

1. Public Meeting Agenda

Documents:

[PM 5.10.22.PDF](#)

2. Resolution(S)

2.I. 128-22

Documents:

[128-22 EXEMPT PROPERTY RESOLUTION.PDF](#)

2.II. 129-22

Documents:

[129-22 SEWER CANCELLATION - 555 NORTHFIELD.PDF](#)

2.III. 130-22

Documents:

[130-22 AUTHORIZING EXECUTION OF CONCESSION AGREEMENT - RBG HOSPITALITY - WEST ORANGE - KEMPER SPORTS 4861-9851-4206 V.1.PDF](#)
[130-22 CONCESSION AGREEMENT - RBG HOSPITALITY - WEST ORANGE - KEMPER SPORTS 4880-8824-4766 V.1.PDF](#)

2.IV. 131-22

Documents:

[131-22 AUTHORIZING EXECUTION OF LICENSE AGREEMENT WITH REMARKABLE FOODS HOSPITALITY LLC 4863-9080-0158 V.1.PDF](#)
[131-22 SHORT TERM HOLDING LEASE AGREEMENT W. ORANGE \(CC 5.4.22\).PDF](#)

3. Ordinance(S) On Second And Final Reading

4. 2684-22

Documents:

[2684-22 MULTIWAY STOP ORD. - EDGEWOOD AVENUE AND EDGEWOOD AVENUE - NORTH EDGEWOOD AVENUE AND OLD INDIAN ROAD - GAVIN ROAD.PDF](#)

PUBLIC MEETING AGENDA

Township of West Orange

66 Main Street – 7:00 p.m.

May 10, 2022

Meeting No. 9

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 24, 2021, and published in the West Orange Chronicle on December 2, 2021.

Statement of Decorum

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

(1972 Code § 3-15.2)

Roll Call – Councilwoman Casalino, Councilwoman Matute-Brown, Councilman Rutherford, Councilwoman Williams, Council President McCartney, Mayor Parisi

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting – Public Meeting April 26, 2022**
- 5. *Report of Township Officers - None**
- 6. *Reading of Petitions and Communications and Bids - None**
- 7. *Bills**
- 8. *Resolutions**
 - a. 128-22 Resolution Authorizing the Collector of Taxes to Refund Overpayment of Taxes on an Exempt Property (Tax Collector)**
 - b. 129-22 Resolution Authorizing the Collector of Taxes to Cancel Sewer Charges for the Listed Taxpayer (Tax Collector)**
 - c. 130-22 Resolution Authorizing Execution of Concession Agreement between RBG Hospitality and the Township of West Orange - Kemper Sports (Legal-Trenk)**
 - d. 131-22 Resolution Authorizing Execution of License Agreement between Remarkable Foods Hospitality LLC and the Township of West Orange for the Use Of and Access to the Parking Lot Located at 10 Rooney Circle, West Orange, NJ (Legal-Trenk)**
- 9. Ordinances on Second and Final Reading**
 - a. 2684-22 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-19, Through Streets and 7-20, Stop Intersections of the Revised General Ordinances of the Township of West Orange (Lepore)**
- 10. Ordinances on First Reading - None**
- 11. Pending Matters/New Matters/Council Discussion**

10. ABC Hearing-None

11. Adjournment

The Council President may at his/her discretion modify with consent the order of business at any meeting of the Council if he/she deems it necessary and appropriate.

(1972 Code § 3-8; Ord. No. 726-84; Ord. No. 1157-93; Ord. No. 2128-07 § II)

Agenda is subject to change.

Zoom Link

<https://us06web.zoom.us/j/88609730429?pwd=RUTxekg4OHY1MXFwQTQ2RExvUWM4QT09>

Or Telephone: Dial: US: 1-646-558-8656

Webinar ID: 886 0973 0429

Password: 510269

129-22
May 10, 2022

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO CANCEL SEWER CHARGES FOR THE LISTED PROPERTY**

WHEREAS, sewer charges as detailed within this resolution have an amount to be cancelled for the reason stated; and

WHEREAS, documentation has been provided to the Office of the Tax Collector by the appropriate township department confirming the justification for the sewer bill cancellation,

NOW, THEREFORE, BE IT RESOLVED by the West Orange Township Council that the Collector of Taxes and Treasurer of West Orange, be and they are hereby authorized, empowered and directed to cause to be paid to the homeowners the refunds due and cancel any accrued charges:

Block	Lot	Name & Address	Reason	Amount
168	26	555 Northfield, LLC 555 Northfield Avenue West Orange, NJ 07052	Lines Capped	\$9,800.00
134.02	63	Vincent Dietrick 33 Lawrence Ave West Orange, NJ 07052	Structure Fire Building Uninhabitable	\$3,033.33
			TOTAL:	\$12,833.33

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

Susan McCartney
Council President

Adopted: May 10, 2022

**RESOLUTION APPROVING CONCESSION AGREEMENT BETWEEN
TOWNSHIP OF WEST ORANGE AND RBG HOSPITALITY GROUP LLC**

WHEREAS, in 2019, the Township purchased the then privately owned Rock Spring Golf Club and have operated it as a public daily fee golf facility called Rock Spring Golf Club at West Orange (the “Club”); and

WHEREAS, the Township has entered into a Management Agreement with Kemper Sports Management Inc. (“KSM”) to manage the facility; and

WHEREAS, the Township has authorized KSM to enter into an agreement with RBG Hospitality Group LLC (“RBG”) to provide certain food and beverage services including the sale and service of alcoholic beverages at the club house; and

WHEREAS, the New Jersey Division of Alcoholic Beverage Control provides for certain regulations for the issuance of a special concessionaire permit pursuant to N.J.A.C. 13:2-5.2; and

WHEREAS, pursuant to Resolution No. 286-21 adopted November 29, 2021, the Township authorized the execution of all documents required by the ABC to confirm and affirm the approval of the Township for issuance of a special concessionaire permit for RBG; and

WHEREAS, the ABC has requested further clarification and a specific agreement between the Township and RBG pursuant to the above regulations; and

WHEREAS, the Township Law Department has drafted the attached agreement which embodies the Township’s consent and the applicable guidelines;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute the annexed agreement and the Municipal Clerk may attest to the Mayor's signature in accordance with applicable law.

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

Susan McCartney
Council President

Adopted: May 10, 2022

**CONCESSION AGREEMENT BETWEEN TOWNSHIP OF WEST ORANGE
AND RBG HOSPITALITY GROUP LLC**

WHEREAS, the Township owns the real property and improvements known as Rock Spring Club located in the Township of West Orange (“Property”); and

WHEREAS, the Township has awarded a Management and Maintenance Agreement (the “Management Agreement”) to Kemper Sports Management Inc. (“KSM”); and

WHEREAS, the Township has authorized KSM to enter into an agreement with RBG Hospitality Group Inc. (“RBG”) for the provision of food and catering services with regard to portions of the Property; and

WHEREAS, KSM continues to provide valuable and critical services concerning the golf club, the halfway house, and maintenance of the Property; and

WHEREAS, KSM has entered into an agreement with RBG wherein RBG’s provision of food and beverage services is limited to the Clubhouse; and

WHEREAS, KSM will continue to provide food and beverage services with regard to the halfway house which serves golfers;

NOW BE IT HEREBY AGREED between the Township and RBG as follows:

1. The recitals set forth above be and are hereby incorporated herein at length.
2. This agreement is contingent upon RBG entering into a binding agreement with KSM and providing the Township of West Orange with a Certificate of Insurance listing the Township as additional insured.
3. If RBG defaults on any of its obligations with KSM, this Agreement will automatically terminate and be of no further force and effect.
4. The Township authorizes RBG to sell alcoholic beverages for immediate consumption on those portions of the Property as set forth in the agreement by and between KSM and RBG and the Township authorizes and joins in RBG’s application for a concessionaire permit from the State of New Jersey Alcoholic Beverage Control pursuant to N.J.A.C. 13:2-5.2(a) and any other applicable laws and regulations.
5. RBG shall comply with all applicable laws and regulations concerning the operation of this concession consistent with state and local laws.
6. The provisions herein are consistent with Resolution No. 286-21 adopted November 9, 2021 which approved RBG’s provision of food and beverage services concerning the Clubhouse.

7. RBG and KSM agree that KSM shall continue to provide food and beverage services including the sale and service of alcoholic beverages with regard to the golf course and halfway house located at the Property.

8. RBG shall comply with any terms and provisions in the agreement between KSM and the Township to the extent that such terms and provisions have been incorporated into the agreement between KSM and RBG.

9. By its execution of this agreement, RBG agrees to be bound by those terms contained in the Management Agreement with KSM that have been incorporated into the agreement between RBG and KSM.

10. RBG agrees that it shall not undertake any improvements at the Property without the express written consent of the Township ("Improvements"). To the extent that any Improvements are permitted, RBG shall comply with all applicable construction and other ordinances of the Township of West Orange. RBG will seek the Township's consent through KSM pursuant to the agreement between KSM and RBG.

11. For the purposes of this agreement, Improvements shall include any expenditure that will exceed \$2,500 which must be approved in writing in advance by the Township. RBG will seek the Township's consent through KSM pursuant to the agreement between KSM and RBG.

12. Further, for the purposes of clarity, any Improvement to any fixture or infrastructure of the Property must be approved in writing and in advance by the Township. RBG will seek the Township's consent through KSM pursuant to the agreement between KSM and RBG.

13. All notices to the Township shall be directed as follows:

John Gross, Business Administrator
Township of West Orange
66 Main Street
West Orange, NJ 07052
Email: jgross@westorange.org
Telephone No.: 973-493-5555

With a copy to:

Richard D. Trenk, Esq., Township Attorney
c/o Trenk Isabel Siddiqi & Shahdanian, PC
290 W. Mt. Pleasant Avenue, Suite 2350
Livingston, NJ 07039
Email: rtrenk@trenkisabel.law
Telephone No.: 973-533-1000

With a copy to:

Kenneth W. Kayser, Esq., Assistant Township Attorney
120 Eagle Rock Avenue, Suite 160
E. Hanover, NJ 07936
Email: kenkayser@verizon.net
Telephone No.: 973-515-3511

14. All notices to RBG shall be as follows:

RBG Hospitality Group
90 Rock Spring
West Orange, NJ 07052
Attn: Alap Vora, Managing Member
Email:
Telephone No.:

All notices must be sent to KSM as follows:

Kemper Sports Management Inc.
500 Skokie Boulevard, Suite 444
Northbrook, IL 60062
ATTN: Steve Skinner, Chief Executive Officer
Email:
Telephone No.:

15. This Agreement may not be assigned by RBG without the express written consent of the Township and KSM.

16. Each party agrees to take or cause to be taken any actions, including the execution of additional documents necessary to give full effect to the provisions of this Agreement.

17. To the extent that any disputes arise hereunder, the parties agree that non-binding mediation shall be undertaken in good faith. If the parties cannot agree with the designation of a mediator, after exchange of lists containing at least 3 acceptable mediators, then the Township shall select the mediator.

18. The governing law shall be strictly State of New Jersey and the venue for any disputes shall be the Superior Court of New Jersey, Law Division: Essex County.

19. No amendment or waiver shall be effective unless in writing and executed by both parties.

20. This agreement may be executed in one or more counterparts.

21. The parties hereto execute this document as follows:

WITNESS:

RBG HOSPITALITY GROUP LLC

By: _____

Alap Vora, Managing Member

Dated:

WITNESS:

TOWNSHIP OF WEST ORANGE

By: _____

Karen Carnevale, R.M.C.
Municipal Clerk

Robert D. Parisi, Mayor

131-22
May 10, 2022

**RESOLUTION APPROVING LICENSE AGREEMENT
WITH REMARKABLE FOODS HOSPITALITY, LLC**

WHEREAS, the Township has acquired Title to 10 Rooney Circle (the “Property”) in the Township; and

WHEREAS, the Township intends to renovate the interior of the Property for a new public library; and

WHEREAS, Remarkable Foods Hospitality, LLC has a temporary need to park various trucks while its new facility is completed; and

WHEREAS, Remarkable Foods Hospitality, LLC has provided a certificate of Insurance and is willing to pay a license fee of \$3,000 per month for parking on the exterior of the Property only;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute the proposed License Agreement with Remarkable Foods Hospitality, LLC and the Municipal Clerk may attest to the Mayor’s signature in accordance with applicable law.

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

Susan McCartney
Council President

Adopted: May 10, 2022

Remarkable Foods Hospitality, LLC
42 Jackson Drive
Cranford, NJ 07016

May 4, 2022

The Township of West Orange
66 Main Street, Room 111
West Orange, NJ 07052
Attn: John Gross, Business Administrator/Chief Financial Controller

Dear Mr. Gross,

This letter is an agreement (the “**Agreement**”) between Remarkable Foods Hospitality, LLC (“**RF**”) and The Township of West Orange (“**Township**”) relating to RF’s use of and access to the parking lot located at 10 Rooney Circle, West Orange, NJ 07052 (the “**Parking Lot**”) on the following terms:

- **Purpose** – During the Term (defined below), RF and its affiliates shall be permitted to use and access the entire Parking Lot to park its specialized food preparation and delivery vehicles (“**Vehicles**”), commonly known as sprinter vans, which it utilizes as mobile kitchens, and, if needed, to place a port-A-john and dumpster on-site, at its sole cost, in a parking space mutually agreed upon with the Township.
- **Term** – The “Term” will start on May 4, 2022 (the “**Effective Date**”) and continue on a month-to-month basis until either party gives the other party 10 days’ prior written notice of termination (the “**Term**”), in which case RF will pay all amounts due through the termination date.
- **Parking Fee** – The aggregate fee to use the Parking Lot as of the Effective Date will be \$3,000 per month (pro-rated for any partial month) during the Term, to be paid monthly in advance. The fee is inclusive of all charges. Upon signing this Agreement, RF will pay the prorated fee due for the first month. the Township will continue to pay all taxes and utility bills during the Term and shall not pass-through any such charges to RF.
- **Use of Parking Lot** – RF and its affiliates will have the right to use the Parking Lot between the hours of 3:30 PM and 10 PM EST, 7 days per week. RF agrees to maintain the area of the Parking Lot in which its Vehicles are parked, the dumpster and the port-a-john in a neat and sanitary condition throughout the Term to the extent caused by RF or its operations, and to dispose of all trash and debris resulting from its operations.
- **Surrender** – Upon the expiration or earlier termination of the Term, RF will remove its Vehicles (and port-a-john and dumpster, if applicable) from the Parking Lot.
- **Compliance** - RF shall abide by the provisions of the Township Code applicable to RF’s particular manner of operations within the Parking Lot.
- **Insurance** – RF shall maintain at all times while this Agreement is in full force and effect, the following insurance coverage with an insurance company or companies reasonably acceptable to the Township, with limits not less than those shown below. An ACORD certificate of insurance shall be provided to the Township on or prior to commencement of the Term of this Agreement.

- Commercial General Liability (CGL): Coverage for liability arising from RF's use and occupancy of the Parking Lot, including, but not limited to, contractual liability, products and completed operations, and personal injury and property damage with limits no less than \$1,000,000 each occurrence/\$2,000,000 aggregate.
- Automobile Liability: Coverage for all of RF's owned, non-owned and hired vehicles with limits not less than \$1,000,000 per accident, combined single limits (CSL) or its equivalent.
- Workers Compensation: As required by the State of New Jersey and Employers' Liability with limits not less than \$1,000,000 each accident for bodily injury or disease.

The Township of West Orange and its officers, employees, agents, successors and assigns and are included as Additional Insured under the commercial general liability policy. The Commercial General Liability insurance coverage is provided on a primary and non-contributory basis to the Township of West Orange. Where applicable, a waiver of subrogation in favor of the Township of West Orange and its officers, employees, agents, and servants is to be included in those policies of insurance where permitted by law. To the extent permitted by applicable law, the Township shall add a waiver of subrogation in favor of RF on any of its policies of insurance applicable to a liability claim in the Parking Lot to which RF is, or becomes, a party.

- Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Any claims or disputes arising under this agreement will be adjudicated in the Superior Court of New Jersey and venued in Union County.
- Entire Agreement. This Agreement is the entire understanding and agreement between RF and the Township with respect to RF's use of the Parking Lot and supersedes all prior verbal and written agreements.

IN WITNESS WHEREOF, the parties hereto have, either individually or by their duly authorized representative, set their hands and seals the day and year first above written.

Remarkable Foods Hospitality, LLC

Attest:

[Name]

By: _____
[Name]
[Title]

The Township of West Orange

Attest:

Karen J. Carnevale, R.M.C.

By: _____
John Gross, Business Administrator/
Chief Financial Controller

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-19, THROUGH STREETS AND 7-20 STOP INTERSECTIONS OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, that the Municipal Streets Edgewood Avenue between Rock Spring Avenue and Fairview Avenue and Edgewood Avenue/North Edgewood Avenue between Fairview Avenue and Old Indian Road/ Gavin Road be designated a Through Street with Stop signs on all approaching and intersecting streets pursuant to N.J.S.A. 39:4-8(b) under the Municipal Engineer’s Certification and License Number GE026706 as follows:

Section 1. The Township Council of the Township of West Orange finds it in the interest of public safety to designate the Municipal Streets Edgewood Avenue between Rock Spring Road and Fairview Avenue and Edgewood Avenue/ North Edgewood Avenue between Fairview Avenue and Old Indian Road/ Gavin Road be designated a through street with stop signs on all approaching and intersecting streets pursuant to N.J.S.A.39:4-8(b).

Section 2. The Municipal Engineer of the Township of West Orange has submitted and certified all the legislative requirements pursuant to N.J.S.A. 39:4-8(b) and the criteria as set forth by the New Jersey Department of Transportation, Bureau of Traffic Engineering and Investigations has been met.

Section 3. Subsection 7-19, Through Streets, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows pursuant to the provisions of N.J.S.A. 39: 4-140 (*italic type denotes deletion, bold type denotes addition*):

Name of Street	Limits:
Edgewood Avenue	Rock Spring Avenue and Fairview Avenue
Edgewood Avenue	Fairview Avenue and Old Indian Road/ Gavin Road

Section 4. Subsection 7-20, Stop Intersections, of the Revised General Ordinances of

the Township of West Orange is hereby supplemented and amended as follows pursuant to the provisions of N.J.S.A. 39:4-140 (*italic type denotes deletion, bold type denotes addition*):

Intersections

Edgewood Avenue and Arverne Road

Edgewood Avenue and Lessing Road

Stop Signs On:

Arverne Road

Lessing Road

Section 5. If any provisions of the Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application and to this end, the provisions of the Ordinance are severable.

Section 6. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 7. Unless another penalty is expressly provided by New Jersey Statute, every person convicted of a violation of any provision of this Ordinance or any supplement thereto shall be liable to the penalty of not more than fifty dollars (\$50.00) or imprisonment for a term not to exceed fifteen (15) days or both, as per W.O.R.G.O. Chapter 7-4.2

Robert D. Parisi, Mayor

Susan McCartney, Council President

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

Introduced: April 26, 2022

Adopted: May 10, 2022

Legislative History

The Ordinance, which amends the Traffic Regulations of the Township, designates Edgewood Avenue between Rock Spring Avenue and Fairview Avenue and Edgewood Avenue/ North Edgewood Avenue between Fairview Avenue and Old Indian Road/ Gavin Road be designated a Through Street with Stop signs on all approaching and intersecting streets. Due to the volume of traffic along Edgewood Avenue, Edgewood Avenue is designated as the major street with all interesting streets the minor street. This includes Westview Road, Old Salem Road, Nymph Road, Elf Road, Kingwood Road, Lessing Road, Arverne Road, Barone Road and Edgar Road. All of these roads except Lessing Road and Arverne Road form a “T” intersection with Edgewood Avenue. The other two are a four-way intersection. The Township's Engineering Division determined that traffic needed to be regulated on all minor street approaches to these intersections for the safe movement of traffic through them. Currently only Lessing Road and Arverne Road are regulated with Stop signs. The other streets of Rock Spring Avenue, Fairview Avenue and Old Indian Road/ Gavin Road are all multiway stops.