsistent with the Master Plan and recommendations concerning these inconsistencies and any other matters as the Board deems appropriate; and

**WHEREAS**, on January 6, 2020, the Planning Board adopted the amended Round 3 Housing Element and Fair Share Plan of the Township of South Orange Village's Master Plan;

**WHEREAS**, the Governing Body has submitted to the Planning Board a proposed ordinance amendment entitled, **AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF SOUTH ORANGE VILLAGE, TO REVISE CHAPTER 185, LAND DEVELOPMENT, TO REPEAL ARTICLES 185-XXXIII AND 185-XXXIV IN THEIR ENTIRETY AND CREATE A NEW PART 15, "AFFORDABLE HOUSING" WITH THE ADDITION OF NEW ARTICLES XXXVI, XXXVII, XXXVIII AND XXXIV, TO REVISE "AFFORDABLE HOUSING" PROVISIONS OF THE CODE OF THE TOWNSHIP OF SOUTH ORANGE VILLAGE TO ADDRESS THE REQUIREMENTS OF THE NJ SUPERIOR COURT**; and


**WHEREAS**, the Planning Board conducted a meeting on January 6, 2020 due notice of said meeting having been given in accordance with New Jersey Statutes, the Open Public Meetings Act, and the Municipal Land Use Law, and a quorum of the Planning Board being present, the Board reviewed and considered the proposed amendments to the Zoning Ordinance to determine their consistency with the Master Plan and Re-Examination Report, the Planning Board does hereby make the following report to the Governing Body of the Municipality:

1. The purpose of the proposed Ordinance is to assure that very-low, low, and moderate income units are created with controls on affordability and that very-low, low, and moderate income households shall occupy those units.
2. The proposed Ordinance is consistent with the South Orange Village Master Plan.
3. The Planning Board recommends that the Village periodically re-examine whether the Payment-In-Lieu amount required by the Ordinance is adequate to generate additional affordable housing in the Village.
4. The Planning Board recommends that the Village should promptly utilize funds collected from payments-in-lieu in order to promptly provide additional affordable units in the Village.
5. The Planning Board recommends that the Village Trustees consider requiring an increased percentage of on-site affordable units.

**NOW, THEREFORE, BE IT RESOLVED** by the Planning Board on this 6<sup>th</sup> Day of January, 2020 that the within report be transmitted to the Governing Body of the Municipality forthwith.

I HEREBY CERTIFY that the above is a true and exact copy of the report adopted by the Planning board of the Township of South Orange Village at its meeting held on January 6, 2020.

Dated: January 10, 2020

  
OJETTI DAVIS, Secretary  
South Orange Village Planning Board

Introduced: January 13, 2020

Adopted:

THE TOWNSHIP OF SOUTH ORANGE VILLAGE

ORDINANCE # 2020-01

AN ORDINANCE AMENDING THE VILLAGE CODE, CHAPTER 143, "FEES", BY AMENDING THE MEMBERSHIP AND PROGRAM FEES FOR THE UPCOMING 2020 YEAR.

**BE IT ORDAINED**, by the Board of Trustees of the Township of South Orange Village, a municipal corporation of New Jersey located in Essex County thereof, as follows:

**Section 1.**

Section 143-17 is hereby amended by the addition of the following Tennis Tournament Entry Fee entry:

Tennis Tournament Entry Fee	<u>Ch. 220, Article III</u>	\$10 - \$40
-----------------------------	-----------------------------	-------------

**Section 2.**

Section 143-17 is hereby amended by amending and restating the following entries:

<b>Description</b>	<b>Code Section</b>	<b>Fee</b>
Resident I.D. Membership up through April 1st	<u>Ch. 220, Article III</u>	\$30/year up to maximum of \$120 per family
Resident I.D. Membership after April 1st	<u>Ch. 220, Article III</u>	\$35/year up to maximum of \$140 per family
Swim Team	<u>Ch. 220, Article III</u>	\$135
Baseball- Spring	<u>Ch. 220, Article III</u>	\$120
Baseball- Summer Travel, Ages 8-10	<u>Ch. 220, Article III</u>	\$250
Baseball- Summer Travel, Ages 11-15	<u>Ch. 220, Article III</u>	\$300
Basketball- Suburban Travel Teams	<u>Ch. 220, Article III</u>	\$195
Basketball- Recreation League	<u>Ch. 220, Article III</u>	\$95
Softball- Adult League	<u>Ch. 220, Article III</u>	\$1,300 per team

### **Section 3**

Repealer

All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

### **Section 4**

This ordinance shall take effect after final passage and publication as required by law.

### **Section 5**

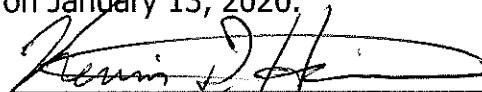
On passage this ordinance shall be codified.

#### **Introduction – First Reading**

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke			X			
Coallier			X			
Hartshorn Hilton		X	X			
Jones	X		X			
Schnall						X
Zuckerman			X			

#### **CERTIFICATION**

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this Ordinance was introduced on first reading by the Board of Trustees at their meeting held on January 13, 2020.



Kevin D. Harris  
Village Clerk

#### **Adoption – Second Reading**

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

## CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this Ordinance was adopted on second reading by the Board of Trustees at their meeting held on January 27, 2020.

---

Kevin D. Harris  
Village Clerk

Adopted:

Attest:

---

Sheena C. Collum, Village President

---

Kevin D. Harris, Village Clerk

Introduced: January 13, 2020

Adopted:

THE TOWNSHIP OF SOUTH ORANGE VILLAGE

ORDINANCE #2020-02

AN ORDINANCE AMENDING AND RESTATING CHAPTER 3, SECTION 36B,  
"UNIFORMED OFFICERS" BY AMENDING THE NUMBER OF UNIFORMED OFFICERS.

**WHEREAS**, the Township of South Orange Village (the "Township") has by ordinance created a police department, with a Chief of Police and a certain number of police officers; and

**WHEREAS**, in order to comply with N.J.S.A. 40A:14-118 regarding the creation and organization of the police department, the civilian line of authority, and to ensure that internal investigations and discipline of police officers conforms with statute, regulations and appropriate guidelines promulgated by the Attorney General, and to provide Township Police Officers with appropriate due process, it is appropriate to amend sections of the Police Department ordinance,

**NOW THEREFORE BE IT ORDAINED** by the Board of Trustees of the Township of South Orange Village, a municipal corporation of New Jersey located in Essex County thereof, as follows:

**Section 1.**

Chapter 3, Section 36B is hereby amended and restated in its entirety as follows:

3-36.B.Uniformed officers. The South Orange Police Force shall consist of uniformed officers who shall occupy the following ranks:

- (1) One (1) Chief of Police;
- (2) No more than one (1) Captain of Police;
- (3) No more than eight (8) Lieutenants of Police, including Detective Lieutenant;
- (4) No more than eight (8) Sergeants of Police, including Detective Sergeant;
- (5) No more than twenty – nine (29) police officers, inclusive of detectives; and
- (6) No more than ten (10) Class 1 special police officers

**Section 2.**

Repealer

All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

**Section 3.**

This ordinance shall take effect after final passage and publication as required by law.

**Section 4.**

On passage this ordinance shall be codified.

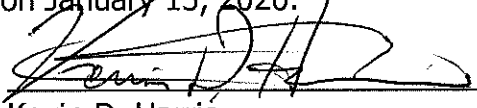


Introduction – First Reading

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke			X			
Coallier			X			
Hartshorn Hilton			X			
Jones	X		X			
Schnall						X
Zuckerman		X	X			

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this Ordinance was introduced on first reading by the Board of Trustees at their meeting held on January 13, 2020.

  
Kevin D. Harris  
Village Clerk

Adoption – Second Reading

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this Ordinance was adopted on second reading by the Board of Trustees at their meeting held on January 27, 2020.

\_\_\_\_\_  
Kevin D. Harris  
Village Clerk

Adopted:

---

Sheena C. Collum, Village President

Attest:

---

Kevin D. Harris, Village Clerk

Introduced: January 13, 2020

Adopted:

THE TOWNSHIP OF SOUTH ORANGE VILLAGE

ORDINANCE #2020-03

AN ORDINANCE ESTABLISHING SALARY RANGES FOR CERTAIN NON-UNION  
AND SUPERVISORY PERSONNEL

**BE IT ORDAINED**, by the Board of Trustees of the Township of South Orange Village,  
a municipal corporation of New Jersey, located in Essex County thereof, as follows:

**Section 1. Salary Ranges for Non-Union and Supervisory Personnel**

The Salary ranges for the following Non-Union and Supervisory Personnel from January  
1, 2020, until subsequently amended, are hereby established as follows:

	<u>Minimum</u>	<u>Maximum</u>
Assistant Public Works Director	\$65,000.00	\$100,000.00
Assistant Director Recreation/Facilities	\$45,000.00	\$65,000.00
Assistant Supervisor Public Works	\$60,000.00	\$90,000.00
Chief Financial Officer	\$5,000.00	\$55,000.00
Communications Coordinator	\$45,000.00	\$60,000.00
Communications Manager	\$55,000.00	\$70,000.00
Deputy Engineer	\$60,000.00	\$90,000.00
Deputy Municipal Clerk	\$55,000.00	\$75,000.00
Deputy Village Administrator	\$85,000.00	\$120,000.00
Director of Code Enforcement	\$85,000.00	\$120,000.00
Director of Public Works	\$95,000.00	\$130,000.00
Director of Recreation/Cultural Affairs	\$85,000.00	\$120,000.00
Engineer	\$120,000.00	\$180,000.00
Executive Assistant	\$45,000.00	\$65,000.00
Fire Chief	\$150,000.00	\$185,000.00
Fire Official	\$10,000	\$20,000
Health Officer	\$80,000.00	\$110,000.00
IT Manager	\$70,000.00	\$95,000.00
IT Technician	\$45,000.00	\$65,000.00
Library Assistant	\$40,000.00	\$65,000.00
Library Director	\$85,000.00	\$120,000.00
Magistrate	\$30,000.00	\$55,000.00
Magistrate Chief	\$30,000.00	\$60,000.00
Municipal Clerk	\$85,000.00	\$120,000.00
Office Manager	\$50,000.00	\$70,000.00
Police Captain	\$160,000.00	\$190,000.00
Police Chief	\$170,000.00	\$195,000.00

Principal Librarian	\$75,000.00	\$110,000.00
Purchasing Agent	\$25,000.00	\$55,000.00
Recreation Leader	\$45,000.00	\$60,000.00
Senior Librarian	\$45,000.00	\$90,000.00
Senior Library Assistant	\$30,000.00	\$65,000.00
Supervisor Public Works	\$70,000.00	\$100,000.00
Tax Assessor	\$85,000.00	\$125,000.00
Tax Collector	\$85,000.00	\$125,000.00
Treasurer	\$40,000.00	\$60,000.00
Village Administrator	\$135,000.00	\$185,000.00
Village Prosecutor	\$20,000.00	\$40,000.00
Village Public Defender	\$20,000.00	\$35,000.00
Zoning Officer	\$10,000.00	\$20,000.00

Specific salaries shall be set within the above ranges by Resolution of the Board of Trustees.

## **Section 2. Repealer**

All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

## **Section 3. Effective Date**

This ordinance shall take effect as provided by law.

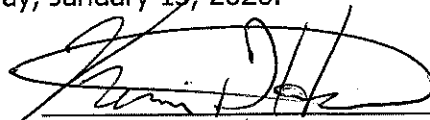
###

### Introduction – First Reading

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke		X	X			
Coallier			X			
Hartshorn Hilton	X		X			
Jones			X			
Schnall						X
Zuckerman			X			

### **CERTIFICATION**

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this Ordinance was introduced on first reading by the Board of Trustees at their meeting held on Monday, January 13, 2020.

  
 Kevin D. Harris  
 Village Clerk

Adoption – Second Reading

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this Ordinance was adopted on second reading by the Board of Trustees at their meeting held on Monday, January 27, 2020.

\_\_\_\_\_  
Kevin D. Harris  
Village Clerk

Attest:

\_\_\_\_\_  
Sheena C. Collum  
Village President

\_\_\_\_\_  
Kevin D. Harris  
Village Clerk

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION AUTHORIZING THE HIRING OF A PART-TIME SWIM TEAM  
COACH IN THE DEPARTMENT OF RECREATION AND CULTURAL AFFAIRS  
FOR THE TOWNSHIP OF SOUTH ORANGE VILLAGE

BE IT RESOLVED, by the Board of Trustees of the Township of South Orange Village that it hereby affirms the Village Administrator's appointment of the following individual as a new part-time hire for the Department of Recreation & Cultural Affairs, based upon the recommendation of the Director of the Department of Recreation and Cultural Affairs, with the appointment to become effective January 1, 2020.

(SEE ATTACHED LETTER, DATED JANUARY 10, 2020)

# # #

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their regular meeting held on Monday, January 27, 2020.

---

Kevin D. Harris  
Village Clerk

*Village of South Orange  
Department of Recreation & Cultural Affairs  
298 Walton Avenue  
South Orange, NJ 07079  
(973) 378-7754*

Memo to: Adam Loehner

cc: Kevin Harris  
Diane Travers

From: Kate Schmidt

Re: Recreation & Cultural Affairs- Part Time Staff

Date: January 10, 2020

Please add and/or update the following individuals for Village payroll.

Diane Travers will follow up with required paperwork.

<u>Address</u>	<u>Program/Position</u>	<u>Begin Date</u>	<u>Rate of Pay</u>	<u>Notes</u>
Christina Keller	Swim Team Head Coach 2020	Jan. 1, 2020	\$20.50/Hour	Returning Staff

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION AUTHORIZING THE APPOINTMENT AND HIRING OF  
SARA KEFFER AS THE FULL-TIME RECREATION LEADER IN THE  
DEPARTMENT OF RECREATION AND CULTURAL AFFAIRS FOR  
THE TOWNSHIP OF SOUTH ORANGE VILLAGE

WHEREAS there exists a vacancy in the Department of Recreation and Cultural Affairs due to the Administration's decision to create a position of Recreation Leader; and

WHEREAS, the Director of the Department of Recreation and Cultural Affairs has recommended the appointment of Sara Keffer as the full-time Recreation Leader in the aforementioned department.

BE IT RESOLVED, by the Board of Trustees of the Township of South Orange Village that it hereby authorizes and affirms the Village Administrator's appointment of Sara Keffer as the Recreation Leader in the South Orange Department of Recreation and Cultural Affairs effective February 18, 2020; and

BE IT FURTHER RESOLVED, that the salary and benefits of the position shall be in accordance with most recently adopted salary ordinance and Exhibit A annexed hereto.

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees of the Township of South Orange Village at their Regular Meeting held on Monday, January 27, 2020.

---

Kevin D. Harris  
Village Clerk





## Township of South Orange Village

Adam D. Loehner  
Village Administrator

January 17, 2020

Ms. Sara Keffer

**Re: South Orange Recreation Leader**

Dear Ms. Keffer,

I am pleased to advise you that I have discussed our Recreation Leader position with the Village President and would like to offer you the position on the terms set forth on the attached Exhibit A.

As you have discussed with the Deputy Director of Recreation and Cultural Affairs, Peter Travers, we are prepared for you to start as soon as possible, recognizing your need to provide adequate notice to your current employer. Please confirm your start date by January 22, 2020, in order for us to prepare an official hiring resolution on Monday, January 27, 2020.

Please confirm your acceptance of the above offer and we look forward to you joining us.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Adam D. Loehner".

Adam D. Loehner  
Village Administrator

Cc: Sheena C. Collum, Village President

## Exhibit A

The terms and conditions of employment upon which Ms. Sara Keffer is appointed are as follows:

- **Position:** Recreation and Cultural Affairs – Recreation Leader
- **Start Date:** To be Determined
- **Hours of Work:** Full time position, M – F 8:30 – 4:30 with occasional nights and weekends for meeting and events.
- **Annual 2020 Salary:** \$55,000 annually (pro-rated from start date)
- **Health Insurance:** Same as all other full time employees, which includes full family coverage, and subject to eligibility under State law, and subject to statutory contributions as required by State law. (Commences 60 days after employment)
- **Dental Insurance:** Full family dental coverage the same as all other full time employees, subject to any standard waiting period.
- **Vacation:** 1 day per month for the first year and 15 days thereafter.
- **Sick Leave:** 15 days per year.
- **Holidays:** 12 paid Holidays per year.

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION OF THE TOWNSHIP OF SOUTH ORANGE VILLAGE, IN THE COUNTY OF ESSEX, NEW JERSEY DESIGNATING BLOCK 2303, LOTS 7, 8, 9, 10 AND 11 AS A CONDEMNATION AREA IN NEED OF REDEVELOPMENT UNDER THE LOCAL REDEVELOPMENT AND HOUSING LAW, *N.J.S.A. 40A:12A-1 ET SEQ.*

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, as amended and supplemented (the "**Redevelopment Law**"), authorizes municipalities to determine whether certain parcels of land located therein constitutes an area in need of redevelopment; and

WHEREAS, on March 11, 2019, the Board of Trustees (the "**Board of Trustees**") of the Township of South Orange Village (the "**Village**"), adopted Resolution 2019-067 directing the Village Planning Board (the "**Planning Board**") to undertake an investigation to: (i) determine whether all or a portion of certain property identified on the tax maps of the Village as Block 2303, Lots 7, 8, 9, 10 and 11 constitute a condemnation area in need of redevelopment (the "**Study Area**") pursuant to the Redevelopment Law; and

WHEREAS, the Planning Board caused Topology (the "**Planning Consultant**") to conduct an investigation to determine whether the Study Area should be designated an area in need of redevelopment; and

WHEREAS, the Planning Board received a report setting forth the basis for the investigation and a map depicting the Study Area prepared by the Planning Consultant dated September 17, 2019, entitled, "Preliminary Investigation, 4<sup>th</sup> Street at Valley Street South Orange, NJ Block 2303, Lots 7, 8, 9, 10 +11" (the "**Report**"); and

WHEREAS, the Redevelopment Law requires the Planning Board to conduct a public hearing prior to making its recommendation to the Board of Trustees as to whether the Study Area should be designated as a condemnation area in need of redevelopment, at which hearing the Planning Board shall hear all persons who are interested in or would be affected by a determination that the Study Area is an area in need of redevelopment; and

WHEREAS, the Planning Board held a duly noticed public meeting at which the Planning Board reviewed the Report, heard testimony from representatives of the Planning Consultant, conducted a public hearing during which all persons who were interested in or would be affected by a determination regarding the Study Area the opportunity to be heard; and

WHEREAS, the Planning Consultant concluded in the Report and testified to the Planning Board on December 10, 2019 that the Study Area satisfies the criterion for a redevelopment area designation as set forth in the Redevelopment Law pursuant to *N.J.S.A. 40A:12A-5*; and

WHEREAS, after the conclusion of the public hearing described above, the Planning Board adopted a resolution accepting and adopting the recommendation contained in the Report, and recommending that the Study Area be declared a condemnation area in need of redevelopment, in accordance with the Redevelopment Law, for the reasons set forth in the Report; and

WHEREAS, on December 16, 2019, the Planning Board adopted a resolution memorializing its recommendation that the Study Area be designated as a condemnation area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, the Board of Trustees agrees with the conclusion of the Planning Board that the Study Area satisfies the criterion for redevelopment area designation set forth in the Redevelopment Law and finds that such conclusion is supported by substantial evidence; and

WHEREAS, the Board of Trustees now desires to declare the Study Area as a condemnation area in need of redevelopment, pursuant to *N.J.S.A.* 40A:12A-6.

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF TRUSTEES OF THE TOWNSHIP OF SOUTH ORANGE VILLAGE, IN THE COUNTY OF ESSEX, NEW JERSEY, AS FOLLOWS:

Section 1. The aforementioned recitals are incorporated herein as though fully set forth at length.

Section 2. Based on the Report and the recommendation of the Planning Board, the Study Area satisfies the criterion for redevelopment area designation as set forth in the Redevelopment Law. Accordingly, the Study Area is hereby designated as a condemnation area in need of redevelopment.

Section 3. The Study Area is further hereby designated as a "Condemnation Redevelopment Area" as referenced in the Redevelopment Law.

Section 4. The Board of Trustees hereby directs the Village Clerk to transmit a certified copy of this resolution forthwith to the Commissioner of the Department of Community Affairs for review.

Section 5. This resolution shall take effect in accordance with applicable law.

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

#### CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees of the Township of South Orange Village at their Regular Meeting held on Monday, January 27, 2020.

---

Kevin D. Harris  
Village Clerk

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWNSHIP OF SOUTH ORANGE VILLAGE, COUNTY OF ESSEX, NEW JERSEY AUTHORIZING THE PLANNING BOARD TO INVESTIGATE WHETHER THE PROPERTY COMMONLY KNOWN ON THE VILLAGE'S TAX MAPS AS BLOCK 2303, LOTS 7, 8, 9, 10 AND 11 (MORE COMMONLY KNOWN AS 209 VALLEY STREET; 16 FOURTH ST; 14 FOURTH STREET; 10 FOURTH STREET; AND 8 FOURTH STREET) SHOULD BE DESIGNATED AS AN AREA IN NEED OF REDEVELOPMENT, INCLUDING THE POWERS OF CONDEMNATION, PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW, *N.J.S.A. 40A:12A-1, et seq.*

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, as amended (the "Redevelopment Law"), authorizes municipalities to determine whether certain parcels of land in the municipality constitute a condemnation redevelopment area in need of redevelopment; and

WHEREAS, to determine whether certain parcels of land constitute an area in need of redevelopment, under the Redevelopment Law the Board of Trustees (the "Board of Trustees") of the Township of South Orange Village, in the County of Essex, New Jersey (the "Village") must authorize the Planning Board to conduct a preliminary investigation of the area and make recommendations to the Board of Trustees; and

WHEREAS, the Board of Trustees hereby requests that an investigation occur with respect to the property commonly known as Block 2303, Lots 7, 8, 9, 10 and 11, on the tax maps of the Village (the "Study Area"), to determine whether the Study Area meets the criteria set forth in the Redevelopment Law, specifically *N.J.S.A. 40A:12A-3* and *N.J.S.A. 40A:12A-5*, and should be designated as an area in need of redevelopment; and

WHEREAS, if the Study Area is determined to meet the criteria for designation as an area in need of redevelopment, the Board of Trustees further authorizes the Village to use all of those powers provided under the Redevelopment Law for use in a redevelopment area, including the power of eminent domain pursuant to *N.J.S.A. 40A:12A-8(c)* (as designated, a "**Condemnation Redevelopment Area**"); and

WHEREAS, the Board of Trustees has determined that it is in the best interests of the Village to direct the Planning Board to undertake a preliminary investigation of the Study Area pursuant to the procedures of the Redevelopment Law and provide its recommendations to the Board of Trustees;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Township of South Orange Village, in the County of Essex, New Jersey being the governing body thereof, as follows:

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. The Planning Board is hereby authorized and directed to conduct an investigation pursuant to *N.J.S.A. 40A:12A-6* to determine whether the Study Area satisfies the criteria set forth in *N.J.S.A. 40A:12A* and *N.J.S.A. 40A:12A-5*Section3. Prior to proceeding to a public hearing as to whether the Study Area constitutes a Condemnation Redevelopment Area, the Planning Board shall:

- a. Prepare an investigation report that includes a map showing the boundaries of the proposed redevelopment area and the location of the various parcels of property included therein, including a statement appended to the map setting forth the basis for the investigation and the reasons for making a determination that each property within the Study Area is or is not eligible for designation as a Condemnation Redevelopment Area.
- b. The Planning Board shall conduct a public hearing in accordance with the Redevelopment Law, specifically *N.J.S.A. 40A:12A-6*, after giving due notice of the proposed boundary of the Study Area and the date of the hearing to any persons who are interested in or would be affected by a determination that the Study Area is an area in need of redevelopment. The notice of the hearing shall specifically state that the redevelopment area determination shall authorize the Village or Board of Trustees to exercise the power of eminent domain to acquire any property in the delineated area, for the Study Area is being investigated as a possible Condemnation Redevelopment Area.
- c. At the public hearing, the Planning Board shall hear from all persons who are interested in or would be affected by a determination that a Study Area is a redevelopment area. All objections to a determination that a Study Area is an area in need of redevelopment and evidence in support of those objections shall be received and considered by the Planning Board and made part of the public record.

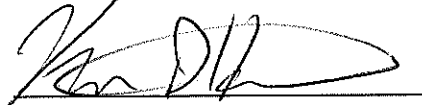
After conducting its investigation, preparing a map of the Study Areas, and conducting a public hearing at which all objections to the designations are received and considered, the Planning Board shall make recommendations to the Board of Trustees as to whether the Board of Trustees should designate the Study Area as an area in need of redevelopment pursuant to the Redevelopment Law.

Section 3. This resolution shall be effective in accordance with applicable law.

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke			X			
Davis Ford			X			
Hartshorn Hilton			X			
Levison			X			
Rosner	X		X			
Schnall		X	X			

# CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution introduced and adopted by the Board of Trustees at their meeting held on March 11, 2019.

A handwritten signature in black ink, appearing to read 'Kevin D. Harris', is written over a horizontal line.

Kevin D. Harris  
Village Clerk

**RESOLUTION**  
**TOWNSHIP OF SOUTH ORANGE VILLAGE PLANNING BOARD**  
**RESOLUTION RECOMMENDING ADOPTION OF THE CONDEMNATION**  
**PRELIMINARY INVESTIGATION REPORT OF THE 4<sup>th</sup> STREET AT**  
**VALLEY STREET REDEVELOPMENT STUDY AREA AND**  
**RECOMMENDING DESIGNATION AS A CONDEMNATION**  
**REDEVELOPMENT AREA**

**WHEREAS**, by Resolution No. 2019-067, adopted on \_\_\_\_\_, 2019, the Board of Trustees of the Township of South Orange Village authorized the Planning Board of the Township of South Orange Village to conduct a study to determine whether an area known as the 4<sup>th</sup> and Valley Study Area, also known as Block 2303, Lot 7-11 on the official tax map of the Township of South Orange Village (the "Study Area"), should be designated as condemnation area in need of redevelopment with power of eminent domain pursuant to N.J.S.A. 40A:12A-6 et seq.; and

**WHEREAS**, the Preliminary Investigation Report ("Report") of the proposed Condemnation Redevelopment Study Area encompasses the following properties:

Block 2303	Lot 7	209 Valley Street
Block 2303	Lot 8	16 Fourth Street
Block 2303	Lot 9	14 Fourth Street
Block 2303	Lot 10	10 Fourth Street
Block 2303	Lot 11	8 Fourth Street

and all properties identified herein are owned by Meridia, Village Commons 1 South, LLC; and

**WHEREAS**, the 4<sup>th</sup> and Valley Study Area Preliminary Investigation Report and required map have been placed on file with the Village Clerk of the Township of South Orange Village as required by law;

**WHEREAS**, notice of the Board's consideration of this matter was published in official newspaper of the Township, and notice was provided by certified mail, return receipt requested, to the owners of the subject properties and also to the owners of properties within two hundred feet of the subject properties and others to whom notice is appropriate; and

**WHEREAS**, the Report was presented to the Planning Board at a special meeting on December 10, 2019 by Phillip Abramson, P.P., a licensed professional planner from the firm of Topology, planning consultants to the Board, who presented the contents of the Report as to the above-referenced properties and responded to questions from the Board; and



**WHEREAS**, an opportunity was afforded the members of the public and/or interested persons or parties to be heard, to ask questions and participate in the Board's consideration of the Report; and

**WHEREAS**, as a result of the Report submitted, the testimony of Mr. Abramson, and in due consideration thereof, the Planning Board has determined that it shall recommend by way of this aforesaid Resolution, that the findings in the Report be adopted and the property be designated as a condemnation redevelopment area.

**NOW THEREFORE, BE IT RESOLVED**, by the Planning Board of the Township of South Orange Village, County of Essex, State of New Jersey, that the Preliminary Investigation Report for the 4<sup>th</sup> Street at Valley Street Study Area be endorsed and that it is hereby recommended for consideration and adoption by the Board of Trustees of the Township of South Orange Village for the designation of the Study Area as a condemnation redevelopment area.

The undersigned secretary certifies that the within Resolution was approved by this Board on December 16, 2019.

  
Ojetta Davis, Board Secretary

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION AUTHORIZING THE PLACEMENT OF A LIEN FOR SITE WORK, SEWER CUT AND CAP, ASBESTOS SURVEY, SOIL CONSERVATION APPLICATION, RECYCLING, LABOR AND EQUIPMENT FOR THE DEMOLITION AND ASBESTOS REMOVAL OF THE STRUCTURE ON THE PRIVATELY OWNED REAL PROPERTY LOCATED AT 231 WARD PLACE IN THE FALL 2019 IN THE AMOUNT OF \$42,950.00

WHEREAS, the Board of Trustees of the Township of South Orange Village passed Ordinance #99-3 on March 22, 1999 regarding property maintenance and housing standards which stipulates *interalia* that the exterior of all premises shall be kept free of garbage, trash, rubbish, dead and dying trees, and rotting or deteriorating conditions of natural growth; and

WHEREAS, the Village Code states that if an owner or tenant neglects or refuses to comply with property maintenance and housing standards, the Village may take the appropriate corrective action; and

WHEREAS, said ordinance further stipulates that if the Village abates the violating condition, the amount of the costs expended by the Village shall become a municipal lien against the real property involved; and

WHEREAS, the Village Administrator and the Director of the Department of Building and Code Enforcement authorized the work to be done pursuant to an attached invoice dated November 6, 2019, by Caravella Demolition, Inc., (hereafter "Caravella") on real property located at 231 Ward Place pursuant to Section 237-60 of the Code of the Township of South Orange Village because of violations of Code Section 237-38A; and

WHEREAS, the total certified cost of the work done by Caravella was \$5,550.00, which includes: a) Site Work – Cut and Cap Sewer - \$4,500.00, b) Asbestos Survey - \$1,000.00, and c) a Soil Conservation Application - \$50.00; and

WHEREAS, the Village Administrator and the Director of the Department of Building and Code Enforcement authorized the work to be done pursuant to an attached invoice dated December 11, 2019, by Harrington Recycling Co., Inc., (hereafter "Harrington") on real property located at 231 Ward Place pursuant to Section 237-60 of the Code of the Township of South Orange Village because of violations of Code Section 237-38A; and

WHEREAS, the total certified cost of the work done by Harrington was \$37,400.00 for labor and equipment associated with the demolition and asbestos removal; now,

THEREFORE, BE IT RESOLVED by the Board of Trustees of the Township of South Orange Village that it hereby authorizes the placement of a lien on privately owned real property for work and services performed at 231 Ward Place in the Fall 2019 in the amount of \$42,950.00.

# # #

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn-Hilton						
Jones						
Schnall						
Zuckerman						

#### CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their Regular Meeting held on Monday, January 27, 2020.

---

Kevin D. Harris  
Village Clerk

11/14/20

40 Deforest Ave.  
East Hanover, NJ 07936  
[www.caravellademo.com](http://www.caravellademo.com)

# Invoice

Invoice Date:	Invoice #:
11/6/2019	244280-710

Bill To:  
Township of South Orange  
76 So. Orange Ave.  
South Orange, NJ 07079

P.O. Number:	Due Date:
	11/6/2019

Date	Description	Amount
09/06/2019	Site Work Out and Cap Sewer at 231 Ward Place So. Orange, NJ	4,500.00
10/31/2019	Asbestos Survey -	1,000.00
10/25/2019	Soil Conservation Application	50.00
<b>Total</b>		\$5,550.00
<b>Payments/Credits</b>		\$0.00
<b>Balance Due</b>		\$5,550.00

Phone #	Fax:
973-884-4900	973-240-7412

Harrington Recycling Co., Inc.  
One Erick Court  
Chester, NJ 07930 US  
(908) 879-0233  
harrington\_services@yahoo.com

# INVOICE

**BILL TO**

Township of South Orange  
101 South Orange Ave  
South Orange, NJ 07079

**INVOICE #** 2019-274**DATE** 12/11/2019**TERMS** Due on receipt

---

**P.O. NUMBER**

231 Ward Place

ACTIVITY	AMOUNT
Harrington Recycling provided labor and equipment for the demolition and asbestos removal of the house at 231 Ward Place Abatement included Town responsible for closing down street No parking in front of 3 houses on either side of 231 Ward Place Permits provided by town	37,400.00

---

**BALANCE DUE****\$37,400.00**

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION APPOINTING LESLIE GOLDMAN AS A VOTING MEMBER OF THE  
ARTS ADVISORY COMMITTEE

WHEREAS, Resolution # 2018-083 creating a standing Arts Advisory Committee was adopted by the Board of Trustees for the Township of South Orange Village at its Regular Meeting on Monday, March 26, 2018; and

WHEREAS, Resolution # 2018-083 allows for the Committee to have up to seven (7) voting members and two (2) alternate members serve on the Committee for a term of three (3) years, renewable for one (1) additional term; and

WHEREAS, a vacancy has been created on the Committee with the resignation of Jennifer Crohn who was appointed on May 14, 2018 as a Voting Member by the Board of Trustees for a three (3) year term ending December 31, 2020, pursuant to Resolution #2018-132; and

WHEREAS, the Village's Board of Trustees desires to appoint **Leslie Goldman**, a resident of the Village to serve as a voting member on the Committee replacing Jennifer Crohn for an unexpired term ending December 31, 2020.

NOW THEREFORE BE IT RESOLVED by the Board of Trustees for the Township of South Orange Village that **Leslie Goldman** be hereby appointed as a Voting Member of the Arts Advisory Committee for an unexpired term ending December 31, 2020 replacing Sarah Barack.

# # #

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn-Hilton						
Jones						
Schnall						
Zuckerman						

Certification

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted at the January 27, 2020 Regular Meeting of the Board of Trustees of the Township of South Orange Village.

---

Kevin D. Harris  
Village Clerk

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION APPOINTING VINCE PETERS AS A FULL-TIME TREE MAINTENANCE  
WORKER IN THE DEPARTMENT OF PUBLIC WORKS FOR THE TOWNSHIP OF  
SOUTH ORANGE VILLAGE

WHEREAS, there exists a vacancy in the position of Tree Maintenance Worker in the South Orange Department of Public Works; and

WHEREAS, the Director of the Department of Public Works has recommended the appointment of Vince Peters as the full-time Tree Maintenance Worker in the aforementioned department.

BE IT RESOLVED, by the Board of Trustees of the Township of South Orange Village that it hereby authorizes and affirms the Village Administrator's appointment of Vince Peters as a Tree Maintenance Worker in the South Orange Department of Public Works effective February 18, 2020; and

BE IT FURTHER RESOLVED that the salary and benefits of the position shall be in accordance with the Collective Bargaining Agreement with the Teamsters 125 in the first step in this position.

# # #

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their meeting held on Monday, January 27, 2020.

---

Kevin D. Harris  
Village Clerk

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION APPOINTING VILLAGE ADMINISTRATOR ADAM D. LOEHNER AS  
MUNICIPAL HOUSING LIAISON FOR THE TOWNSHIP OF SOUTH ORANGE VILLAGE

WHEREAS, pursuant to N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1 et. seq., the Township of South Orange Village is required to appoint a Municipal Housing Liaison for the administration of the Village's affordable housing program to enforce the requirements of N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1 et. seq.; and

WHEREAS, the Village's Affordable Housing Ordinance sets forth the duties of the Municipal Housing Liaison in which the Municipal Housing Liaison is required to oversee the Village's affordable housing programs; and

WHEREAS, pursuant to N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq., the Township of South Orange Village is required to appoint a Municipal Housing Liaison for administration of the Village's affordable housing programs to enforce the requirements of N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq.

NOW THEREFORE BE IT RESOLVED, by the Board of Trustees of the Township of South Orange Village, County of Essex, State of New Jersey, that Village Administrator Adam D. Loehner is hereby appointed as the Municipal Housing Liaison for the administration of the affordable housing program, pursuant to and in accordance with Article 185-XXXIII of the Code of the Township of South Orange Village.

# # #

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their meeting held on Monday, January 27, 2020.

---

Kevin D. Harris  
Village Clerk



TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION APPROVING THE AFFORDABLE HOUSING SPENDING PLAN FOR THE  
TOWNSHIP OF SOUTH ORANGE VILLAGE

WHEREAS, on May 17, 2019, the Township of South Orange Village ("Village") signed a settlement agreement with Fair Share Housing Center ("FSHC") which established the Village's fair share obligation and preliminarily approved the Village's compliance mechanisms in accordance with the March 10, 2015 decision of the Supreme Court, which transferred responsibility to review and approve housing elements and fair share plans from the Council on Affordable Housing ("COAH") to designated Mount Laurel trial judges within the Superior Court; and

WHEREAS, the Village has prepared a Spending Plan, pursuant to N.J.A.C. 5:93-5.1 et., seq. and consistent with P.L.2008, c.46 Council on Affordable Housing ("COAH") which projects anticipated revenues to the Village's Affordable Housing Trust Fund and describes anticipated expenditures of funds through the end of the Third Round;

WHEREAS, the Village requires approval of its Spending Plan in order to utilize any of the funds within the Affordable Housing Trust Fund;

WHEREAS, the Village desires to submit its Spending Plan to the Court in connection with the Compliance Action for review and approval.

NOW THEREFORE BE IT RESOLVED, by the Board of Trustees of the Township of South Orange Village, County of Essex, and the State of New Jersey hereby adopts the Spending Plan that is attached hereto as Exhibit A and requests that the Court review and approve the Village's Spending Plan, so that it can expend funds in its Affordable Housing Trust Fund.

# # #

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their meeting held on Monday, January 27, 2020.

\_\_\_\_\_  
Kevin D. Harris  
Village Clerk

# Township of South Orange Village

## Spending Plan

### Affordable Housing Trust Fund



Prepared by:



JANUARY  
**2020**

## Introduction

The Village of South Orange has prepared a Housing Element and Fair Share plan that addresses its regional fair share of the affordable housing need in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Fair Housing Act (N.J.S.A. 52:27D-301) and the regulations of the Council on Affordable Housing (COAH) (N.J.A.C. 5:93-1 et seq.), as requested by the New Jersey Supreme Court. A development fee ordinance creating a dedicated revenue source for affordable housing was adopted by the municipality in 2010, and amended through 2020. This ordinance establishes funds into the South Orange's Affordable Housing Trust Fund. This spending plan has been prepared to set priorities of the disbursement of funds from the trust fund through 2025.

As of December 2019, the Village of South Orange has collected \$487,059.72 in development fees and payments-in-lieu of construction. These funds shall be spent in accordance with N.J.A.C. 5:93-8.16 as described in the sections that follow.

### 1. Revenues for Certification Period

To calculate projected revenue during the period of the anticipated third round judgment of repose, the Village of South Orange considered all redevelopment projects which are likely to contribute payment-in-lieu of construction and regular residential and nonresidential development fees likely to be imposed based on historic rates of development. To date, the Village's revenue has been generated from the following sources:

- (A) Development fees: The Village analyzed four years (2016 to 2019) of residential and nonresidential projects which qualified for development fees and averaged expected fee amount annually. These fees will continue to be assessed in the future and are projected from 2020-2025 in the following sections.
- (B) Payment in lieu (PIL): Payments in lieu of construction expected to be collected from developers.
- (C) Funds from other sources such as the sale of units with extinguished controls, repayment of affordable housing program loans, rental income, or proceeds from the sale of affordable units are not anticipated.
- (D) Projected Interest: interest on the projected revenue in the municipal affordable housing trust fund at the current average interest rate.

Table A in the following section indicates the anticipated revenue to be generated from development impact fees, payments-in-lieu-of-construction and interest. The Village of South Orange projects a subtotal of \$89,711.32 to be collected between January 1, 2020 and December 31, 2025, including interest, to be used for affordable housing purposes under the assumptions presented after the table. The total after adding the money currently in the AHTF account is projected to be \$563,787.87.

### 2. Administrative Mechanism to Collect and Distribute Funds

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by the Village:

- Projected residential and nonresidential development fees are based on average annual fees collected since the Village adopted its development ordinance in 2010. Interest on projected revenue is calculated based on an average rate of interest for the trust fund at .45%. Estimated fee development fee revenue from 2020-2025 from residential and non-residential construction was estimated based on the dollar value of eligible construction from 2016-2019 and a development fee of 2.5% for nonresidential projects and 1.5% for residential projects.

### 3. Description of Anticipated Use of Affordable Housing Funds

- New construction of affordable housing units and related development costs, and in the case of inclusionary developments, eligible costs shall be pro-rated based on the proportion of affordable housing units included in the development;
- Extensions or improvements of roads and infrastructure directly serving affordable housing development sites; in the case of inclusionary developments, costs shall be pro-rated based on the proportion of affordable housing units included in the development;
- Acquisition and/or improvement of land to be used for affordable housing;
- Purchase of existing market rate or affordable housing for the purpose of maintaining or implementing affordability controls, such as in the event of foreclosure;
- Accessory apartment or market-to-affordable programs;

- Green building strategies designed to save money for low and moderate income households, either for new construction that is not funded by other sources, or as part of necessary maintenance or repair of existing affordable units;
- Maintenance and repair of affordable housing units;
- Repayment of municipal bonds issued to finance low and moderate income housing activity;
- Affordability assistance to very low, low and moderate income buyers and renters of affordable housing units to lower the cost of homeownership and fund maintenance and emergency repairs that do not constitute rehabilitation of substandard units; and
- Any other activity as specified herein.

Below are the specific estimates for funds to be dedicated to affordable housing activities and administration.

(A) **Rehabilitation and New Construction:** The Village will dedicate \$200,000 to rehabilitation of existing affordable units, either for sale or rental. This number was projected based on \$10,000 a unit for the Village's rehabilitation obligation of 20. The Village will dedicate \$81,893.93 to provide contributions/subsidy to qualifying developers to construct affordable units, either for sale or rental. This number was projected based on projected revenues, minus rehabilitation, affordability assistance, and administration costs.

(B) **Affordability Assistance:** At least 30% of collected development fees, excluding expenditures from the affordable housing trust fund shall dedicated to affordability assistance to low- and moderate-income households. The Village of South Orange will dedicate a minimum of \$169,136.36 from the affordable housing trust fund to render units more affordable through 2025, if projected development fees are realized. At least \$56,373.15 from the Affordable Housing Trust Fund will be used to render units more affordable to households earning 30 percent or less of median income by region (i.e. VLI).

Funds will go towards down payment assistance as part of a monetary contribution to owner occupied affordable units. Affordability assistance through the end of 2025 will include assistance with common maintenance expenses and emergency repairs. Thus, South Orange's significant investment in repairs, maintenance, and down-payment assistance on a project-by-project basis will satisfy the remainder of the Village's obligation for affordability assistance.

(C) **Administrative Expenses (N.J.A.C. 5:93-8.16):** The Village of South Orange will expend no more than 20 percent of the revenues collected from development fees and payments in lieu of construction. A projected \$112,757.57 will be available from the affordable housing trust fund to be used for administrative purposes. Projected administrative expenditures are as follows:

- Administration and setup expenses for all affordable housing programs including rehabilitation and new construction;
- Administration and setup expenses for affordability assistance program;

- Staffing and consulting fees associated with future planning and outreach and activities, as permitted under N.J.A.C. 5:93-8.16;
- Other expenses associated with the implementation of the Housing Element and the monitoring of current and future housing programs in the Village.

#### 4. Expenditure Schedule

The Village of South Orange intends to use affordable housing trust fund revenues for the rehabilitation of affordable housing units as needed and to assist the active community development groups in the Village and the region with new opportunities for affordable housing. Where applicable, the funding schedule below parallels the implementation schedule set forth in the Housing Element and Fair Share Plan. To date, no expenditures have been made from the Village's Affordable Housing Trust Fund.

Table B: Spending Plan Summary of Revenues and Expenditures		
<b>REVENUES</b>		
Current Cash on Hand as of 12/2019		\$487,059.72
Projected Fee Revenue*	+	\$76,728.15
Projected Revenues	=	\$563,787.87
<b>EXPENDITURES</b>		
Funds used for Rehabilitation	-	\$200,000.00
Funds used for New Construction		\$81,893.93
Minimum Affordability Assistance (Projected)	-	\$169,136.36
1. For Very Low-Income Households	=	\$56,373.15
2. Other Affordability Assistance	=	\$112,763.21
Total Administration (Projected 20%)	-	\$112,757.57
TOTAL PROJECTED EXPENDITURES	=	\$563,787.87
REMAINING BALANCE	=	\$0.00
<i>*The Spending Plan shall be modified upon receipt of any incoming Payment-in-Lieu funds</i>		

Table C: Schedule of Expenditures (Estimated)*							
	2020	2021	2022	2023	2024	2025	TOTAL
Rehabilitation (20 Projected)	\$33,333.33	\$33,333.33	\$33,333.33	\$33,333.33	\$33,333.33	\$33,333.33	\$200,000.00
New Construction of 100% Affordable	\$13,648.99	\$13,648.99	\$13,648.99	\$13,648.99	\$13,648.99	\$13,648.99	\$81,893.93
Affordability Assistance	\$28,189.39	\$28,189.39	\$28,189.39	\$28,189.39	\$28,189.39	\$28,189.39	\$169,136.36

Administration	\$18,792.93	\$18,792.93	\$18,792.93	\$18,792.93	\$18,792.93	\$18,792.93	<b>\$112,757.57</b>
Total	\$93,964.64	\$93,964.64	\$93,964.64	\$93,964.64	\$93,964.64	\$93,964.64	<b>\$563,787.87</b>
<i>*The Spending Plan shall be modified upon receipt of any incoming Payment-in-Lieu funds</i>							

## 5. Excess or Shortfall of Funds

The governing body of the Village of South Orange reserves the right to revise projections and anticipated funding commitments based upon actual revenues to the Affordable Housing Trust Fund. In the event that a shortfall of anticipated revenues occurs, the Village will revise its spending plan accordingly.

In the event of excess funds, any remaining funds above the amount necessary to satisfy the municipal affordable housing obligation will be used toward the affordability assistance program.

## 6. Barrier Free Escrow

Collection and distribution of barrier free funds shall be consistent with South Orange's Affordable Housing Ordinance in accordance with N.J.A.C. 5:93.

## 7. Summary

The Village of South Orange intends to spend affordable housing trust fund revenues pursuant to the extant regulations governing such funds and consistent with the housing programs outlined in the Housing Element and Fair Share Plan dated January 2020. The Village had a balance of \$487,059.72 as of December 2019 and anticipates an additional \$76,728.15 in revenues before the expiration of the judgment of repose for a total of \$563,787.87. The Village will dedicate \$200,000 towards rehabilitation of approximately 20 units; \$81,893.93 towards contributions of new construction of 100% affordable units; \$169,136.36 towards affordability assistance to render units more affordable; and approximately \$112,757.57 to administrative costs.

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION ACCEPTING THE BID OF NEW CINGULAR WIRELESS PCS, LLC TO EXTEND ITS LEASE OF PREMISES LOCATED AT 676 BRENTWOOD DRIVE PERMITTING USE OF EQUIPMENT USED FOR A FEDERALLY LICENSED COMMUNICATIONS BUSINESS AND AUTHORIZING THE VILLAGE PRESIDENT OR VILLAGE ADMINISTRATOR TO EXECUTE THE ANNEXED LEASE AND RELATED DOCUMENTS

WHEREAS, on or about May 28, 2003, New Cingular Wireless PCS, LLC, a Delaware limited liability company (or its predecessor and commonly referred to as AT&T) (hereinafter referred to as the "Company"), entered into a lease agreement for premises owned by the Township of South Orange Village (the "Township") at 676 Brentwood Drive (Block 1502, Lot 10), for use of a portion of the premises as a transmission site for federally licensed communication businesses pursuant to the provisions of N.J.S.A. 40A:12-1 et seq. (the Local Lands and Buildings Law); and

WHEREAS, the Lease Agreement will expire on August 31, 2028; and

WHEREAS, the Company has complied with the lease terms and is prepared to enter into the annexed lease extension (the "Lease Extension") which provides, in part, for a monthly rent of \$2,000.00 commencing on September 1, 2028, with five (5), five (5) year optional renewal terms, each renewal term at a 7.5 percent increase in rent; and

WHEREAS, the premises which are the subject of the Lease are not needed by the Township for public use and the leasing of the premises is in the best interest of the public.

NOW THEREFORE BE IT RESOLVED, by the Board of Trustees of the Township of South Orange Village that the lease extension of the Company is accepted, that the Lease Extension is approved and that the Village President or Village Administrator is authorized to sign the Lease Extension and any related documents required to effectuate same.

# # #

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						



## CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their meeting held on Monday, January 27, 2020.

---

Kevin D. Harris  
Village Clerk

Cell Site No.: NYNYPJ3141  
Cell Site Name: South Orange Water Tank  
Fixed Asset No.: 10105768  
Market: NYC / N. New Jersey  
Address: 676 Brentwood, Block 1501, Lot 10

## FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("**First Amendment**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is by and between the Township of South Orange Village, a municipal corporation, having a mailing address of 76 South Orange Avenue, 3<sup>rd</sup> Floor, South Orange, NJ 07079 (hereinafter referred to as "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor to Cellular Telephone Company, having a mailing address of 1025 Lenox Park Blvd. NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 (hereinafter referred to as "**Tenant**").

**WHEREAS**, Landlord and Tenant (or its predecessor) entered into a Lease Agreement dated May 28, 2003 (hereinafter, the "**Agreement**"), whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 676 Brentwood Drive, Block 1501, Lot 10, South Orange, NJ 07079; and

**WHEREAS**, the term of the Agreement will expire on August 31, 2028, and the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

**WHEREAS**, Landlord and Tenant desire to amend the Agreement to extend the term of the Agreement; and

**WHEREAS**, Landlord and Tenant desire to amend the Agreement to adjust the Rent in conjunction with the modifications to the Agreement contained herein; and

**WHEREAS**, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

**WHEREAS**, Landlord and Tenant desire to amend the Agreement to clarify scope of Tenant's Lease of Premises and Permitted Use of the Premises ; and

**WHEREAS**, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Extension of Term.** The Term of the Agreement shall be amended to provide that the current term, which commenced on September 1, 2018, shall expire on August 31, 2023 ("Current Term"), and commencing on September 1, 2023, will be automatically renewed, upon the same terms and conditions of the Agreement, as amended herein, for up to five (5) separate consecutive

Cell Site No.: NYNYNJ3141  
Cell Site Name: South Orange Water Tank  
Fixed Asset No.: 10105768  
Market: NYC / N. New Jersey  
Address: 676 Brentwood, Block 1501, Lot 10

additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an "**Additional Extension Term**" and each such Additional Extension Term shall be considered an Extension Term under the Agreement), without further action by Tenant unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the Current Term or the then current Additional Extension Term or this Lease is otherwise terminated as provided herein. The Current Term and the Additional Extension Terms are collectively referred to as the Term ("**Term**").

2. **Rent.** The current Rent payable under the Agreement shall remain Two Thousand Four Hundred Eighty-Four and 59/100 Dollars (\$2,484.59) per month and shall remain so fixed during the first Additional Extension Term. Commencing on September 1, 2028 (i.e. the second Additional Extension Term), the current Rent payable under the Agreement shall be Two Thousand and No/100 Dollars (\$2,000.00) per month, and shall continue during the second Additional Extension Term, subject to adjustment as provided herein. Paragraph 4(b) of the Agreement shall be amended to provide that Rent shall be adjusted as follows: commencing on September 1, 2033, and each Additional Extension Term exercised thereafter, the monthly Rent will increase by seven and one-half (7.5%) over the Rent paid during the previous Term, as shown in Exhibit A, "Payment Schedule", attached hereto.

3. **Permitted Use.** Subject to the provisions herein, Tenant, its personnel, invitees, contractors, agents, subtenants, or its authorized subtenants, or assigns may use the Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and to modify, supplement, replace or upgrade, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon (collectively, "**Communications Facility**"), at any time during the term of the Agreement for any reason, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services, or for any other reason. Tenant may modify, supplement, replace or upgrade its Communications Facility as contemplated above provided that, to the extent such modification, supplementation, replacement, refurbishment or upgrade/improvement involves portions of the Tenant's antennas, cable trays or other equipment attached to the water tower, Tenant shall be limited to existing location and shall utilize existing mounting brackets, studs or other forms and locations of adhesion. For the avoidance of any confusion, Tenant shall not weld, insert screws, bolts or studs or employ any other form of adhesion to the water tower without Landlord's prior written approval and in Landlord's sole discretion. Tenant shall be strictly liable to Landlord for any damage caused by Tenant's adhesion of equipment to the water tower. To the extent Landlord refuses to permit Tenant to modify, supplement, replace or upgrade those portions of its Communication Facility attached to the water tower, Tenant may terminate the Agreement and shall have no further liability to Landlord. If Landlord does not comply with the remaining terms of this section, in addition to any other rights it may have at law, Tenant may terminate the Agreement and shall have no further liability to Landlord. To the extent Tenant shall be entitled to modify, supplement, replace or upgrade its Communication Facility, Landlord shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use.

Cell Site No.: NYNYNJ3141  
Cell Site Name: South Orange Water Tank  
Fixed Asset No.: 10105768  
Market: NYC / N. New Jersey  
Address: 676 Brentwood, Block 1501, Lot 10

4. **Maintenance of Landlord's Property.** Tenant acknowledges that portions of its equipment will be attached to a water tower which is in continuous active use. Tenant further acknowledges that said water tower shall from time to time require routine maintenance and repair and may from time to time require emergency servicing or repair. Tenant agrees to cooperate with Landlord, and if necessary as determined by Landlord in Landlord's sole discretion, to temporarily move Tenant's antennas, at Tenant's cost and using Tenant's own contractors, to an acceptable location to allow for such repairs, provided Landlord has given Tenant at least forty-five (45) days written notice, except in the event of imminent threat to life, public health or property, in which event notice shall be provided as soon as reasonably possible. This may include but is not limited to the temporary relocation of Tenant's cable trays and other equipment attached to water tower or the Communication Facility as may be required. In the event such repairs exceed five (5) calendar days, Landlord shall permit Tenant to install a temporary communications facility on the Property provided such facility does not (i) unreasonably interfere with Landlord's repairs; (ii) the Tenant chooses a generator which operates with the lowest decibel noise levels, and (iii) provided the generator does not create a nuisance to the neighbors residing in close proximity to the Property.

5. **Removal/Restoration.** Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all portions of its Communication Facility and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. If Tenant fails to remove all portions of its Communication Facility within the one hundred twenty (120) day period, Tenant shall pay the then current rent at a pro-rata basis until such time as the removal of the Communication Facility is completed.

6. **Interference.** Paragraph 7 of the Lease is hereby amended to insert the following as subparagraph (d):

(d) Tenant agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of Landlord or other tenant's of the Property which existed on the Property prior to the date this Agreement is executed by the parties. In the event any after-installed Tenant's equipment causes such interference, and after Landlord has notified Tenant in writing of such interference, Tenant will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Tenant's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will Landlord be entitled to terminate or relocate the equipment as long as Tenant is making a good faith effort to remedy the interference issue. Landlord agrees that Landlord and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of Tenant. The parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this paragraph and therefore, either party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

Cell Site No.: NYNYNJ3141  
Cell Site Name: South Orange Water Tank  
Fixed Asset No.: 10105768  
Market: NYC / N. New Jersey  
Address: 676 Brentwood, Block 1501, Lot 10

7. **Right of First Refusal.** Notwithstanding any other provisions contained in the Agreement, if at any time after the date of this First Amendment, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of the property interest in the Tenant's Lease of Premises or the Agreement, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Tenant's Lease of Premises or the Agreement ("**Offer**"), Landlord shall immediately furnish Tenant with a copy of the Offer. For purposes of clarity, this right of first refusal shall only apply to Tenant's Lease interest and Agreement. Landlord shall be entitled to sell, convey, assign or transfer, in whole or in part, any other property interest or leaseholds held by Landlord that Landlord enjoys in the Property. With that understanding and with respect to Tenant's Lease of Property and this Agreement, Tenant shall have the right within ninety (90) days after it receives such copy from Landlord to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer, but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Tenant's Lease of Premises and this Agreement pursuant to the Offer, subject to the terms of the Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Paragraph 7, Tenant will have the right, in addition to any other rights that it may have at law or equity, to commence an action to enjoin such sale, conveyance, assignment or transfer. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Paragraph 7 with respect to any future proposed conveyances as described herein.

8. **Charges.** All charges payable under the Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subparagraph shall survive the termination or expiration of the Agreement.

9. **Acknowledgement.** Landlord acknowledges that: 1) this First Amendment has been duly authorized by resolution of the Governing Body; 2) this First Amendment has been approved as to legality and form; 3) Landlord has been advised and is informed that should Landlord not enter into this First Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

10. **Notices.** Paragraph 16 of the Agreement is hereby deleted in its entirety and replaced with the following:

"(a) **NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

Cell Site No.: NYNYNJ3141  
Cell Site Name: South Orange Water Tank  
Fixed Asset No.: 10105768  
Market: NYC / N. New Jersey  
Address: 676 Brentwood, Block 1501, Lot 10

If to Tenant:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: NYNYNJ3141  
Cell Site Name: South Orange Water Tank (NJ); Fixed Asset No.: 10105768  
1025 Lenox Park Blvd. NE  
3<sup>rd</sup> Floor  
Atlanta, GA 30319

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department – Network Counsel  
Re: Cell Site #: NYNYNJ3141  
Cell Site Name: South Orange Water Tank (NJ); Fixed Asset No: 10105768  
208 S. Akard Street  
Dallas, Texas, 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

And as to Landlord:

Township of South Orange Village  
76 South Orange Avenue, 3<sup>rd</sup> Floor  
South Orange, NJ 07079

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord will send the below documents to Tenant. In the event Tenant does not receive such appropriate documents, Tenant shall not be responsible for any failure to pay the current landlord

- (i) New deed to Property
- (ii) New W-9
- (iii) New Payment Direction Form
- (iv) Full contact information for new Landlord including all phone numbers

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.”

**11. Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

Cell Site No.: NYNYNJ3141  
Cell Site Name: South Orange Water Tank  
Fixed Asset No.: 10105768  
Market: NYC / N. New Jersey  
Address: 676 Brentwood, Block 1501, Lot 10

12. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Cell Site No.: NYNYNJ3141  
Cell Site Name: South Orange Water Tank  
Fixed Asset No.: 10105768  
Market: NYC / N. New Jersey  
Address: 676 Brentwood, Block 1501, Lot 10

**IN WITNESS WHEREOF**, the parties have caused their properly authorized representatives to execute this First Amendment on the dates set forth below.

**LANDLORD:**

Township of South Orange Village,  
a municipal corporation

**TENANT:**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]



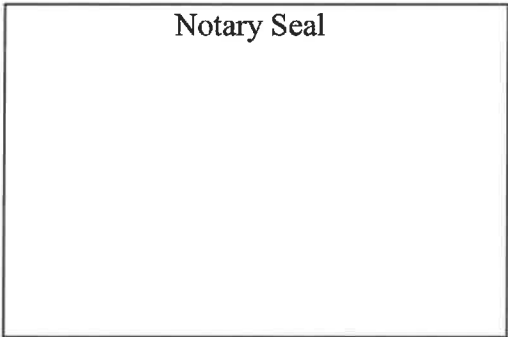
Cell Site No.: NYNYNJ3141  
Cell Site Name: South Orange Water Tank  
Fixed Asset No.: 10105768  
Market: NYC / N. New Jersey  
Address: 676 Brentwood, Block 1501, Lot 10

**LANDLORD ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of the **Township of South Orange Village, a municipal corporation**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_.



\_\_\_\_\_  
(Signature of Notary)  
\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of \_\_\_\_\_  
\_\_\_\_\_  
My appointment expires: \_\_\_\_\_

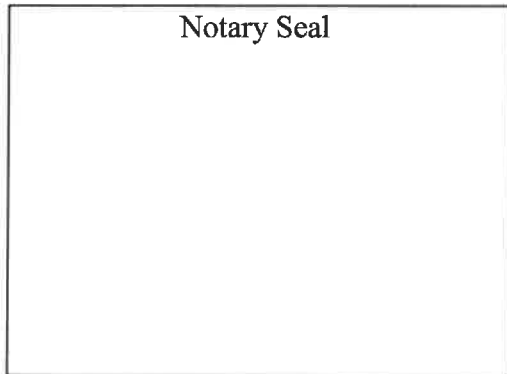
Cell Site No.: NYNYNJ3141  
Cell Site Name: South Orange Water Tank  
Fixed Asset No.: 10105768  
Market: NYC / N. New Jersey  
Address: 676 Brentwood, Block 1501, Lot 10

**TENANT ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person who appeared before me, and said person acknowledged that he/she signed this  
instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged  
it as the \_\_\_\_\_ of AT&T Mobility Corporation, the  
Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be  
the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_.



\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of

\_\_\_\_\_  
My appointment expires: \_\_\_\_\_

Cell Site No.: NYNYNJ3141  
Cell Site Name: South Orange Water Tank  
Fixed Asset No.: 10105768  
Market: NYC / N. New Jersey  
Address: 676 Brentwood, Block 1501, Lot 10

**Exhibit A**

**Payment Schedule**

<b>Rent Payment Schedule</b>	
<b>Date</b>	<b>Monthly Rent</b>
September 1, 2019 - August 31, 2028	\$2,484.59
September 1, 2028 - August 31, 2033	\$2,000.00
September 1, 2033 - August 31, 2038	\$2,150.00
September 1, 2038 - August 31, 2043	\$2,311.25
September 1, 2043 - August 31, 2048	\$2,484.59

**PREPARED BY:**

Michael Fraunces, President  
Md7, LLC  
(858) 799-7850

**WHEN RECORDED RETURN TO:**

Md7, LLC  
10590 West Ocean Air Drive  
Suite 300  
San Diego, CA 92130

**APN: 19-01501-0000-00010**

SPACE ABOVE FOR RECORDER'S USE

Re: Cell Site #: NYNYNJ3141  
Cell Site Name: South Orange Water Tank (NJ)  
Fixed Asset Number: 10105768  
State: NJ  
County: Essex

**MEMORANDUM  
OF  
AGREEMENT**

This Memorandum of Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the Township of South Orange Village, a municipal corporation, having a mailing address at 101 South Orange Avenue, South Orange, NJ 07079 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor to Cellular Telephone Company, having a mailing address of 1025 Lenox Park Blvd. NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant (or its predecessor) entered into a certain Lease Agreement dated May 28, 2003, as amended by that certain First Amendment to Lease Agreement dated \_\_\_\_\_, 202\_\_ (hereinafter, collectively, the "**Agreement**") for the purpose of installing, operating and maintaining a communications facility and other improvements at Landlord's real property located in the City of South Orange, County of Essex, commonly known as 676 Brentwood, Block 1501, Lot 10. All of the foregoing is set forth in the Agreement.
2. Commencing on September 1, 2023, the Agreement shall extend for five (5) successive five (5) year options to renew.

3. The portion of the land being leased to Tenant (the “**Premises**”) is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Agreement is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Agreement and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Agreement as of the day and year first above written.

**LANDLORD:**  
Township of South Orange Village,  
a municipal corporation

**TENANT:**  
New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

## LANDLORD ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person who appeared before me, and said person acknowledged that said person signed this  
instrument, on oath stated that said person was authorized to execute the instrument and  
acknowledged it as the \_\_\_\_\_ of the **Township  
of South Orange Village, a municipal corporation**, to be the free and voluntary act of such party  
for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_.

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of

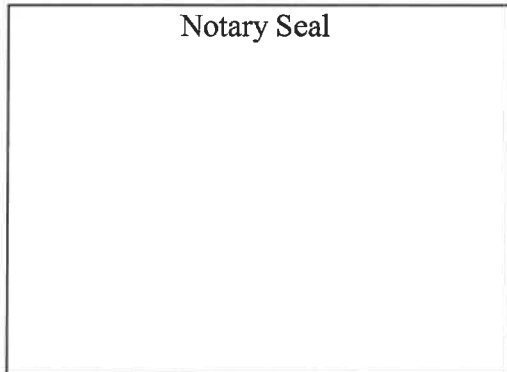
My appointment expires: \_\_\_\_\_

**TENANT ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person who appeared before me, and said person acknowledged that he/she signed this  
instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged  
it as the \_\_\_\_\_ of AT&T Mobility Corporation, the Manager of **New  
Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and  
voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_.



\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of

\_\_\_\_\_  
My appointment expires: \_\_\_\_\_



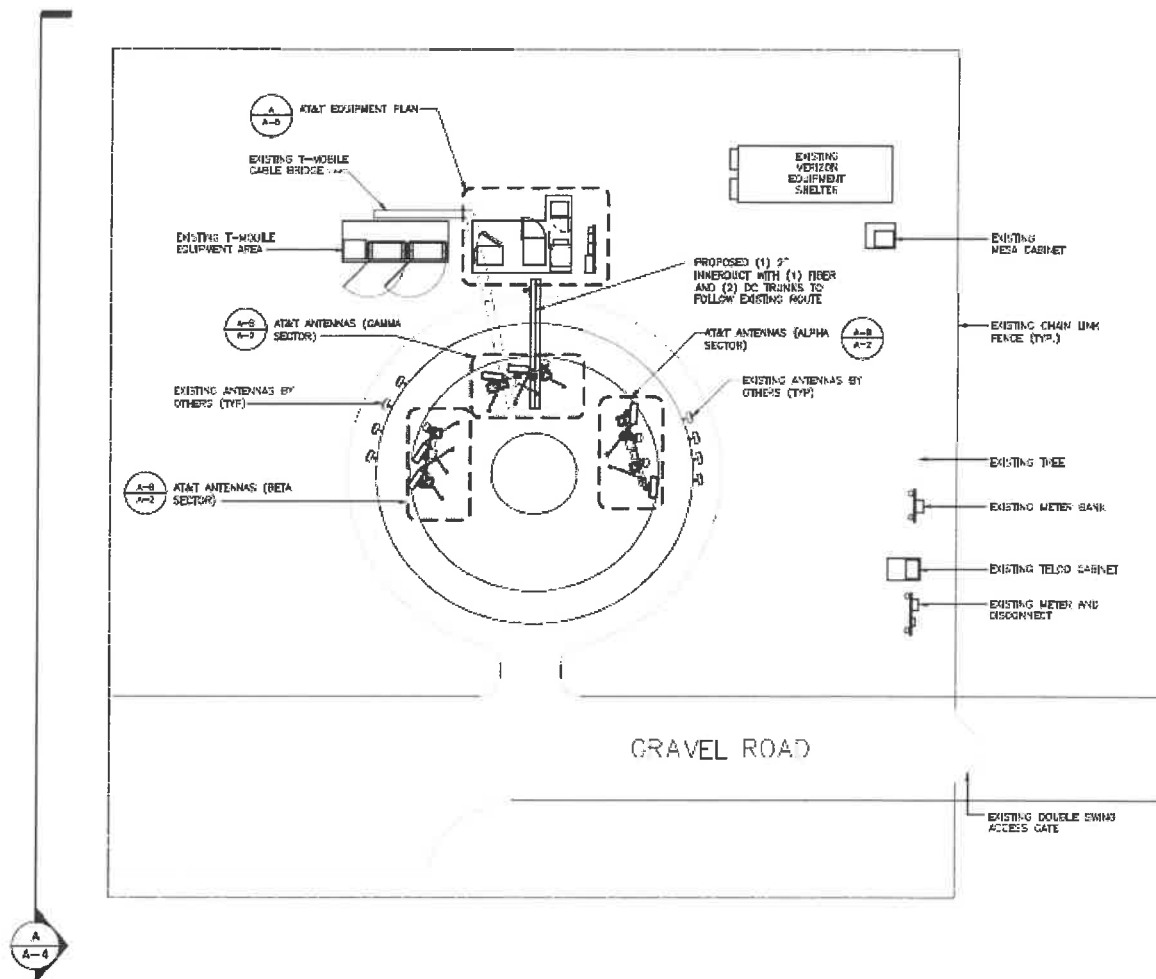
## Exhibit 1 to Memorandum of Agreement

### Legal Description

Street Address: 676 Brentwood, Block 1501, South Orange, NJ 7079

APN: 19-01501-0000-00010

That certain Premises (and access and utility easements) on a portion of the real property described as follows:



**PREPARED BY:**

Michael Fraunces, President  
Md7, LLC  
(858) 799-7850

**WHEN RECORDED RETURN TO:**

Md7, LLC  
10590 West Ocean Air Drive  
Suite 300  
San Diego, CA 92130

**APN: 19-01501-0000-00010**

SPACE ABOVE FOR RECORDER'S USE

Re: Cell Site #: NYNYNJ3141  
Cell Site Name: South Orange Water Tank (NJ)  
Fixed Asset Number: 10105768  
State: NJ  
County: Essex

**MEMORANDUM  
OF  
AGREEMENT**

This Memorandum of Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the Township of South Orange Village, a municipal corporation, having a mailing address at 101 South Orange Avenue, South Orange, NJ 07079 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor to Cellular Telephone Company, having a mailing address of 1025 Lenox Park Blvd. NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant (or its predecessor) entered into a certain Lease Agreement dated May 28, 2003, as amended by that certain First Amendment to Lease Agreement dated \_\_\_\_\_, 202\_\_ (hereinafter, collectively, the "**Agreement**") for the purpose of installing, operating and maintaining a communications facility and other improvements at Landlord's real property located in the City of South Orange, County of Essex, commonly known as 676 Brentwood, Block 1501, Lot 10. All of the foregoing is set forth in the Agreement.
2. Commencing on September 1, 2023, the Agreement shall extend for five (5) successive five (5) year options to renew.

3. The portion of the land being leased to Tenant (the “**Premises**”) is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Agreement is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Agreement and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Agreement as of the day and year first above written.

**LANDLORD:**  
Township of South Orange Village,  
a municipal corporation

**TENANT:**  
New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

## **LANDLORD ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person who appeared before me, and said person acknowledged that said person signed this  
instrument, on oath stated that said person was authorized to execute the instrument and  
acknowledged it as the \_\_\_\_\_ of the **Township  
of South Orange Village, a municipal corporation**, to be the free and voluntary act of such party  
for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of

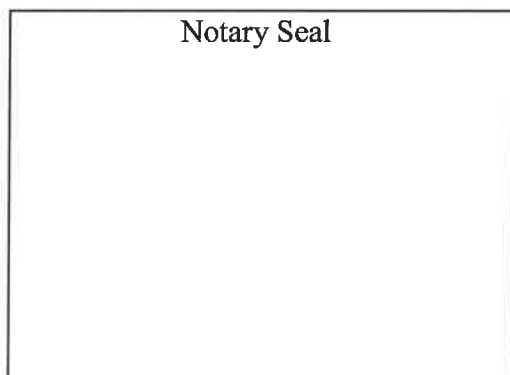
My appointment expires: \_\_\_\_\_

**TENANT ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person who appeared before me, and said person acknowledged that he/she signed this  
instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged  
it as the \_\_\_\_\_ of AT&T Mobility Corporation, the Manager of **New  
Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and  
voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_.



\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of

\_\_\_\_\_  
My appointment expires: \_\_\_\_\_

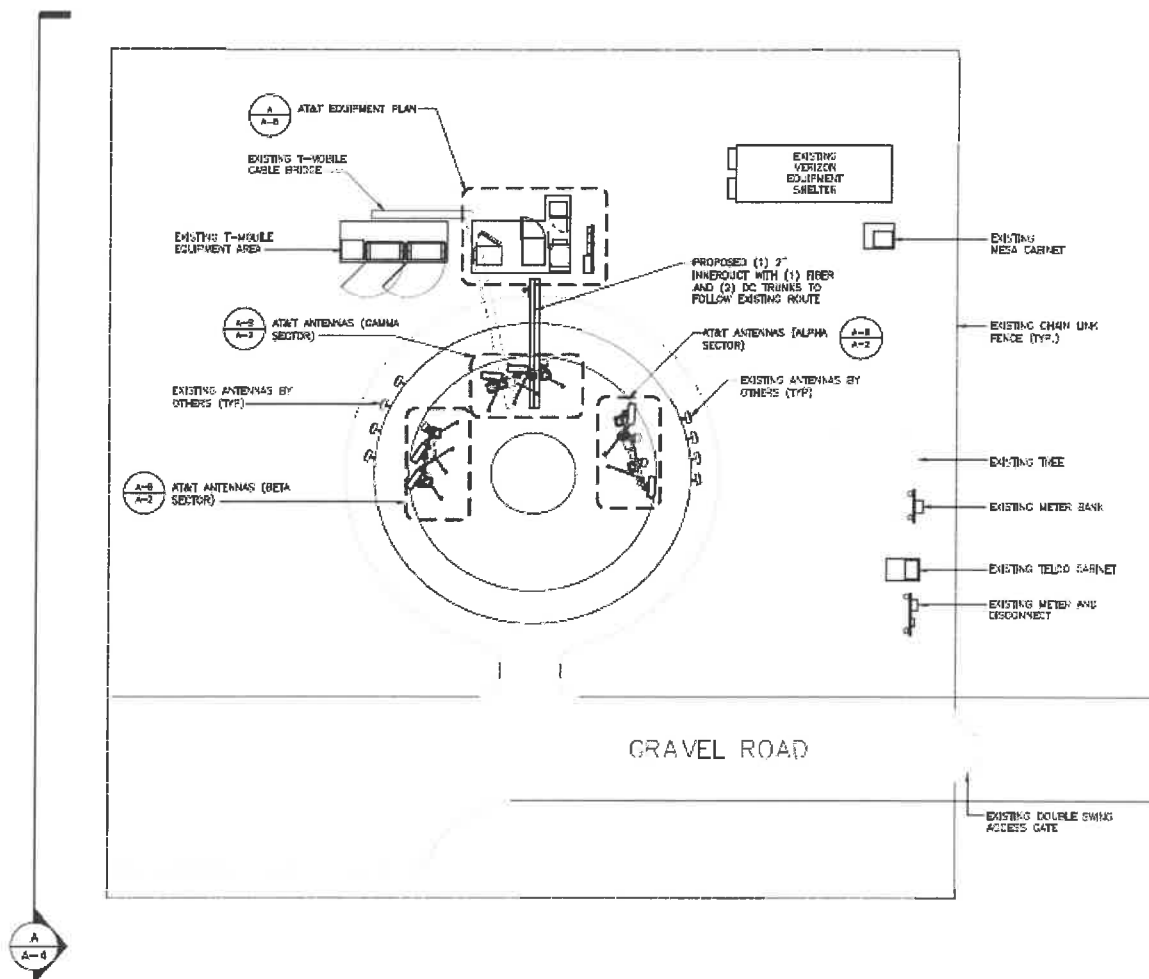
## Exhibit 1 to Memorandum of Agreement

### Legal Description

Street Address: 676 Brentwood, Block 1501, South Orange, NJ 7079

APN: 19-01501-0000-00010

That certain Premises (and access and utility easements) on a portion of the real property described as follows:



CERTIFICATE OF AUTHORITY – MUNICIPALITY

IN RE: Township of South Orange Village, a municipal corporation  
*Name of Municipality*

We, the undersigned Officers, Board Members, Trustees, and/or Superintendents of the above-named Municipality (the “**Municipality**”), hereby certify that we have reviewed the books and records of the Municipality, and that the individuals named below are the current Officers, Board Members, Trustees, and/or Superintendents of the Municipality, holding the title indicated:

**NOTE:** Please have the necessary Officers, Board Members, Trustees, and/or Superintendents according to your Municipal By-Laws, sign this Certificate and check the box if authorized to sign real estate transactions on behalf of the Municipality.

<u>Authorized Signatory</u> (✓if yes)	<u>Name</u>	<u>Title</u>	<u>Signature</u>
<input type="checkbox"/>	_____	_____	_____
<input type="checkbox"/>	_____	_____	_____
<input type="checkbox"/>	_____	_____	_____
<input type="checkbox"/>	_____	_____	_____
<input type="checkbox"/>	_____	_____	_____

PLEASE CHECK THE APPROPRIATE BOX FOR THE NUMBER OF REQUIRED SIGNATORIES:

☐ 1 person      ☐ 2 persons      ☐ All      Other \_\_\_\_\_

DATED as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



TOWNSHIP OF SOUTH ORANGE VILLAGERESOLUTION INTRODUCING THE SOUTH ORANGE VILLAGE CENTER ALLIANCE FY  
2020 OPERATING BUDGET AND SETTING A DATE FOR PUBLIC HEARING

WHEREAS, the South Orange Village Center Alliance ("SOVCA") is a statutory Special Improvement District which was created by the Township of South Orange Village in 2012; and

WHEREAS, pursuant to the authorizing statutes, and specifically N.J.S.A. 40:56-84, SOVCA is required to prepare and submit an annual operating budget for approval, public hearing and adoption by the Board of Trustees; and

WHEREAS, the SOVCA Board of Directors has prepared and presented the attached proposed FY 2020 operating budget to the Board of Trustees for approval and adoption.

NOW THEREFORE BE IT RESOLVED by the Board of Trustees for the Township of South Orange Village (hereafter "Board") that the statements of income and expenses attached hereto and made part of this Resolution shall constitute the Operating Budget for the South Orange Village Center Alliance for FY 2020; and

BE IT FURTHER RESOLVED that the Board does hereby approve for introduction the attached Operating Budget for the South Orange Village Center Alliance for FY 2020; and

BE IT FURTHER RESOLVED that said Budget shall be published in the official newspaper of the Township of South Orange Village in accordance with N.J.S.A. 40:56-84 and that a Public Hearing shall be held on February 24, 2020 at 8:00 p.m., or shortly thereafter, at the South Orange Performing Arts Center ("SOPAC") Village Hall, at which time and place discussions on said budget may be presented by the public.

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

## CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted on first reading by the Board of Trustees of the Township of South Orange Village at their Meeting held on January 27, 2020.

---

Kevin D. Harris  
Village Clerk

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000
--	---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	------

[illegible]

[illegible]

TOWNSHIP OF SOUTH ORANGE VILLAGE

VILLAGE PRESIDENT'S APPOINTMENT OF ALICE GREENBERG-SHEENY AS A  
REGULAR MEMBER TRUSTEE TO THE SOUTH ORANGE PUBLIC LIBRARY BOARD

WHEREAS, N.J.S.A. 40:54-9 sets forth that the mayor or chief executive shall appoint citizen members to serve on the Public Library; and

WHEREAS, the presently exists a vacancy as a Trustee on the South Orange Public Library Board (hereafter "Library Board") for term to expire on December 31, 2024 due to the expiration of the term of Shala Anastasio & Board Member Anastasio's expression to the Library Director that she is unable to continue serving; and

WHEREAS, Alice Greenberg-Sheeny has expressed an interest to serve on the Library Board; and

WHEREAS, Alice Greenberg-Sheeny has been found to be interested and qualified to serve as a Trustee on the Library Board.

NOW THEREFORE BE IT RESOLVED that, I, Sheena C. Collum, Village President of the Township of South Orange Village, hereby appoint Alice Greenberg-Sheeny as a Regular Member Trustee to the South Orange Public Library Board, replacing Shala Anastasio, to serve a term to expire on December 31, 2024, or until a successor is appointed and qualified, pursuant to the provisions set forth in N.J.S.A. 40:54-9.

# # #

Dated: January 27, 2020

\_\_\_\_\_  
Sheena C. Collum, Village President

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Village President's Appointment Resolution executed by the Village President of the Township of South Orange Village at the Board of Trustees Meeting held on Monday, January 27, 2020.

\_\_\_\_\_  
Kevin D. Harris  
Village Clerk

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION APPOINTING RICHARD LOMBARDI AS A SERGEANT IN THE  
SOUTH ORANGE DEPARTMENT OF PUBLIC SAFETY/POLICE FORCE

**WHEREAS,** there exists a vacancy in the position of Sergeant in the South Orange Department of Public Safety, Police Force; and

**WHEREAS,** Detective Richard Lombardi has been certified by the State of New Jersey, Department of Personnel as being among the top eligible candidates for the position of Police Sergeant; and

**WHEREAS,** Detective Lombardi, together with the other candidates ranked in the top three, was interviewed by Village Officials who have unanimously recommended the promotion and appointment of Detective Lombardi to the rank of Sergeant.

**NOW THEREFORE BE IT RESOLVED,** by the Board of Trustees of the Township of South Orange Village that Richard Lombardi is hereby appointed as a Sergeant in the South Orange Department of Public Safety/Police Force effective January 27, 2020.

The salary and benefits of the position shall be in accordance with the Collective Bargaining Agreement with the PBA Local 12A, Superior Officers Association for a Step One Sergeant.

# # #

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their meeting held on Monday, January 27, 2020.

---

Kevin D. Harris  
Village Clerk

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION APPOINTING ADRIAN ACEVEDO AS A LIEUTENANT IN THE SOUTH  
ORANGE DEPARTMENT OF PUBLIC SAFETY/POLICE FORCE

**WHEREAS,** there exists a vacancy in the position of Lieutenant in the South Orange Department of Public Safety, Police Force; and

**WHEREAS,** Sergeant Adrian Acevedo has been certified by the State of New Jersey, Department of Personnel as being among the top eligible candidates for the position of Police Lieutenant; and

**WHEREAS,** Sergeant Acevedo, together with the other candidates ranked in the top three, was interviewed by Village Officials who have unanimously recommended the promotion and appointment of Sergeant Acevedo to the rank of Lieutenant.

**NOW THEREFORE BE IT RESOLVED,** by the Board of Trustees of the Township of South Orange Village that Adrian Acevedo is hereby appointed as a Lieutenant in the South Orange Department of Public Safety/Police Force effective January 27, 2020.

The salary and benefits of the position shall be in accordance with the Collective Bargaining Agreement with the PBA Local 12A, Superior Officers Association for a Step One Lieutenant.

# # #

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their regular meeting held on Monday, January 27, 2020.

---

Kevin D. Harris  
Village Clerk



# Township of South Orange Village

Department of Health  
John M. Festa, Health Officer

TO: President Donna Coalier and the Board of Health

FROM: John M. Festa, Health Officer

DATE: January 27, 2020

RE: Monthly Report

## **PUBLIC**

1. The following retail food establishments (RFE's) were inspected and received an initial satisfactory rating: Village Trattoria,
2. The 2020 renewals were mailed out on December 30<sup>th</sup> and 31<sup>st</sup>. We started issuing the 2020 pet licenses on January 2<sup>nd</sup>. Thus far we have issued 119 dog and 11 cat licenses.
3. We received our monthly food laboratory reports on December 26<sup>th</sup>. The laboratory went to the following establishments. They are: Chris's family Diner, Bow Tie Theaters, Domino's Pizza, El Greco Pizza, and Village Sub Shop.  
The laboratory looks at the food temperatures, three food samples, and takes a swab. The testing parameters for the foods and swab are: Aerobic Plate Counts, Coliform, E. Coli., Staphylococci, and Staphylococcus aureus.  
Sterile swabs can be used to test the level of microbial contamination on various surfaces such as: cutting boards, slicer, utensils, a stainless steel table, and a glass. The same parameters are used as stated above. Two of the five establishments had hot holding temperatures that were a little low. One establishment had bacterial handling concerns.
4. On December 19<sup>th</sup> we received a complaint for excessive dog barking on Crest Circle. St. Hubert's will be conducting the complaint investigation.
5. On December 23<sup>rd</sup> we put out the rabies clinic lawn signs. I checked our signs on January 2<sup>nd</sup>. All of the signs had been removed.
6. On December 23<sup>rd</sup> we received a phone call from Reverend Zalerius in Irvington. He was aware of mother with a baby that had no place to stay. I forwarded the Reverend to the Interfaith Housing Network of Essex County for emergency housing.
7. On December 27<sup>th</sup> we received a complaint from a customer at Village Trattoria. The complainant alleges that there was a roach on their pizza. We believe that the roach came from the cardboard box packages.
8. On December 30<sup>th</sup> we received a report from the State laboratory. A resident living on Montrose Avenue was exposed to a bat. The bat was negative for rabies.



## **PUBLIC**

9. On January 2<sup>nd</sup> we started working on the 2019 Local Health Report (LHR). This year the State Department of Health wanted six sections. They are the following: annual financial summary, department contact & leadership information, staffing and human resources summary, health education & promotion, full-time health officer service, and New Jersey Board of Health Registry.  
Unfortunately, I base our local report off of the full LHR. Therefore, I will be completing the following twenty sections they include: annual financial summary, department contact & leadership information, staffing & human resources summary, annual bites & rabies, childhood lead poisoning, communicable diseases, emergency preparedness, health officer contact information, health education & promotion, individual clinical services, inquiries & complaints, kennels & pet shops, Local Health Department, NJ Board of Health Registry, other animal control, other services, recreational bathing (public pools), retail food establishments (food), school audits (vaccinations), and youth camps. The 2019 LHR is due on February 18<sup>th</sup>.
10. On January 3<sup>rd</sup> we picked up a dead raccoon on Scotland Road.
11. On January 3<sup>rd</sup> we picked up a dead fox on Montrose Avenue.
12. On January 6<sup>th</sup> we picked up a dead squirrel on Academy Street & Roland Avenue.
13. On January 6<sup>th</sup> we were notified of a dog bite by Mountainside Hospital. The infant was bit by her own dog. The dog bite took place at a home on Holland Road.  
By NJ Statute a Notice of Bite and Confinement of Animal Form will be issued and 10-day dog quarantine takes place. After the confinement the dog will be licensed.
14. On January 6<sup>th</sup> we also received two notifications from the ER at Saint Barnabas regarding dog bites. These bite occurred on Valley Street and South Ridgewood Road.  
By NJ Statute a Notice of Bite and Confinement of Animal Form will be issued and 10-day dog quarantine takes place. After the confinement the dog will be licensed.
15. We started issuing the 2020 pet licenses on January 6<sup>th</sup>.
16. On January 7<sup>th</sup> we received an odor issue at the train station on Sloan Street.
17. On January 7<sup>th</sup> we received a complaint on Ward Place. The complaint dealt with property maintenance issues: garbage, cars, rodents, and peeling paint.
18. On January 11<sup>th</sup> we had our Annual Free Rabies Clinic. There were 42 animals (39 dogs & 3 cats).
19. On January 11<sup>th</sup> we inspected Toro Loco. They received a conditional satisfactory. Some of the violations included: critical issues with the ware washing procedures, not sanitizing, many good retail practices violations.
20. On January 13<sup>th</sup> we received two barking dog complaints. One dog was on Blanchard and the other dog was on Crest Circle.



# Township of South Orange Village

Department of Health  
John M. Festa, Health Officer

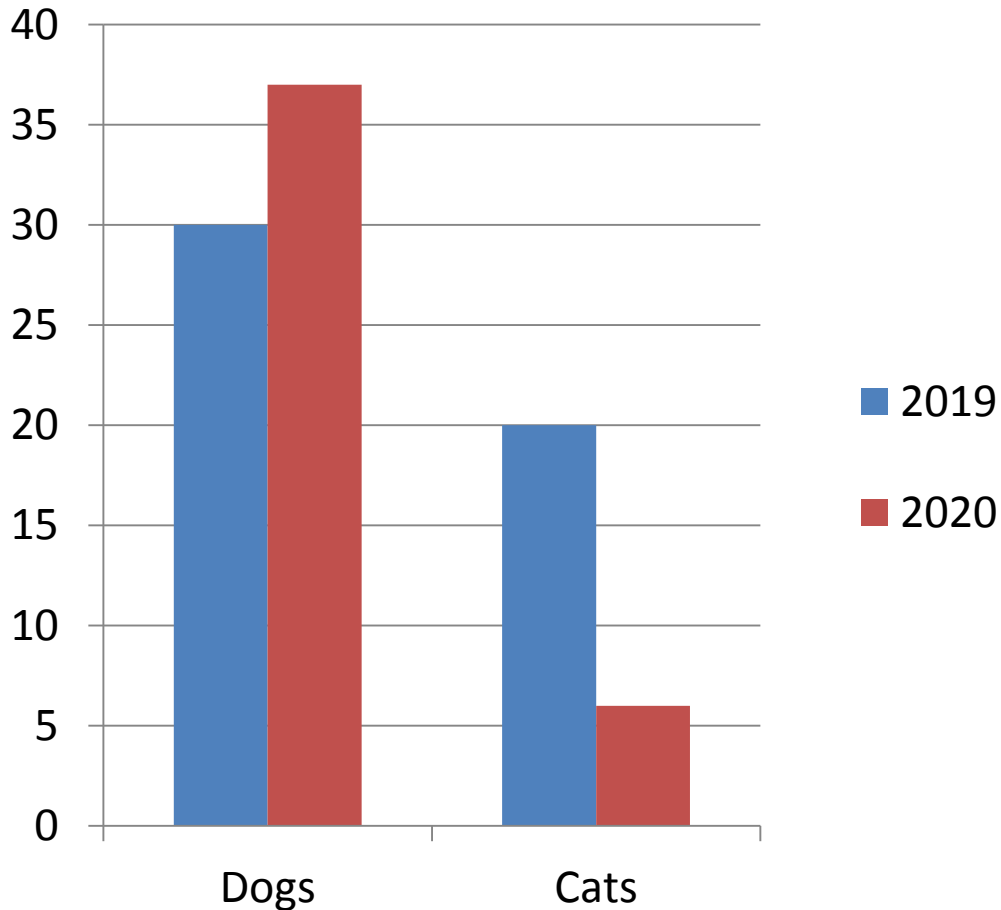
## **PUBLIC**

21. On January 13<sup>th</sup> we picked up a dead raccoon on Harding Drive.
22. On January 14<sup>th</sup> we drafted the Backyard Chicken End of Pilot Questionnaire and memo for the owners and contiguous neighbors.
23. On January 16<sup>th</sup> I assisted the nurse from Jespy House in obtaining some stroke educational magnets from Saint Barnabas. I am also setting up some speaking programs to the clients with Saint Barnabas.
24. On January 21<sup>st</sup> we picked up a dead raccoon on Scotland Road.

# Rabies Clinic Totals

## 2019 - 2020

### Slide 1

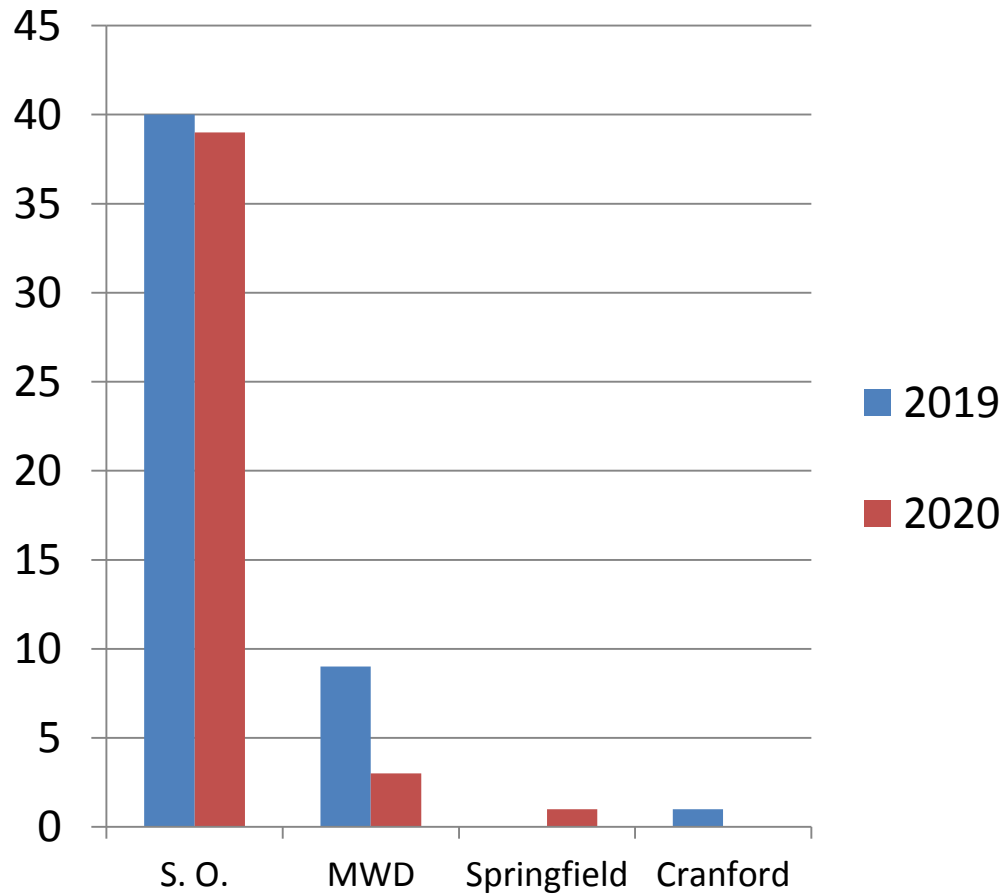


	2019	2020
Dogs	30	37
Cats	20	6

# Rabies Clinic - by township

## 2019 – 2020

### Slide 2



	2019	2020
S. O.	40	39
MWD	9	3
Springfield	0	1
Cranford	1	0

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION AUTHORIZING PAYMENT OF BILLS AND THE ISSUANCE OF CHECKS  
FOR THE PERIOD THROUGH JANUARY 27, 2020 IN THE TOTAL AMOUNT OF  
\$5,196,843.62

WHEREAS, certain bills which are contained on the bills list which is annexed hereto and incorporated herein have been submitted to the Township of South Orange Village for payment, and

WHEREAS, pursuant to N.J.S.A. 40A:5:16, it has been certified to the governing body that the goods or services for which said bills were submitted have been received by or rendered to the Township of South Orange Village and;

WHEREAS, the Chief Financial Officer of the Township of South Orange Village has certified to the governing body that there are funds legally appropriated and available in the budget for the payment of said bills and that the said payment will not result in the disbursement of public monies or in the encumbering of same in excess of the 2019 and/or 2020 appropriation for said purpose;

NOW THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Township of South Orange Village that it hereby authorizes and Chief Financial Officer and the Clerk to sign checks in payment of the bills set forth in the annexed schedule.

# # #

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their meeting held on January 27, 2020.

---

Kevin D. Harris  
Village Clerk

## **JANUARY 27, 2020 APPROVAL OF BILLS**

The attached bills are a proper charge against the Village. They have been reviewed and found in order.

I hereby certify that Trustees may validly authorize the payment of the bills which are set forth hereto and further certify that such authorization will not result in a disbursement of public monies by the Township of South Orange Village for any office, division, department, institution, board or body of said Village. I do further certify that the payment of these bills is not payment of obligation which has incurred which is in excess of the appropriation and limit of expenditure provided by law for any office, division, department, institution, board or body of the Township of South Orange Village. It is my intention in making this certification to the Board of Trustees that authorizing the expenditures above will not in any way result in the violation by any member of the Board of trustees of Chapter 131 of the laws of 1989.

\_\_\_\_\_  
Village Treasurer

Date: January 27, 2020

The attached bills totaling **[\$5,196,843.62]** are approved for payment.

### **Board of Trustees**

\_\_\_\_\_  
Walter Clarke

\_\_\_\_\_  
Karen Hartshorn Hilton

\_\_\_\_\_  
Stephen Schnall

\_\_\_\_\_  
Donna Coallier

\_\_\_\_\_  
Summer Jones

\_\_\_\_\_  
Bob Zuckerman

Warrants for the attached signed by us.

\_\_\_\_\_  
Sheena Collum, Village President

\_\_\_\_\_  
Christopher Battaglia, Village Treasurer

\_\_\_\_\_  
Kevin D. Harris, Village Clerk

**Bills List****VILLAGE OF SOUTH ORANGE**

01/23/20 04:13:41 PM

<u>PO Number</u>	<u>Po Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
01-1613- -	-	DUE TO/FROM PAYROLL			
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	4,713.80	01/09/20
<b>Total for</b>	<b>DUE TO/FROM PAYROLL</b>			<b>4,713.80</b>	
<b>Department Total:DUE TO/FROM PAYROLL</b>				<b>4,713.80</b>	
01-1920-08-1600-999		ANTICIPATED REVENUE UNIFORM CONSTRUCTION CODE FEES DCA FEES			
465614	01/08/20	TREASURER - STATE OF NJ	STATE TRAINING FEES 4TH QTR 2019	-4,927.00	01/15/20
465614	01/08/20	TREASURER - STATE OF NJ	STATE TRAINING FEES 4TH QTR 2019	-4,927.00	01/15/20
465614	01/08/20	TREASURER - STATE OF NJ	STATE TRAINING FEES 4TH QTR 2019	0.00	01/15/20
465614	01/08/20	TREASURER - STATE OF NJ	STATE TRAINING FEES 4TH QTR 2019	4,927.00	01/15/20
465614	01/08/20	TREASURER - STATE OF NJ	STATE TRAINING FEES 4TH QTR 2019	6,880.00	01/15/20
<b>Total for</b>	<b>ANTICIPATED REVENUE UNIFORM CONSTRUCTION CODE</b>			<b>1,953.00</b>	
<b>Department Total:ANTICIPATED REVENUE UNIFORM CONSTRUCTION CODE</b>				<b>1,953.00</b>	
01-2010-20-1011-010		BUDGET ADMINSTRATION & EXECUTIVE S&W			
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	7,304.92	01/09/20
<b>Total for</b>	<b>BUDGET ADMINSTRATION &amp; EXECUTIVE S&amp;W</b>			<b>7,304.92</b>	
<b>Department Total:BUDGET ADMINSTRATION &amp; EXECUTIVE S&amp;W</b>				<b>7,304.92</b>	
01-2010-20-1012-C01		BUDGET ADMINSTRATION & EXECUTIVE O/E CABLE VISION			
465781	01/22/20	OPTIMUM	CABLE SRVCS: 76 S.ORANGE AVE	17.72	01/22/20
<b>Total for</b>	<b>BUDGET ADMINSTRATION &amp; EXECUTIVE O/E CABLE</b>			<b>17.72</b>	
01-2010-20-1012-D00		BUDGET ADMINSTRATION & EXECUTIVE O/E PRINTING, PUBS AND POSTAGE			
465699	01/15/20	WORRALL COMMUNITY	Legal Notice - Pool Bid	68.40	01/22/20
<b>Total for</b>	<b>BUDGET ADMINSTRATION &amp; EXECUTIVE O/E PRINTING,</b>			<b>68.40</b>	
<b>Department Total:BUDGET ADMINSTRATION &amp; EXECUTIVE O/E</b>				<b>86.12</b>	
01-2010-20-1015-005		BUDGET SOPAC SOPAC			
465657	01/13/20	SO PERFORMING ART CENTER	VILLAGE SUBSIDY JANUARY 2020	24,125.00	01/22/20
465743	01/16/20	SO PERFORMING ART CENTER	VILLAGE SUBSIDY FEBRUARY 2020	24,125.00	01/22/20
<b>Total for</b>	<b>BUDGET SOPAC SOPAC</b>			<b>48,250.00</b>	
<b>Department Total:BUDGET SOPAC</b>				<b>48,250.00</b>	
01-2010-20-1021-010		BUDGET MUNICIPAL CLERK S&W			
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	5,493.77	01/09/20
<b>Total for</b>	<b>BUDGET MUNICIPAL CLERK S&amp;W</b>			<b>5,493.77</b>	
<b>Department Total:BUDGET MUNICIPAL CLERK S&amp;W</b>				<b>5,493.77</b>	

**Bills List****VILLAGE OF SOUTH ORANGE**

01/23/20 04:13:41 PM

<u>PO Number</u>	<u>Po Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
01-2010-20-1022-A02		BUDGET MUNICIPAL CLERK O/E	CREDIT CARD MERCHANT SERVICES		
465786	01/10/20	TRANSFIRST	DEMAND DEBIT - 01/10/2020	64.00	01/10/20
<b>Total for</b>		<b>BUDGET MUNICIPAL CLERK O/E CREDIT CARD</b>		<b>64.00</b>	
<b>Department Total:BUDGET MUNICIPAL CLERK O/E</b>				<b>64.00</b>	
01-2010-20-1031-010		BUDGET FINANCE S&W			
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	1,750.78	01/09/20
<b>Total for</b>		<b>BUDGET FINANCE S&amp;W</b>		<b>1,750.78</b>	
<b>Department Total:BUDGET FINANCE S&amp;W</b>				<b>1,750.78</b>	
01-2010-20-1032-A00		BUDGET FINANCE O/E	OFFICE EXPENSE AND SUPPLIES		
465655	01/13/20	SCARINCI & HOLLENBECK LLC	INV #225541; GENARAL FILE	2,618.00	01/22/20
<b>Total for</b>		<b>BUDGET FINANCE O/E OFFICE EXPENSE AND SUPPLIES</b>		<b>2,618.00</b>	
<b>Department Total:BUDGET FINANCE O/E</b>				<b>2,618.00</b>	
01-2010-20-1035-010		BUDGET IT S&W			
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	6,598.16	01/09/20
<b>Total for</b>		<b>BUDGET IT S&amp;W</b>		<b>6,598.16</b>	
<b>Department Total:BUDGET IT S&amp;W</b>				<b>6,598.16</b>	
01-2010-20-1041-010		BUDGET TAX ASSESSOR	S&W		
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	5,869.19	01/09/20
<b>Total for</b>		<b>BUDGET TAX ASSESSOR S&amp;W</b>		<b>5,869.19</b>	
<b>Department Total:BUDGET TAX ASSESSOR S&amp;W</b>				<b>5,869.19</b>	
01-2010-20-1042-A00		BUDGET TAX ASSESSOR	O/E OFFICE EXPENSE AND SUPPLIES		
465688	01/15/20	W.B.MASON	Binders	9.96	01/22/20
<b>Total for</b>		<b>BUDGET TAX ASSESSOR O/E OFFICE EXPENSE AND</b>		<b>9.96</b>	
01-2010-20-1042-E00		BUDGET TAX ASSESSOR	O/E EDUCATIONAL COURSES / TRAINING		
465648	01/10/20	NJLM	Webinar	25.00	01/22/20
<b>Total for</b>		<b>BUDGET TAX ASSESSOR O/E EDUCATIONAL COURSES /</b>		<b>25.00</b>	
<b>Department Total:BUDGET TAX ASSESSOR O/E</b>				<b>34.96</b>	
01-2010-20-1061-010		BUDGET TAX COLLECTION	S&W		
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	8,649.85	01/09/20
<b>Total for</b>		<b>BUDGET TAX COLLECTION S&amp;W</b>		<b>8,649.85</b>	
<b>Department Total:BUDGET TAX COLLECTION S&amp;W</b>				<b>8,649.85</b>	
01-2010-20-1101-010		BUDGET ENGINEERING	S&W		



**Bills List****VILLAGE OF SOUTH ORANGE**

01/23/20 04:13:41 PM

<u>PO Number</u>	<u>Po Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	8,397.83	01/09/20
<b>Total for</b>	<b>BUDGET ENGINEERING</b>	<b>S&amp;W</b>		<b>8,397.83</b>	
<b>Department Total:BUDGET ENGINEERING S&amp;W</b>				<b>8,397.83</b>	
01-2010-21-1132-B01 BUDGET PLANNING BOARD O/E LEGAL - COUNSEL FEES					
465754	01/17/20	SCARINCI & HOLLENBECK LLC	PLANNING BOARD ATTORNEY FEES	4,350.60	01/22/20
<b>Total for</b>	<b>BUDGET PLANNING BOARD</b>	<b>O/E LEGAL - COUNSEL</b>		<b>4,350.60</b>	
<b>Department Total:BUDGET PLANNING BOARD O/E</b>				<b>4,350.60</b>	
01-2010-22-1141-010 BUDGET BUILDING AND CONSTRUCTION S&W					
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	20,110.21	01/09/20
<b>Total for</b>	<b>BUDGET BUILDING AND CONSTRUCTION</b>	<b>S&amp;W</b>		<b>20,110.21</b>	
<b>Department Total:BUDGET BUILDING AND CONSTRUCTION S&amp;W</b>				<b>20,110.21</b>	
01-2010-22-1142-A01 BUDGET BUILDING AND CONSTRUCTION O/E CREDIT CARD MERCHANT					
465786	01/10/20	TRANSFIRST	DEMAND DEBIT - 01/10/2020	64.00	01/10/20
<b>Total for</b>	<b>BUDGET BUILDING AND CONSTRUCTION</b>	<b>O/E CREDIT</b>		<b>64.00</b>	
<b>Department Total:BUDGET BUILDING AND CONSTRUCTION O/E</b>				<b>64.00</b>	
01-2010-23-1172-710 BUDGET EMPLOYEE GROUP BENEFITS GROUP HEALTH INSURANCE					
465663	01/14/20	SHBP-STATE PENSIONS &	EE HEALTH BENEFITS JANUARY 2020	194,980.30	01/14/20
<b>Total for</b>	<b>BUDGET EMPLOYEE GROUP BENEFITS</b>	<b>GROUP HEALTH</b>		<b>194,980.30</b>	
<b>Department Total:BUDGET EMPLOYEE GROUP BENEFITS</b>				<b>194,980.30</b>	
01-2010-25-1191-010 BUDGET FIRE S&W					
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	163,446.69	01/09/20
<b>Total for</b>	<b>BUDGET FIRE</b>	<b>S&amp;W</b>		<b>163,446.69</b>	
<b>Department Total:BUDGET FIRE S&amp;W</b>				<b>163,446.69</b>	
01-2010-25-1192-C00 BUDGET FIRE O/E UTILITIES					
465765	01/17/20	UGI ENERGY SERVICES, LLC	DECEMBER 2019 GAS/ELECTRIC CHARGES	538.66	01/22/20
<b>Total for</b>	<b>BUDGET FIRE</b>	<b>O/E UTILITIES</b>		<b>538.66</b>	
<b>Department Total:BUDGET FIRE O/E</b>				<b>538.66</b>	
01-2010-25-1211-010 BUDGET POLICE S&W					
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	264,944.16	01/09/20
<b>Total for</b>	<b>BUDGET POLICE</b>	<b>S&amp;W</b>		<b>264,944.16</b>	
<b>Department Total:BUDGET POLICE S&amp;W</b>				<b>264,944.16</b>	

**Bills List****VILLAGE OF SOUTH ORANGE**

01/23/20 04:13:41 PM

<u>PO Number</u>	<u>Po Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
01-2010-25-1212-570		BUDGET POLICE O/E UNIFORM ALLOWANCE-SCHOOL GUARD			
465683	01/15/20	SANDRO REYES	157278 - UNIFORM JACKET REIMBURSE	250.00	01/22/20
<b>Total for</b>	<b>BUDGET POLICE O/E UNIFORM ALLOWANCE-SCHOOL</b>			<b>250.00</b>	
01-2010-25-1212-C00		BUDGET POLICE O/E UTILITIES			
465765	01/17/20	UGI ENERGY SERVICES, LLC	DECEMBER 2019 GAS/ELECTRIC CHARGES	814.21	01/22/20
<b>Total for</b>	<b>BUDGET POLICE O/E UTILITIES</b>			<b>814.21</b>	
01-2010-25-1212-C06		BUDGET POLICE O/E TELEPHONE			
465661	01/13/20	VERIZON	JANUARY 2020 PHONE CHARGES; POLICE	734.54	01/22/20
<b>Total for</b>	<b>BUDGET POLICE O/E TELEPHONE</b>			<b>734.54</b>	
<b>Department Total:</b>	<b>BUDGET POLICE O/E</b>			<b>1,798.75</b>	
01-2010-26-1291-010		BUDGET PUBLIC WORKS S&W			
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	78,552.71	01/09/20
<b>Total for</b>	<b>BUDGET PUBLIC WORKS S&amp;W</b>			<b>78,552.71</b>	
<b>Department Total:</b>	<b>BUDGET PUBLIC WORKS S&amp;W</b>			<b>78,552.71</b>	
01-2010-26-1292-750		BUDGET PUBLIC WORKS O/E RECYCLING CLEAN UP PROGRAM			
465734	01/15/20	WASTE MANAGEMENT OF NEW	PREPAY TYPE 13 WASTE	5,000.00	01/22/20
<b>Total for</b>	<b>BUDGET PUBLIC WORKS O/E RECYCLING CLEAN UP</b>			<b>5,000.00</b>	
01-2010-26-1292-C00		BUDGET PUBLIC WORKS O/E UTILITIES			
465765	01/17/20	UGI ENERGY SERVICES, LLC	DECEMBER 2019 GAS/ELECTRIC CHARGES	2,072.94	01/22/20
<b>Total for</b>	<b>BUDGET PUBLIC WORKS O/E UTILITIES</b>			<b>2,072.94</b>	
<b>Department Total:</b>	<b>BUDGET PUBLIC WORKS O/E</b>			<b>7,072.94</b>	
01-2010-27-1391-010		BUDGET HEALTH S&W			
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	3,958.26	01/09/20
<b>Total for</b>	<b>BUDGET HEALTH S&amp;W</b>			<b>3,958.26</b>	
<b>Department Total:</b>	<b>BUDGET HEALTH S&amp;W</b>			<b>3,958.26</b>	
01-2010-27-1392-170		BUDGET HEALTH O/E ENVIRONMENTAL SAMPLING			
465653	01/10/20	SANI PURE FOOD LABS	sampling	280.00	01/22/20
<b>Total for</b>	<b>BUDGET HEALTH O/E ENVIRONMENTAL SAMPLING</b>			<b>280.00</b>	
<b>Department Total:</b>	<b>BUDGET HEALTH O/E</b>			<b>280.00</b>	
01-2010-28-1471-010		BUDGET RECREATION S&W			
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	16,736.71	01/09/20
<b>Total for</b>	<b>BUDGET RECREATION S&amp;W</b>			<b>16,736.71</b>	

**Bills List****VILLAGE OF SOUTH ORANGE**

01/23/20 04:13:41 PM

<u>PO Number</u>	<u>Po Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
Department Total:BUDGET RECREATION S&W				16,736.71	
01-2010-28-1472-A02 BUDGET RECREATION O/E CREDIT CARD MERCHANT SERVICES					
465786	01/10/20	TRANSFIRST	DEMAND DEBIT - 01/10/2020	0.00	01/10/20
465786	01/10/20	TRANSFIRST	DEMAND DEBIT - 01/10/2020	841.68	01/10/20
Total for	BUDGET RECREATION O/E CREDIT CARD MERCHANT			841.68	
01-2010-28-1472-C00 BUDGET RECREATION O/E UTILITIES					
465765	01/17/20	UGI ENERGY SERVICES, LLC	DECEMBER 2019 GAS/ELECTRIC CHARGES	25.78	01/22/20
Total for	BUDGET RECREATION O/E UTILITIES			25.78	
01-2010-28-1472-C01 BUDGET RECREATION O/E CABLE VISION					
465780	01/22/20	OPTIMUM	CABLE SRVCS; 82 N RIDGEWOOD RD	168.10	01/22/20
465782	01/22/20	OPTIMUM	CABLE SRVCS: 298 WALTON FL1 TELC	114.05	01/22/20
Total for	BUDGET RECREATION O/E CABLE VISION			282.15	
Department Total:BUDGET RECREATION O/E				1,149.61	
01-2010-29-2510-010 BUDGET MUNICIPAL LIBRARY SALARIES AND WAGES					
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	34,308.23	01/09/20
Total for	BUDGET MUNICIPAL LIBRARY SALARIES AND WAGES			34,308.23	
Department Total:BUDGET MUNICIPAL LIBRARY				34,308.23	
01-2010-31-2072-130 BUDGET TELEPHONE TELEPHONE PUBLIC BUILDINGS					
465662	01/13/20	CABLEVISION LIGHTPATH,	INV #100241382; JANUARY 2020 PHONE	1,993.19	01/22/20
Total for	BUDGET TELEPHONE TELEPHONE PUBLIC BUILDINGS			1,993.19	
Department Total:BUDGET TELEPHONE				1,993.19	
01-2010-31-2092-010 BUDGET STREET LIGHTING STREET LIGHTING					
465765	01/17/20	UGI ENERGY SERVICES, LLC	DECEMBER 2019 GAS/ELECTRIC CHARGES	172.48	01/22/20
Total for	BUDGET STREET LIGHTING STREET LIGHTING			172.48	
Department Total:BUDGET STREET LIGHTING				172.48	
01-2010-36-2130-770 BUDGET SOCIAL SECURITY SOCIAL SECURITY					
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	28,780.32	01/09/20
Total for	BUDGET SOCIAL SECURITY SOCIAL SECURITY			28,780.32	
Department Total:BUDGET SOCIAL SECURITY				28,780.32	
01-2010-43-1241-010 BUDGET MUNICIPAL COURT S&W					
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	4,876.41	01/09/20
Total for	BUDGET MUNICIPAL COURT S&W			4,876.41	

**Bills List****VILLAGE OF SOUTH ORANGE**

01/23/20 04:13:41 PM

<u>PO Number</u>	<u>Po Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
Department Total:BUDGET MUNICIPAL COURT S&W				4,876.41	
01-2010-43-1251-110 BUDGET PUBLIC DEFENDER S&W					
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	1,088.99	01/09/20
Total for BUDGET PUBLIC DEFENDER S&W				1,088.99	
Department Total:BUDGET PUBLIC DEFENDER S&W				1,088.99	
01-2010-45-9200- BUDGET BOND PRINCIPAL BOND PRINCIPAL					
465671	01/15/20	CHASE MANHATTAN BANK	2020 BOND PRINCIPAL DUE 01/15/2020	2,295,000.00	01/15/20
Total for BUDGET BOND PRINCIPAL BOND PRINCIPAL				2,295,000.00	
Department Total:BUDGET BOND PRINCIPAL				2,295,000.00	
01-2010-45-9300- BUDGET BOND INTEREST BOND INTEREST					
465672	01/15/20	CHASE MANHATTAN BANK	2020 BOND INTEREST DUE 01/15/2020	269,689.34	01/15/20
Total for BUDGET BOND INTEREST BOND INTEREST				269,689.34	
Department Total:BUDGET BOND INTEREST				269,689.34	
01-2030-20-1032-A00 APPROPRIATION RESERVES FINANCE O/E OFFICE EXPENSE AND SUPPLIES					
465452	12/11/19	THE UPS STORE, #6091	Envelopes	1,042.10	01/22/20
Total for APPROPRIATION RESERVES FINANCE O/E OFFICE				1,042.10	
01-2030-20-1032-J00 APPROPRIATION RESERVES FINANCE O/E AWARDS, MEETINGS AND MICS					
465674	01/15/20	ADP	INV #549221524, #549220975 &	5,145.33	01/22/20
Total for APPROPRIATION RESERVES FINANCE O/E AWARDS,				5,145.33	
Department Total:APPROPRIATION RESERVES FINANCE O/E				6,187.43	
01-2030-20-1035-010 APPROPRIATION RESERVES IT S&W					
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	2,062.57	01/09/20
Total for APPROPRIATION RESERVES IT S&W				2,062.57	
Department Total:APPROPRIATION RESERVES IT S&W				2,062.57	
01-2030-20-1072-370 APPROPRIATION RESERVES VILLAGE COUNSEL VILLAGE COUNSEL					
462320	01/14/19	POST,POLAK, P.A	2019 VILLAGE COUNSEL	2,692.50	01/22/20
463743	05/29/19	POST,POLAK, P.A	2019 VILLAGE COUNSEL RETAINER	5,052.56	01/22/20
Total for APPROPRIATION RESERVES VILLAGE COUNSEL VILLAGE				7,745.06	
Department Total:APPROPRIATION RESERVES VILLAGE COUNSEL				7,745.06	
01-2030-21-1132-B01 APPROPRIATION RESERVES PLANNING BOARD O/E LEGAL - COUNSEL FEES					
465655	01/13/20	SCARINCI & HOLLENBECK LLC	INV #225541; GENARAL FILE	6,115.00	01/22/20
Total for APPROPRIATION RESERVES PLANNING BOARD O/E				6,115.00	

**Bills List****VILLAGE OF SOUTH ORANGE**

01/23/20 04:13:41 PM

<u>PO Number</u>	<u>Po Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
<b>Department Total:</b> APPROPRIATION RESERVES PLANNING BOARD O/E				<b>6,115.00</b>	
01-2030-22-1142-F00		APPROPRIATION RESERVES BUILDING AND CONSTRUCTION O/E AUTO			
465618	01/08/20	SOUTH ORANGE FRIENDLY	TOWN CAR STATE INSPECTION	75.00	01/22/20
<b>Total for</b>	<b>APPROPRIATION RESERVES BUILDING AND</b>			<b>75.00</b>	
<b>Department Total:</b> APPROPRIATION RESERVES BUILDING AND				<b>75.00</b>	
01-2030-25-1212-B00		APPROPRIATION RESERVES POLICE O/E PROFESSIONAL SERVICES			
464965	10/16/19	BHMG - CORPORATE CARE	63318-00 - PHYSICAL NASISI / REYES	780.00	01/22/20
465483	12/11/19	STATE OF NJ-REGIONAL	POLICE APP DRUG TEST	90.00	01/22/20
<b>Total for</b>	<b>APPROPRIATION RESERVES POLICE O/E PROFESSIONAL</b>			<b>870.00</b>	
01-2030-25-1212-C02		APPROPRIATION RESERVES POLICE O/E PSEG ELECTRIC / GAS			
465784	01/22/20	PSE&G	DECEMBER 2019 GAS/ELECTRIC CHARGES	45.42	01/22/20
<b>Total for</b>	<b>APPROPRIATION RESERVES POLICE O/E PSEG</b>			<b>45.42</b>	
01-2030-25-1212-C06		APPROPRIATION RESERVES POLICE O/E TELEPHONE			
465766	01/17/20	VERIZON WIRELESS	MONTHLY MDT CHARGES 12/10-01/9/20	783.98	01/22/20
<b>Total for</b>	<b>APPROPRIATION RESERVES POLICE O/E TELEPHONE</b>			<b>783.98</b>	
01-2030-25-1212-E00		APPROPRIATION RESERVES POLICE O/E EDUCATIONAL COURSES / TRAINING			
465577	12/30/19	NJSACOP	POLICE EXEC INST - CAPT DOLINAC	950.00	01/22/20
<b>Total for</b>	<b>APPROPRIATION RESERVES POLICE O/E EDUCATIONAL</b>			<b>950.00</b>	
01-2030-25-1212-F00		APPROPRIATION RESERVES POLICE O/E AUTO MAINTENANCE / EXPENSE			
465579	12/30/19	SOUTH ORANGE FRIENDLY	25788 & 25791 VEH 703, 704	559.08	01/22/20
<b>Total for</b>	<b>APPROPRIATION RESERVES POLICE O/E AUTO</b>			<b>559.08</b>	
01-2030-25-1212-K00		APPROPRIATION RESERVES POLICE O/E BUILDING REPAIR AND MAINT			
462956	03/04/19	CITY FIRE EQUIPMENT	2019 ALARM MONITORING & INSPECTION	0.00	01/22/20
465583	12/30/19	ESSEX LOCKSMITH LLC	341060 - KEYS MADE	22.65	01/22/20
<b>Total for</b>	<b>APPROPRIATION RESERVES POLICE O/E BUILDING</b>			<b>22.65</b>	
<b>Department Total:</b> APPROPRIATION RESERVES POLICE O/E				<b>3,231.13</b>	
01-2030-26-1292-520		APPROPRIATION RESERVES PUBLIC WORKS O/E TOOLS & EQUIPMENT			
465152	11/06/19	A & K EQUIPMENT COMPANY,	PAY DOWN- PARTS AND SUPPLIES	554.00	01/22/20
465263	11/21/19	A & K EQUIPMENT COMPANY,	SALTER REPAIR	1,783.88	01/22/20
465353	12/02/19	A & K EQUIPMENT COMPANY,	GATOR SALT CONTROL	543.88	01/22/20
463024	03/20/19	AIR BRAKE EXCHANGE	PAY DOWN- PARTS	1,118.55	01/22/20
464656	09/11/19	AWISCO	PAY DOWN- WELDING SUPPLIES	215.20	01/22/20

**Bills List****VILLAGE OF SOUTH ORANGE**

01/23/20 04:13:41 PM

<b><u>PO Number</u></b>	<b><u>Po Date</u></b>	<b><u>Vendor</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>	<b><u>Paid Date</u></b>
465078	10/29/19	BUY WISE AUTO PARTS	PAY DOWN- PARTS AND SUPPLIES	1,073.15	01/22/20
465524	12/18/19	CERTIFIED LABORATORIES	TUB OF GREASE	815.98	01/22/20
464661	09/11/19	E.L. CONGDON & SONS LUMBER	PAY DOWN- MASONARY MATERIALS	1,205.40	01/22/20
465039	10/23/19	FOLEY, INC	PAY DOWN- PARTS AND SUPPLIES	780.42	01/22/20
465421	12/09/19	HOME DEPOT CREDIT SERVICES	SNOW SHOVELS & GLOVES	244.13	01/22/20
<b>Total for</b>	<b>APPROPRIATION RESERVES PUBLIC WORKS O/E TOOLS</b>			<b>8,334.59</b>	
01-2030-26-1292-580	APPROPRIATION RESERVES PUBLIC WORKS O/E VILLAGE BEAUTIFICATION				
464991	10/17/19	HILLCREST FARMS &	MUMS	1,000.00	01/22/20
464996	10/18/19	HILLCREST FARMS &	MUMS FOR PLANTING	213.80	01/22/20
<b>Total for</b>	<b>APPROPRIATION RESERVES PUBLIC WORKS O/E</b>			<b>1,213.80</b>	
01-2030-26-1292-610	APPROPRIATION RESERVES PUBLIC WORKS O/E STREET & ROADS -MATERIAL				
465332	12/02/19	NEWARK ASPHALT CORP.	PAY DOWN ASPHALT	471.45	01/22/20
<b>Total for</b>	<b>APPROPRIATION RESERVES PUBLIC WORKS O/E STREET</b>			<b>471.45</b>	
01-2030-26-1292-620	APPROPRIATION RESERVES PUBLIC WORKS O/E STREET SIGNS				
465330	12/02/19	AMERICAN TRAFFIC & STREET	PAY DOWN- TRAFFIC AND STREET SIGNS	1,120.00	01/22/20
<b>Total for</b>	<b>APPROPRIATION RESERVES PUBLIC WORKS O/E STREET</b>			<b>1,120.00</b>	
01-2030-26-1292-710	APPROPRIATION RESERVES PUBLIC WORKS O/E RECYCLING PROGRAM				
462344	01/14/19	GIORDANO COMPANY INC.	2019 SINGLE STREAM RECYCLING	15,600.00	01/22/20
<b>Total for</b>	<b>APPROPRIATION RESERVES PUBLIC WORKS O/E</b>			<b>15,600.00</b>	
01-2030-26-1292-A00	APPROPRIATION RESERVES PUBLIC WORKS O/E OFFICE EXPENSE AND				
465278	11/21/19	CLEAN MAT SERVICES LLC	PAY DOWN- MAT SERVICE	100.50	01/22/20
465443	12/11/19	RESERVOIR RESTAURANT	DEPARTMENT EOY LUNCH	408.00	01/22/20
465450	12/11/19	W.B.MASON	ADJUSTABLE CONVERTER	200.93	01/22/20
<b>Total for</b>	<b>APPROPRIATION RESERVES PUBLIC WORKS O/E OFFICE</b>			<b>709.43</b>	
01-2030-26-1292-B00	APPROPRIATION RESERVES PUBLIC WORKS O/E PROFESSIONAL SERVICES				
464659	09/11/19	BHMG - CORPORATE CARE	IVES DRUG TEST/ FIT FOR DUTY	220.00	01/22/20
<b>Total for</b>	<b>APPROPRIATION RESERVES PUBLIC WORKS O/E</b>			<b>220.00</b>	
01-2030-26-1292-F00	APPROPRIATION RESERVES PUBLIC WORKS O/E AUTO MAINTENANCE /				
465591	12/30/19	ABREU TRUCK SERVICES, INC.	TRUCK DEP INSPECTION/ MAINTENANCE	7,877.36	01/22/20
<b>Total for</b>	<b>APPROPRIATION RESERVES PUBLIC WORKS O/E AUTO</b>			<b>7,877.36</b>	
01-2030-26-1292-K00	APPROPRIATION RESERVES PUBLIC WORKS O/E BUILDING REPAIR AND				
462956	03/04/19	CITY FIRE EQUIPMENT	2019 ALARM MONITORING & INSPECTION	0.00	01/22/20

**Bills List****VILLAGE OF SOUTH ORANGE**

01/23/20 04:13:41 PM

<u>PO Number</u>	<u>Po Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
464682	09/11/19	HOME DEPOT CREDIT SERVICES	SHELVES FOR SHOP	258.98	01/22/20
Total for	APPROPRIATION RESERVES PUBLIC WORKS O/E			258.98	
Department Total:	APPROPRIATION RESERVES PUBLIC WORKS O/E			35,805.61	
01-2030-28-1472-360 APPROPRIATION RESERVES RECREATION O/E RECREATION PROGRAMS					
464814	09/25/19	BSN SPORTS, INC	1033911 SPORT BASKETBALL	898.00	01/22/20
465160	11/06/19	BSN SPORTS, INC	ACCT #1033911 SPORT FUTSALS REC	117.56	01/22/20
Total for	APPROPRIATION RESERVES RECREATION O/E			1,015.56	
01-2030-28-1472-C02 APPROPRIATION RESERVES RECREATION O/E PSEG ELECTRIC / GAS					
465784	01/22/20	PSE&G	DECEMBER 2019 GAS/ELECTRIC CHARGES	386.14	01/22/20
Total for	APPROPRIATION RESERVES RECREATION O/E PSEG			386.14	
01-2030-28-1472-E00 APPROPRIATION RESERVES RECREATION O/E EDUCATIONAL COURSES /					
465538	12/18/19	NJ RECREATION & PARK	CONFERENCE/INSTITUTES	1,063.00	01/22/20
Total for	APPROPRIATION RESERVES RECREATION O/E			1,063.00	
01-2030-28-1472-I00 APPROPRIATION RESERVES RECREATION O/E SPECIAL EVENTS					
465482	12/11/19	FUNKY FUN ART, LLC	SPEC EVENT GINGREBRAD ART DEC 21ST	350.00	01/22/20
465609	01/08/20	PETER TRAVERS	REIMBURSEMENT FOR MENORAH LIGHTING	94.94	01/22/20
465537	12/18/19	W.B.MASON	VOID	0.00	01/17/20
Total for	APPROPRIATION RESERVES RECREATION O/E SPECIAL			444.94	
01-2030-28-1472-K00 APPROPRIATION RESERVES RECREATION O/E BUILDING REPAIR AND MAINT					
462956	03/04/19	CITY FIRE EQUIPMENT	2019 ALARM MONITORING & INSPECTION	900.00	01/22/20
465578	12/30/19	SAL ELECTRIC CO., INC	VOID	0.00	01/17/20
Total for	APPROPRIATION RESERVES RECREATION O/E BUILDING			900.00	
Department Total:	APPROPRIATION RESERVES RECREATION O/E			3,809.64	
01-2030-29-2510-020 APPROPRIATION RESERVES MUNICIPAL LIBRARY OPERATING EXPENSES					
462956	03/04/19	CITY FIRE EQUIPMENT	2019 ALARM MONITORING & INSPECTION	0.00	01/22/20
Total for	APPROPRIATION RESERVES MUNICIPAL LIBRARY			0.00	
Department Total:	APPROPRIATION RESERVES MUNICIPAL LIBRARY			0.00	
01-2030-31-2062-130 APPROPRIATION RESERVES ELECTRICITY ELECTRICITY					
465784	01/22/20	PSE&G	DECEMBER 2019 GAS/ELECTRIC CHARGES	285.97	01/22/20
Total for	APPROPRIATION RESERVES ELECTRICITY ELECTRICITY			285.97	
Department Total:	APPROPRIATION RESERVES ELECTRICITY			285.97	
01-2030-31-2092-010 APPROPRIATION RESERVES STREET LIGHTING STREET LIGHTING					

**Bills List****VILLAGE OF SOUTH ORANGE**

01/23/20 04:13:41 PM

<u>PO Number</u>	<u>Po Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
465784	01/22/20	PSE&G	DECEMBER 2019 GAS/ELECTRIC CHARGES	3,437.24	01/22/20
462753	02/15/19	THE MANORS AT SOUTH	2019 STREET LIGHT REIMBURSEMENT	1,530.55	01/22/20
Total for	APPROPRIATION RESERVES STREET LIGHTING STREET			4,967.79	
Department Total:	APPROPRIATION RESERVES STREET LIGHTING			4,967.79	
01-2050- - - TAX OVERPAYMENTS					
465472	12/11/19	CORELOGIC	2019 TAX REFUNDS O/P	3,914.67	01/22/20
465521	12/18/19	CORELOGIC	2019 TAX REFUNDS O/P	4,925.80	01/22/20
465473	12/11/19	WELLS FARGO HOME MORTGAGE	2019 TAX REFUNDS O/P	5,498.72	01/22/20
Total for	TAX OVERPAYMENTS			14,339.19	
Department Total:	TAX OVERPAYMENTS			14,339.19	
02-3000-07-3000-018 APPROPRIATED GRANTS GROTTA FUND PLANNING GRANT GROTTA FUND					
465232	11/19/19	JOY YAGID	INV# 20190328006 VACCINATION VIDEO	250.00	01/22/20
Total for	APPROPRIATED GRANTS GROTTA FUND PLANNING GRANT			250.00	
02-3000-07-3000-019 APPROPRIATED GRANTS GROTTA FUND PLANNING GRANT GROTTA FUND					
465623	01/08/20	DIRECT MAIL DEPOT, INC	INV #12-121960; SENIOR NEWSLETTER	418.75	01/22/20
465624	01/08/20	DIRECT MAIL DEPOT, INC	INV #44061; POSTAGE FOR SENIOR	600.00	01/22/20
465613	01/08/20	EZ RIDE	SENIOR TRIP TRANSPORTATION	595.00	01/22/20
465626	01/08/20	SO PERFORMING ART CENTER	SOMA 2 TOWNS 4 ALL AGES SPEAKER	80.00	01/22/20
Total for	APPROPRIATED GRANTS GROTTA FUND PLANNING GRANT			1,693.75	
Department Total:	APPROPRIATED GRANTS GROTTA FUND PLANNING GRANT			1,943.75	
02-3000-13-1000-019 APPROPRIATED GRANTS MUNICIPAL ALLIANCE GRANT 2019-M.A.G. + MATCH					
465327	11/27/19	COLLEEN MILLER	MAG - COORDINATOR FEE	-1,000.00	01/14/20
465327	11/27/19	COLLEEN MILLER	MAG - COORDINATOR FEE	1,000.00	01/14/20
Total for	APPROPRIATED GRANTS MUNICIPAL ALLIANCE GRANT			0.00	
Department Total:	APPROPRIATED GRANTS MUNICIPAL ALLIANCE GRANT			0.00	
04-2150-17-0609-000 IMPROVEMENT AUTHORIZATIONS RECREATION/HISTORIC BUILDINGS					
460489	05/17/18	THE BIBER PARTNERSHIP	CONSULTING SRVCS BAIRD RENOVATION	8,111.52	01/22/20
Total for	IMPROVEMENT AUTHORIZATIONS RECREATION/HISTORIC			8,111.52	
Department Total:	IMPROVEMENT AUTHORIZATIONS RECREATION/HISTORIC			8,111.52	
04-2150-19-0201-000 IMPROVEMENT AUTHORIZATIONS IT AND COMMUNICATION EQUIP					
464250	07/23/19	CONTINENTAL RESOURCES,	GENERAL SUPPORT SERVICES FOR CISCO	7,400.00	01/22/20
464277	07/24/19	CONTINENTAL RESOURCES,	SCOPE OF WORK; LEGACY SERVERS AT PD	8,880.00	01/22/20



**Bills List****VILLAGE OF SOUTH ORANGE**

01/23/20 04:13:41 PM

<u>PO Number</u>	<u>Po Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
Total for	IMPROVEMENT AUTHORIZATIONS IT AND			16,280.00	
Department Total:IMPROVEMENT AUTHORIZATIONS IT AND				16,280.00	
04-2150-19-0203-000 IMPROVEMENT AUTHORIZATIONS STREETS AND ROADS					
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	0.00	01/09/20
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	0.00	01/09/20
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	0.00	01/09/20
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	600.00	01/09/20
Total for	IMPROVEMENT AUTHORIZATIONS STREETS AND ROADS			600.00	
Department Total:IMPROVEMENT AUTHORIZATIONS STREETS AND ROADS				600.00	
04-2150-19-0207-000 IMPROVEMENT AUTHORIZATIONS SANITARY SEWER SYSTEM					
463805	06/05/19	NATIONAL WATER MAIN	SANITARY TV INSPECTIONS & FLUSHING	2,268.00	01/22/20
Total for	IMPROVEMENT AUTHORIZATIONS SANITARY SEWER			2,268.00	
Department Total:IMPROVEMENT AUTHORIZATIONS SANITARY SEWER				2,268.00	
05-2010-00-6011-010 BUDGET SALARIES & WAGES SALARIES & WAGES					
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	0.00	01/09/20
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	0.00	01/09/20
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	4,020.00	01/09/20
Total for	BUDGET SALARIES & WAGES SALARIES & WAGES			4,020.00	
Department Total:BUDGET SALARIES & WAGES				4,020.00	
05-2010-00-6012-100 BUDGET WATER DEPT O/E FEES & PERMITS					
465745	01/17/20	HOWARD LEVISON	REIMBURSEMENT FOR PARKING; CONF.	59.00	01/22/20
465776	01/22/20	TREASURER - STATE OF NJ	INV #192070410; BUREAU OF WATER	4,565.00	01/22/20
Total for	BUDGET WATER DEPT O/E FEES & PERMITS			4,624.00	
Department Total:BUDGET WATER DEPT O/E				4,624.00	
05-2030-00-6012-020 APPROPRIATION RESERVES WATER DEPT O/E BULK WATER PURCHASE					
465664	01/15/20	NEW JERSEY AMERICAN WATER	BULK WATER - DECEMBER 2019	191,085.55	01/22/20
Total for	APPROPRIATION RESERVES WATER DEPT O/E BULK			191,085.55	
05-2030-00-6012-050 APPROPRIATION RESERVES WATER DEPT O/E CONTRACT SERVICES (O&M)					
465665	01/15/20	AMERICAN WATER SERVICES	MONTHLY MANAGEMENT FEE DECEMBER	65,725.92	01/22/20
Total for	APPROPRIATION RESERVES WATER DEPT O/E CONTRACT			65,725.92	
05-2030-00-6012-060 APPROPRIATION RESERVES WATER DEPT O/E PROFESSIONAL SERVICES					
465656	01/13/20	POST,POLAK, P.A	WATER MATTERS THROUGH 12/31/2019	0.00	01/22/20

**Bills List****VILLAGE OF SOUTH ORANGE**

01/23/20 04:13:41 PM

<u>PO Number</u>	<u>Po Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
465656	01/13/20	POST,POLAK, P.A	WATER MATTERS THROUGH 12/31/2019	1,125.00	01/22/20
Total for	APPROPRIATION RESERVES WATER DEPT O/E			1,125.00	
05-2030-00-6012-350 APPROPRIATION RESERVES WATER DEPT O/E ELECTRIC AND GAS					
465784	01/22/20	PSE&G	DECEMBER 2019 GAS/ELECTRIC CHARGES	4,023.81	01/22/20
Total for	APPROPRIATION RESERVES WATER DEPT O/E ELECTRIC			4,023.81	
Department Total:APPROPRIATION RESERVES WATER DEPT O/E				261,960.28	
06-2150-16-0100-000 UTILITY IMPROVEMENT AUTHORIZAT VARIOUS WATER IMPROVEMENTS					
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	0.00	01/09/20
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	0.00	01/09/20
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	0.00	01/09/20
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	0.00	01/09/20
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	0.00	01/09/20
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	2,025.00	01/09/20
Total for	UTILITY IMPROVEMENT AUTHORIZAT VARIOUS WATER			2,025.00	
Department Total:UTILITY IMPROVEMENT AUTHORIZAT VARIOUS WATER				2,025.00	
11-2000-00-1000- RESERVE FOR EXPENDITURES POLICE OUTSIDE DUTY					
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	0.00	01/09/20
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	0.00	01/09/20
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	0.00	01/09/20
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	0.00	01/09/20
465787	01/09/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 01/09/2020	6,612.50	01/09/20
Total for	RESERVE FOR EXPENDITURES POLICE OUTSIDE DUTY			6,612.50	
Department Total:RESERVE FOR EXPENDITURES POLICE OUTSIDE DUTY				6,612.50	
11-2000-00-1300- RESERVE FOR EXPENDITURES POOL TRUST					
463403	04/29/19	ACRYLIC FLOORING	VOID	0.00	01/22/20
463827	06/05/19	ALL STATE TECHNOLOGY, INC.	POOL SPARE PUMP REC	7,200.00	01/22/20
464938	10/11/19	SUBURBAN CONSULTING	POOL RESURFACING & CONCRETE DECK	6,330.01	01/22/20
Total for	RESERVE FOR EXPENDITURES POOL TRUST			13,530.01	
Department Total:RESERVE FOR EXPENDITURES POOL TRUST				13,530.01	
13-2000-00-1000- PAYROLL EXPENDITURES ADP NET PAYROLL					
465769	01/09/20	PRIMEPOINT, LLC.	PRIMEPOINT DIRECT DEPOSIT 01/09/20	354,012.06	01/09/20
465772	01/09/20	PRIMEPOINT, LLC.	PRIMEPOINT DIRECT DEPOSIT 01/09/20	2,598.77	01/09/20

**Bills List****VILLAGE OF SOUTH ORANGE**

01/23/20 04:13:41 PM

<u>PO Number</u>	<u>Po Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
465773	01/09/20	PRIMEPOINT, LLC.	PRIMEPOINT DIRECT DEPOSIT 01/23/20	428,031.54	01/22/20
<b>Total for PAYROLL EXPENDITURES ADP NET PAYROLL</b>			<b>784,642.37</b>		
<b>Department Total:PAYROLL EXPENDITURES ADP NET PAYROLL</b>			<b>784,642.37</b>		
13-2000-00-2000- PAYROLL EXPENDITURES PAYROLL TAXES					
465770	01/09/20	PRIMEPOINT, LLC.	PRIMEPOINT TAXES 01/09/20 PR	163,434.62	01/09/20
465774	01/22/20	PRIMEPOINT, LLC.	PRIMEPOINT TAXES 01/23/20 PR	174,612.18	01/22/20
<b>Total for PAYROLL EXPENDITURES PAYROLL TAXES</b>			<b>338,046.80</b>		
<b>Department Total:PAYROLL EXPENDITURES PAYROLL TAXES</b>			<b>338,046.80</b>		
13-2000-00-3000- PAYROLL EXPENDITURES WAGE GARNISHMENTS					
465771	01/09/20	PRIMEPOINT, LLC.	PRIMEPOINT WAGE GARNISHMENTS	6,793.83	01/09/20
465775	01/22/20	PRIMEPOINT, LLC.	PRIMEPOINT WAGE GARNISHMENTS	4,275.18	01/22/20
<b>Total for PAYROLL EXPENDITURES WAGE GARNISHMENTS</b>			<b>11,069.01</b>		
<b>Department Total:PAYROLL EXPENDITURES WAGE GARNISHMENTS</b>			<b>11,069.01</b>		
13-2000-01-1000- PAYROLL EXPENDITURES NORMAL PENSION					
465767	01/22/20	POLICE & FIRE RETIREMENT	EE CONTRIBUTIONS 4TH QTR 2019	67,392.50	01/22/20
<b>Total for PAYROLL EXPENDITURES NORMAL PENSION</b>			<b>67,392.50</b>		
<b>Department Total:PAYROLL EXPENDITURES NORMAL PENSION</b>			<b>67,392.50</b>		
13-2000-01-6000- PAYROLL EXPENDITURES PFRS LOAN					
465767	01/22/20	POLICE & FIRE RETIREMENT	EE CONTRIBUTIONS 4TH QTR 2019	18,182.67	01/22/20
<b>Total for PAYROLL EXPENDITURES PFRS LOAN</b>			<b>18,182.67</b>		
<b>Department Total:PAYROLL EXPENDITURES PFRS LOAN</b>			<b>18,182.67</b>		
13-2000-01-7000- PAYROLL EXPENDITURES PFRS ARREARS					
465767	01/22/20	POLICE & FIRE RETIREMENT	EE CONTRIBUTIONS 4TH QTR 2019	516.73	01/22/20
<b>Total for PAYROLL EXPENDITURES PFRS ARREARS</b>			<b>516.73</b>		
<b>Department Total:PAYROLL EXPENDITURES PFRS ARREARS</b>			<b>516.73</b>		
13-2000-01-8000- PAYROLL EXPENDITURES PFRS BACK DEDUCTIONS					
465767	01/22/20	POLICE & FIRE RETIREMENT	EE CONTRIBUTIONS 4TH QTR 2019	0.00	01/22/20
465767	01/22/20	POLICE & FIRE RETIREMENT	EE CONTRIBUTIONS 4TH QTR 2019	571.88	01/22/20
<b>Total for PAYROLL EXPENDITURES PFRS BACK DEDUCTIONS</b>			<b>571.88</b>		
<b>Department Total:PAYROLL EXPENDITURES PFRS BACK DEDUCTIONS</b>			<b>571.88</b>		
13-2000-02-1000- PAYROLL EXPENDITURES NORMAL PENSION					

**Bills List****VILLAGE OF SOUTH ORANGE**

01/23/20 04:13:41 PM

<u>PO Number</u>	<u>Po Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
465768	01/22/20	PUBLIC EMPLOYEE RETIREMENT	EE CONTRIBUTIONS 4TH QTR 2019	26,733.72	01/22/20
<b>Total for</b>	<b>PAYROLL EXPENDITURES NORMAL PENSION</b>			<b>26,733.72</b>	
<b>Department Total:PAYROLL EXPENDITURES NORMAL PENSION</b>				<b>26,733.72</b>	
13-2000-02-2000-		PAYROLL EXPENDITURES CONTRIBUTORY INSURANCE			
465768	01/22/20	PUBLIC EMPLOYEE RETIREMENT	EE CONTRIBUTIONS 4TH QTR 2019	1,776.98	01/22/20
<b>Total for</b>	<b>PAYROLL EXPENDITURES CONTRIBUTORY INSURANCE</b>			<b>1,776.98</b>	
<b>Department Total:PAYROLL EXPENDITURES CONTRIBUTORY INSURANCE</b>				<b>1,776.98</b>	
13-2000-02-7000-		PAYROLL EXPENDITURES PERS LOAN			
465768	01/22/20	PUBLIC EMPLOYEE RETIREMENT	EE CONTRIBUTIONS 4TH QTR 2019	0.00	01/22/20
465768	01/22/20	PUBLIC EMPLOYEE RETIREMENT	EE CONTRIBUTIONS 4TH QTR 2019	6,160.31	01/22/20
<b>Total for</b>	<b>PAYROLL EXPENDITURES PERS LOAN</b>			<b>6,160.31</b>	
<b>Department Total:PAYROLL EXPENDITURES PERS LOAN</b>				<b>6,160.31</b>	
13-2000-05-2000-		PAYROLL EXPENDITURES MASS MUTUAL			
465673	01/15/20	MASS MUTUAL	EE CONTRIBUTIONS 01/09/20 PR	0.00	01/15/20
465673	01/15/20	MASS MUTUAL	EE CONTRIBUTIONS 01/09/20 PR	21,226.68	01/15/20
<b>Total for</b>	<b>PAYROLL EXPENDITURES MASS MUTUAL</b>			<b>21,226.68</b>	
<b>Department Total:PAYROLL EXPENDITURES MASS MUTUAL</b>				<b>21,226.68</b>	
16-2000-15-0883-		RESERVE FOR EXPENDITURES 1000509772 ED NOCCIA - ST PAULS			
465668	01/15/20	BOWMAN CONSULTING	INV# 283513; ST. PAULS OUTREACH	900.00	01/22/20
465666	01/15/20	TOPOLOGY NJ, LLC	INV# 4325; ST. PAULS OUTREACH	1,087.50	01/22/20
465667	01/15/20	TOPOLOGY NJ, LLC	INV# 4175; ST. PAULS OUTREACH	337.50	01/22/20
<b>Total for</b>	<b>RESERVE FOR EXPENDITURES 1000509772 ED NOCCIA</b>			<b>2,325.00</b>	
<b>Department Total:RESERVE FOR EXPENDITURES 1000509772</b>				<b>2,325.00</b>	
16-2000-17-0922-		RESERVE FOR EXPENDITURE 1000675894 WHITNEY GRIFFITHS			
465426	12/09/19	WHITNEY GRIFFITHS	ESCROW REFUND & CLOSE ACCOUNT	1,542.50	01/17/20
<b>Total for</b>	<b>RESERVE FOR EXPENDITURE 1000675894 WHITNEY</b>			<b>1,542.50</b>	
<b>Department Total:RESERVE FOR EXPENDITURE 1000675894</b>				<b>1,542.50</b>	
16-2000-19-0938-		RESERVE FOR EXPENDITURE 1001281570 BH LANDMARK, LLC			
465748	01/17/20	BOWMAN CONSULTING	INV #281336; 309 SOUTH ORANGE AVE	150.00	01/22/20
465749	01/17/20	BOWMAN CONSULTING	INV #283514; 309 SOUTH ORANGE AVE	450.00	01/22/20
465747	01/17/20	TOPOLOGY NJ, LLC	INV #4177; 309 SOUTH ORANE AVE - BH	225.00	01/22/20
465750	01/17/20	TOPOLOGY NJ, LLC	INV #4326; 309 SOUTH ORANGE AVE -	975.00	01/22/20

**Bills List****VILLAGE OF SOUTH ORANGE**

01/23/20 04:13:41 PM

<u>PO Number</u>	<u>Po Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
Total for	RESERVE FOR EXPENDITURE 1001281570 BH			1,800.00	
Department Total:	RESERVE FOR EXPENDITURE 1001281570			1,800.00	
16-2000-19-0942-		RESERVE FOR EXPENDITURE COUNSELING CARE SPECIALTIES			
465746	01/17/20	SCARINCI & HOLLENBECK LLC	INV #225770; MARGARETA FREEMAN -	60.00	01/22/20
Total for	RESERVE FOR EXPENDITURE COUNSELING CARE			60.00	
Department Total:	RESERVE FOR EXPENDITURE			60.00	
19-2000- - -		RESERVE FOR EXPENDITURES			
465650	01/10/20	ESSEX COUNTY CLERK	LIEN CANCELLATION FEE CERT #	23.00	01/13/20
465593	12/30/19	FIG CUST FIGNJ19LLLC & SEC	REDEMPTION TAX SALE CERT # 19-0003	8,610.85	01/15/20
465592	12/30/19	JING YANG	REDEMPTION TAX SALE CERT # 18-0015	2,314.94	01/22/20
465759	01/17/20	TOWNSHIP OF SOUTH ORANGE	REFUND OF DUPLICATE CERT CERT #	100.00	01/22/20
465762	01/17/20	TOWNSHIP OF SOUTH ORANGE	REDEMPTION TAX SALE CERT # 13-0074	1,471.29	01/22/20
Total for	RESERVE FOR EXPENDITURES			12,520.08	
Department Total:	RESERVE FOR EXPENDITURES			12,520.08	
Total Bill List:	5,196,843.62				

**Totals by Fund****VILLAGE OF SOUTH ORANGE**

01/23/20 04:14:55 PM

		<u>Amount</u>
Total for	01 CURRENT FUND	3,580,301.33
Total for	02 GRANTS	1,943.75
Total for	04 GENERAL CAPITAL	27,259.52
Total for	05 WATER OPERATING	270,604.28
Total for	06 WATER CAPITAL	2,025.00
Total for	11 TRUST	20,142.51
Total for	13 PAYROLL	1,276,319.65
Total for	16 DEVELOPERS ESCROW	5,727.50
Total for	19 LIEN REDEMPTION ACCOUNT	12,520.08
<b>Total Bill List:</b>		5,196,843.62