



**AGENDA**  
**September 14, 2021**  
**Council Conference Meeting**  
**7:00 p.m.**

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**APPOINTMENTS**

**PRESENTATIONS**

**BIDS**

**RESOLUTIONS**

**Finance Policy Committee**

1. Resolution authorizing the Chief Financial Officer to draw warrant for dog licenses for August 2021
2. Resolution authorizing the Chief Financial Officer to draw warrant for unused parking permit fee
3. Resolution authorizing the Chief Financial Officer to refund Recreation Department Fees
4. Resolution authorizing the Chief Financial Officer to refund dumpster security payment
5. Resolution authorizing the Chief Financial Officer to draw warrant for overpaid taxes in 2021
6. Resolution authorizing the Chief Financial Officer to draw warrants for 2019-2020 pursuant to Tax Court of NJ
7. Resolution authorizing the Chief Financial Officer to draw warrants for overpaid taxes due to disabled Veteran exemption
8. Resolution to approve insertion of special item of revenue in the municipal budget (Union County CDBG-Recreation Department)
9. Resolution authorizing submission of an application for Kids Recreation Grant Program
10. Resolution authorizing an award of contract for repair of steps at the Westfield Train Station
11. Resolution authorizing renewal of agreement with Eastgate Square Condominium Association
12. Resolution authorizing renewal of agreement with Cowperthwaite Square Condominium Association
13. Resolution granting a tax exemption and approving a tax agreement with Winfield 226 North Holdings LLC concerning Block 3116, Lot 13

**Public Safety, Transportation and Parking Committee**

**Code Review & Town Property Committee**

1. Resolution to approve annual renewal of Alcoholic Beverage Liquor License
2. Resolution recognizing the growing problem of antisemitism in America

**Public Works Committee**

1. Resolution to submit grant application to NJDOT for the North Avenue Safe Streets to Transit Project
2. Resolution to submit grant application to NJDOT for the Improvement of Elmer Street
3. Resolution to submit grant application to NJDOT for the Improvement of Summit Avenue

**ORDINANCES**

**GENERAL ORDINANCE NO. 2223**

**AN ORDINANCE TO AMEND THE CODE OF THE TOWN OF WESTFIELD, CHAPTER 13, MOTOR VEHICLES AND TRAFFIC**

GENERAL ORDINANCE NO. 2224

AN ORDINANCE AMENDING THE TOWN CODE FOR THE TOWN OF WESTFIELD TO INCREASE FINES FOR BIAS CRIMES

GENERAL ORDINANCE NO. 2225

AN ORDINANCE AMENDING THE TOWN CODE FOR THE TOWN OF WESTFIELD TO ADDRESS THE RENTAL OF AMENITIES

GENERAL ORDINANCE NO. 2226

AN ORDINANCE ADOPTING A NEW AGREEMENT BETWEEN THE MEMBER MUNICIPALITIES OF THE RAHWAY VALLEY SEWERAGE AUTHORITY

GENERAL ORDINANCE NO. 2227

AN ORDINANCE AUTHORIZING THE TERMINATION OF A CERTAIN SETTLEMENT AGREEMENT DATED AS OF SEPTEMBER 1, 1994, BETWEEN THE TOWNSHIP OF CLARK AND THE RAHWAY VALLEY SEWERAGE AUTHORITY, THE BOROUGH OF GARWOOD, KENILWORTH AND ROSELLE PARK, THE CITY OF RAHWAY, THE TOWN OF WESTFIELD AND THE TOWNSHIPS OF CRANFORD, SPRINGFIELD AND WOODBRIDGE

**GENERAL BUSINESS**

Friends Of the Westfield Memorial Library Event Request

**COMMITTEE REPORTS**

**OPEN DISCUSSION BY CITIZENS**

**EXECUTIVE SESSION**



**TOWN OF WESTFIELD  
TOWN COUNCIL  
REGULAR MEETING**

**Tuesday, September 14, 2021  
8:00 PM**

**PROPOSED AGENDA**

This agenda is prepared for the information of the public. It is the order of the meeting; however, if changes in order, deletions or additions are made, they will be noted at the time.

1. Roll Call
2. Invocation
3. Salute to the flag
4. Appointments
5. Presentations  
    Proclamation-Green Energy Week
6. Advertised Hearings
  1. GENERAL ORDINANCE NO. 2221  
AN ORDINANCE RESCINDING CERTAIN PROVISIONS OF THE TOWN CODE FOR THE TOWN OF WESTFIELD
  2. GENERAL ORDINANCE NO. 2222  
AN ORDINANCE TO AMEND CERTAIN PROVISION OF THE LAND USE ORDINANCE OF THE TOWN OF WESTFIELD REQUIRING THE SUBMISSION OF A DIGITAL COPY OF APPLICATIONS TO THE PLANNING BOARD AND BOARD OF ADJUSTMENT
  3. SPECIAL ORDINANCE NO. 2222  
A SPECIAL ORDINANCE AUTHORIZING THE SALE OF TOWN PROPERTY KNOWN AS 121 MYRTLE AVENUE IN THE TOWN OF WESTFIELD
  4. SPECIAL ORDINANCE NO. 2223  
A SPECIAL ORDINANCE AUTHORIZING THE SALE OF TOWN PROPERTY KNOWN AS 650 HORT STREET
7. Approval of Minutes from Town Council Special Executive Meeting held August 10, 2021  
Approval of Minutes from Town Council Conference Meeting held August 10, 2021  
Approval of Minutes from Town Council Regular Meeting held August 10, 2021
8. Petitions and Communications
9. Open discussion by citizens
10. Bills and Claims in the amount of \$2,207,414.20

## 11. Reports of Standing Committees

### Finance Policy Committee

5. Resolution authorizing the Chief Financial Officer to draw warrant for dog licenses for August 2021
6. Resolution authorizing the Chief Financial Officer to draw warrant for unused parking permit fee
7. Resolution authorizing the Chief Financial Officer to refund Recreation Department Fees
8. Resolution authorizing the Chief Financial Officer to refund dumpster security payment
9. Resolution authorizing the Chief Financial Officer to draw warrant for overpaid taxes in 2021
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15. Resolution authorizing renewal of agreement with Eastgate Square Condominium Association
16. Resolution authorizing renewal of agreement with Cowperthwaite Square Condominium Association
17. Resolution granting a tax exemption and approving a tax agreement with Winfield 226 North Holdings LLC concerning Block 3116, Lot 13

### Public Safety, Transportation and Parking Committee

1. GENERAL ORDINANCE NO. 2223  
AN ORDINANCE TO AMEND THE CODE OF THE TOWN OF WESTFIELD, CHAPTER 13, MOTOR VEHICLES AND TRAFFIC

### Code Review & Town Property Committee

1. Resolution to approve annual renewal of Alcoholic Beverage Liquor License
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### Public Works Committee

4. Resolution to submit grant application to NJDOT for the North Avenue Safe Streets to Transit Project
5. Resolution to submit grant application to NJDOT for the Improvement of Elmer Street
6. Resolution to submit grant application to NJDOT for the Improvement of Summit Avenue

12. Reports of Department Heads

**TOWN OF WESTFIELD  
WESTFIELD, NEW JERSEY**

**AN ORDINANCE RESCINDING CERTAIN PROVISIONS  
OF THE TOWN CODE FOR THE TOWN OF WESTFIELD**

**GENERAL ORDINANCE NO. 2221**

**WHEREAS**, the Mayor and Town Council of the Town of Westfield (the “Town”) are authorized under Section 1.3 of Article I of the Westfield Charter to adopt, amend, and repeal such ordinances and resolutions as may be required for the good governance thereof; and

**WHEREAS**, in the matter of Schnitzer v. Town of Westfield Planning Board, et al., Docket No. UNN-L-0000673-19, the Honorable Karen M. Cassidy, A.J.S.C. invalidated Section 8.06(G) of the Westfield Land Use Ordinance.

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Town Council of the Town of Westfield, County of Union, New Jersey, that Article 8, “Site Plan and Subdivision Review Procedures,” of Part III, “Land Use Regulations,” of the Town Code for the Town of Westfield shall be and is hereby amended, as follows:

**SECTION I.** Section 8.06(G) of Article 8 of Chapter LUL is hereby repealed in its entirety.

**SECTION II.** All ordinances or parts of ordinances in conflict or inconsistent with any part of this Ordinance are hereby repealed to the extent that they are in conflict or inconsistent.

**SECTION III.** A copy of this Ordinance shall be available for public inspection at the office of the Town Clerk during regular business hours for the required statutory period.

**SECTION IV.** This Ordinance shall take effect after passage and publication in the manner provided by law.

**TOWN OF WESTFIELD  
GENERAL ORDINANCE NO. 2222**

**AN ORDINANCE TO AMEND CERTAIN PROVISIONS  
OF THE LAND USE ORDINANCE OF THE TOWN OF WESTFIELD  
REQUIRING THE SUBMISSION OF A DIGITAL COPY OF APPLICATIONS TO THE  
PLANNING BOARD AND BOARD OF ADJUSTMENT**

**WHEREAS**, presently the Town Land Use Ordinance requires the submission of paper copies and a digital copy of required application forms and accompanying documents as part of applications submitted to the Planning Board or Board of Adjustment, however, submission of a digital copy is not required for individual lot applications for detached one- or two-family dwelling unit buildings; and

**WHEREAS**, in order to provide a greater ease of access to all applications submitted to the Planning Board and Board of Adjustment to the general public, Board members, and interested parties, copies of all applications submitted should also be readily available by digital means including through the Town of Westfield website; and

**WHEREAS**, the availability in a digital format of applications and their placement on the Town of Westfield website would allow for review of materials submitted outside of the offices of the Planning Board and Zoning Board of Adjustment providing convenience, greater transparency, and more efficient use of staff time.

**WHEREAS**, the Town Council does hereby further find that the public interest of the Town of Westfield will be served by amending the Land Use Ordinance of the Town of Westfield in the manner set forth herein.

**NOW, THEREFORE, BE IT ORDAINED** by the Town Council of the Town of Westfield, in the County of Union and the State of New Jersey, as follows:

**SECTION I. Article 9, Section 9.02 entitled "General Requirements; Supporting Documentation, subsection A**, is hereby amended to read as follows:

- A. For purposes of completeness review only, three (3) paper\_copies of the appropriate application form(s). Thereafter, if the review determinations that the application is complete, the applicant shall submit three (3) completed and signed paper\_originals and eighteen (18) paper\_copies (if submitting to the Planning Board) or one (1) completed and signed paper\_original and ten (10) paper copies (if submitting to the Zoning Board of Adjustment) of the appropriate application form(s). A digital copy in PDF format of the appropriate application form(s) shall also be submitted. Notwithstanding the above, the Board Secretary may require a greater or lesser number of copies in particular cases as appropriate. If any item on the form is not applicable, is unknown or is otherwise unable to be completed, the item shall not be left blank, but the words "not applicable", "unknown", "none" or other appropriate language shall be used.

**SECTION II. Article 9, Section 9.03 entitled “General Requirements; Plan Information”, introductory paragraph, is hereby amended to read as follows:**

In addition to the submission requirements for the individual categories of applications in the following sections, all categories of applications, except for conceptual site plans and conceptual subdivisions, shall be required to submit three (3) paper copies of the required plot plan, site plan, or subdivision plan, for purposes of completeness review only. Thereafter, if the review determinations that the application is complete, the applicant shall submit eighteen (18) paper copies, if submitting to the Planning Board, or eleven (11) paper copies, if submitting to the Zoning Board of Adjustment, of any required plot plan, site plan or subdivision plan, signed and sealed by the professional who prepared the plot plan, site plan or subdivision plan, and a digital copy in PDF format. If review by the Architectural Review Board is required, five (5) additional paper copies of the plan shall be submitted. Notwithstanding the above, the Board Secretary may require a greater or lesser number of paper\_copies in particular cases as appropriate. Any plan submitted as part of an application to a Town agency shall be prepared by an individual pursuant to the regulations in N.J.A.C. 13:27, 13:40, and 13:41, as amended, provided that the owner of a single-family detached or two-family dwelling may sign the plans for an application if he has prepared them. All such plans shall contain the following information:

**SECTION III.** All ordinances or parts of ordinances in conflict or inconsistent with any part of this ordinance are hereby repealed to the extent that they are in conflict or inconsistent.

**SECTION IV.** In the event that any section, provision, or part of provision of this ordinance shall be held to be unenforceable or invalid by any court, such holding shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so held unenforceable or invalid.

**SECTION V.** This ordinance shall take effect after passage and publication in the manner provided by law.

**TOWN OF WESTFIELD  
WESTFIELD, NEW JERSEY**

**SPECIAL ORDINANCE NO. 2222**

**A SPECIAL ORDINANCE AUTHORIZING THE SALE OF TOWN PROPERTY  
KNOWN AS 121 MYRTLE AVENUE IN THE TOWN OF WESTFIELD**

**WHEREAS**, the Town of Westfield is the owner of certain vacant, undeveloped real property formally known as Block 4001, Lot 93, also known as 121 Myrtle Avenue, Westfield; and

**WHEREAS**, the total real property consists of approximately 12,500 square feet, or 0.287 acres. The dimensions of the property are 53.14' wide by 208 feet deep; however, the property is unique in that there is a Town-owned storm drain swale running the length of the property. A legal description is attached hereto for reference; and

**WHEREAS**, Christian Olguin and Marie Zito, husband and wife, the owners of real property that is contiguous to this Town-owned real property, have petitioned the Town seeking to purchase the eastern portion of the Town-owned property, amounting to approximately 3,976 square feet, or 0.091276 acres, and have offered \$20,000.00 to purchase; and

**WHEREAS**, the Tax Assessor of the Town of Westfield has determined that \$20,000 is a reasonable fair market value of this undersized property of non-buildable land; and

**WHEREAS**, N.J.S.A. 40A:12-13(b)(5) authorizes the sale of municipally owned land to the owner of the real property contiguous to the real property being sold; provided that the property being sold is less than the minimum size required for development under the municipal zoning ordinance and is without any capital improvement thereon; and

**WHEREAS**, N.J.S.A. 40A:12-13(b)(5) also provides that when there is more than one owner with property contiguous to the property to be sold, that property shall be sold to the highest bidder from among all such bidders; and

**WHEREAS**, the lot was offered to all contiguous property owners, and only Christian Olguin and Marie Zito made an offer.

**NOW, THEREFORE, BE IT ORDAINED** by the Town Council of the Town of Westfield as follows:

1. That the Town Council does hereby approve a sale of that portion of the real property described herein and in the attached survey and metes and bounds description, which portion totals 3,976 square feet, and is part of Block 5707, Lot 17 on the Westfield Tax Map, and known as 121 Myrtle Avenue, to Christian Olguin and Marie Zito, husband and wife, the owners of real property that is contiguous to this Town-owned real property, for \$20,000. The parties entered into a contract of sale on April 8, 2021.



2. The Mayor and Clerk of the Town of Westfield are hereby authorized to execute and deliver a deed transferring said real property to Christians Olguin and Marie Zito, husband and wife, who were the highest-bidding contiguous property owner in exchange for a payment of \$20,000, which has been determined to be not less than the market value of the property.

3. The Town Attorney is hereby authorized and directed to prepare such deed, the requisite contract, and such other, necessary documents, and to obtain such necessary signatures, in order to transfer title to Christian Olguin and Marie Zito, H/W, in exchange for consideration of \$20,000.

4. The deed shall provide that the property so transferred shall be merged into, and become a part of, the property already owned by the purchasers, and shall not be developed separately. The deed shall also contain a prohibition against any subdivision of the lot so created by the merger into lots other than conforming single-family lots.

5. If any section, part, or provision of this ordinance shall be declared to be unenforceable or invalid by any court, such holding shall not affect the validity of this ordinance, or any part hereof, other than the part so held to be unenforceable or invalid.

6. This ordinance shall take effect immediately following publication and, in the manner, provided by law.

**TOWN OF WESTFIELD  
WESTFIELD, NEW JERSEY**

**SPECIAL ORDINANCE NO. 2223**

**A SPECIAL ORDINANCE AUTHORIZING THE SALE OF TOWN PROPERTY  
KNOWN AS 650 HORT STREET IN THE TOWN OF WESTFIELD**

**WHEREAS**, the Town of Westfield is the owner of certain vacant, undeveloped real property formally known as Block 2608, Lot 26.01 and also known as 650 Hort Street, Westfield; and

**WHEREAS**, the real property consists of approximately 8,570 square feet, or 0.1967401 acres. The dimensions of this corner lot are 54.59' wide in Hort Street frontage by approximately 157' in depth. A legal description is attached hereto for reference; and

**WHEREAS**, the property is located in the RS-6 zone, is a corner lot, and does not meet the requirements for development for that zone; and

**WHEREAS**, Robert and Lisa Braddock, husband and wife, the owners of real property that is contiguous to this Town-owned real property, have petitioned the Town seeking to purchase said Town-owned property, and have offered the sum of \$50,000.00, to purchase this undersized lot; and

**WHEREAS**, the Tax Assessor of the Town of Westfield has determined that the sum of \$50,000.00 is a reasonable, fair market value for this undersized lot; and

**WHEREAS**, N.J.S.A. 40A:12-13(b)(5) authorizes the sale of municipally owned land to the owner of the real property contiguous to the real property being sold; provided that the property being sold is less than the minimum size required for development under the municipal zoning ordinance and is without any capital improvement thereon; and

**WHEREAS**, N.J.S.A. 40A:12-13(b)(5) also provides that when there is more than one owner with property contiguous to the property to be sold, that property shall be sold to the highest bidder from among all such bidders; and

**WHEREAS**, only Robert and Lisa Braddock are contiguous property owners, and they made an offer to purchase the property that represents not less than the fair market value for the property.

**NOW, THEREFORE, BE IT ORDAINED** by the Town Council of the Town of Westfield as follows:

1. That the Town Council does hereby approve a sale of the real property designated as Block 2608, Lot 26.01 on the Westfield Tax Map, and known as 650 Hort Street to Robert and Lisa Braddock, husband and wife, the owners of real property contiguous to

the subject, municipally owned real property, for \$50,000.00. The parties entered into a contract of sale on May 12, 2021.

2. The Mayor and Clerk of the Town of Westfield are hereby authorized to execute and deliver a deed transferring said real property to Robert and Lisa Braddock, husband and wife, who were the highest-bidding contiguous property owner in exchange for a payment of \$50,000.00, which has been determined to be not less than the market value of the property.

3. The Town Attorney is hereby authorized and directed to prepare such deed, the requisite contract, and such other, necessary documents, and to obtain such necessary signatures, in order to transfer title to Robert and Lisa Braddock, H/W, in exchange for consideration of \$50,000.00.

4. The deed shall provide that the property so transferred shall be merged into, and become a part of, the property already owned by the purchasers, and shall not be developed separately. The deed shall also contain a prohibition against any subdivision of the lot so created by the merger into lots other than conforming single-family lots.

5. If any section, part, or provision of this ordinance shall be declared to be unenforceable or invalid by any court, such holding shall not affect the validity of this ordinance, or any part hereof, other than the part so held to be unenforceable or invalid.

6. This ordinance shall take effect immediately following publication and, in the manner, provided by law.

**TOWN OF WESTFIELD**  
**WESTFIELD NEW JERSEY**

**RESOLUTION NO.**

**FINANCE POLICY COMMITTEE**

**SEPTEMBER 14, 2021**

RESOLVED that the Chief Financial Officer be authorized to draw a warrant in the amount of \$33.60 to the order of New Jersey Department of Health, P.O. Box 369, Trenton, New Jersey for Dog Licenses issued by the Town Clerk for the month of August 2021.

**TOWN OF WESTFIELD**  
**WESTFIELD NEW JERSEY**

**RESOLUTION NO.**

**FINANCE POLICY COMMITTEE**

**SEPTEMBER 14, 2021**

RESOLVED, that the Chief Financial Officer be and hereby is, authorized to draw warrant for unused parking permit fee as follows:

Rachida Maouchi	South Side RR Stn/Lot 3	#21030647	\$232.00
800 Forest Avenue Apt. 9E			
Westfield, NJ 07090			

**TOWN OF WESTFIELD**  
**WESTFIELD NEW JERSEY**

**RESOLUTION NO.**

**FINANCE POLICY COMMITTEE**

**SEPTEMBER 14, 2021**

**RESOLVED**, that the Town Treasurer be authorized to refund the following fees to the following individual:

<b><u>Name</u></b>	<b><u>Account</u></b>	<b><u>Class</u></b>	<b><u>Fee</u></b>
Suzanne Epstein 656 Norman Place Westfield, NJ07090	Tennis/ Rec T-05-600-071	Refund Disc Golf – Summer 2021 Ben Epstein – Session 2 Jake Epstein – Session 2	\$280.00  (\$140.00) (\$140.00)
Larry Rosario 1321 Pine Grove Ave Westfield, NJ 07090	Tennis/Rec T-05-600-071	Refund Disc Golf – Summer 2021 Lucas Rosario – Session 2	\$140.00
Joshua Halpern 652 Nottingham Pl Westfield, NJ 07090	Tennis/Rec T-05-600-071	Refund Fencing Camp – Summer 2021 Jonah Halpern – Session 4	\$300.00
Dorothy Kahaner 842 Cedar Terrace Westfield, NJ 07090	Fees & Permits 1-01-55-920-221	Refund Permit Bulk Waste Disposal Dorothy Kahaner (6/30/21)	\$40.00

**TOWN OF WESTFIELD**  
**WESTFIELD, NEW JERSEY**  
**RESOLUTION NO.**

**FINANCE POLICY COMMITTEE**

**SEPTEMBER 14, 2021**

LET IT HEREBY BE RESOLVED that the Chief Financial Officer be and hereby is authorized to draw a warrant for refund of dumpster security payment(s) as follows following final inspection and approval by Town Engineer for return of deposit:

RJ Ingles Electric Inc.  
1040 Kennedy Blvd  
Bayonne, NJ 07002

Amount of refund:   \$975.00

**TOWN OF WESTFIELD**  
**WESTFIELD NEW JERSEY**

**RESOLUTION NO.**

**FINANCE POLICY COMMITTEE**

**SEPTEMBER 14, 2021**

RESOLVED that the Chief Financial Officer be, and he hereby is authorized to draw warrants to the following persons, these amounts being overpaid for 2021:

Block/Lot/Qualifier Name	Property Address	Quarter/Year Amount
2302/32	118 Harrison Avenue	3 <sup>rd</sup> /2021
Britten, Timothy & McDowell, Kathleen		\$5,414.04
5402/21	611 Ardsleigh Drive	3 <sup>rd</sup> /2021
DeCandia, Giordano & Eileen		\$4,213.51



**TOWN OF WESTFIELD**  
**WESTFIELD NEW JERSEY**

**RESOLUTION NO.**

**FINANCE POLICY COMMITTEE**

**SEPTEMBER 14, 2021**

RESOLVED that the Treasurer be and he hereby is authorized to draw warrants to the order of the following persons, this being the amount taxes were overpaid for the years 2019-2020 pursuant to the Tax Court of New Jersey:

Block/Lot	Name	Address	Year	Amount
501/8	Natalie Birrell & Maria R. Cozzini, Esq. Law Office of Maria R. Cozzini, LLC 1199 US Route 22 East Mountainside, NJ 07092	808 Lawrence Avenue	2020	\$3,880.08
1410/15	Alan Rabinowitz & Jennifer Rabinowitz & Maria Cozzini, Esq. Law Office of Maria R. Cozzini, LLC 1199 US Route 22 East Mountainside, NJ 07092	911 Kimball Avenue	2019 2020	\$2,814.35 <u>\$2,824.82</u> \$5,639.17
3108/14	Chiesa Shahinian & Giantomasi Trust Account Attention: John R. Lloyd, Esq. One Boland Drive West Orange, NJ 07052	144 St Paul Street	2020	\$2,436.38

**TOWN OF WESTFIELD**  
**WESTFIELD NEW JERSEY**

**RESOLUTION NO.**

**FINANCE POLICY COMMITTEE**

**SEPTEMBER 14, 2021**

WHEREAS, the following persons, homeowners residing in Westfield, NJ, have filed for a 100% disabled rating due to service connected injuries, making them eligible for a Property Tax Exemption Qualification for the tax year 2021, and

WHEREAS the Mayor and Town Council elect to exercise their discretion to exempt homeowners from payment of real estate taxes for the prorated year 2021 and refund said homeowners retroactively to the effective date of disability stated in the Veteran Administration letter;

NOW, THEREFORE BE IT RESOLVED, that the Chief Financial Officer be and he hereby is authorized to draw warrants to the below mentioned, this being a refund for prorated 2021 taxes, based on the application as indicated below;

Block/Lot Name	Address	Year	Amount
801/9.01 Thomas Palesky	459 Whittier Avenue	2021	\$1,715.40

**TOWN OF WESTFIELD**  
**WESTFIELD, NEW JERSEY**  
**RESOLUTION**

**FINANCE POLICY COMMITTEE**

**SEPTEMBER 14, 2021**

**WHEREAS**, N.J.S.A.40A:4-87 (Chapter 159, P.L. 1948) provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by the law and the amount thereof was not determined at the time of the adoption of the budget, and

**WHEREAS**, the Director may also approve the insertion of any item of appropriation for an equal amount;

**NOW, THEREFORE, BE IT RESOLVED** that the Town of Westfield hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget year 2021 in the sum of \$10,000.00, which is now available from Union County Community Development Block Grant (CDBG); and

**BE IT FURTHER RESOLVED** that the like sum be, and the same is hereby appropriated under the following caption:

General Appropriations	
Union County CDBG – Senior Programs & Activities	
July 1, 2021 – June 30, 2022	\$10,000.00

**BE IT FURTHER RESOLVED** that one copy of this resolution be forwarded electronically to the Division of Local Government Services by the Chief Financial Officer.

**TOWN OF WESTFIELD**  
**WESTFIELD NEW JERSEY**

**RESOLUTION NO. XXX-2021**

**FINANCE POLICY COMMITTEE**

**SEPTEMBER 14, 2021**

WHEREAS, the Union County Board of Chosen Freeholders is allocating matching grant dollars for recreational improvements in the municipality, allowing each municipality the opportunity to address their specific need; and

WHEREAS, the Recreation Commission of the Town of Westfield has determined that there is a need for refurbishment of the Windsor Park Playground at a cost of \$86,640.40; and

WHEREAS, matching funds in the amount of \$43,320.40 will be certified by the Chief Financial Officer to be charged to the Park Improvement Fund account #T-05-600-076, once a contract is awarded.

NOW THEREFORE BE IT RESOLVED the proper Town officials be, and hereby are authorized and directed to file an application with the Union County Open Space, Recreation & Historic Preservation Trust Fund for a “Kids Recreation Trust Fund” grant in the amount of \$43,320.00.

BE IT FUTHER RESOLVED that the proper Town officials be, and hereby are, authorized and directed to enter into a contract as prepared by the Union County Law Department.

**TOWN OF WESTFIELD**  
**WESTFIELD NEW JERSEY**

**RESOLUTION NO. 2021**

**FINANCE POLICY COMMITTEE**

**SEPTEMBER 14, 2021**

**WHEREAS**, a need exists to repair the stairway at the Westfield Train Station that is owned and maintained by the Town of Westfield; and

**WHEREAS**, quotes were requested for this service, with a submission by T. Fiotakis Construction LLC, 197 Central Avenue, Edison, NJ 08817, at a cost not to exceed \$19,500; and

**WHEREAS**, the Town of Westfield has deemed that the background, experience and qualifications of the respondent herein satisfy the criteria set forth in the request for quotes; and

**WHEREAS**, the Town Treasurer has certified to the availability of adequate funds for payment, which will be charged to Special Ordinance No. 2221, under Purchase Order No. 21-02874 and prepared in accordance with N.J.A.C. 5:30 1.10.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Westfield as follows:

1. T. Fiotakis Construction LLC be and hereby is awarded a contract for services as described above; and
2. The term of the contract will be for one (1) year; and
3. The proper Town Officials be and hereby are authorized to take whatever actions are appropriate in the execution and discharge of this Contract.

**TOWN OF WESTFIELD**  
**WESTFIELD NEW JERSEY**

**RESOLUTION NO. 2021**

**FINANCE POLICY COMMITTEE**

**SEPTEMBER 14, 2021**

A RESOLUTION TO AUTHORIZE THE NEGOTIATION AND EXECUTION OF AN AGREEMENT TO PROVIDE FOR CERTAIN PAYMENTS TO EASTGATE SQUARE CONDOMINIUM ASSOCIATION

WHEREAS, applicable New Jersey Law, more particularly N.J.S.A. 40:67-23.2, et seq. requires municipalities to enter into agreements with qualified private communities located within those municipalities to provide for payments to such qualified private communities to compensate for certain services that the municipalities do not provide to the residents of such qualified private communities; and

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Westfield that the Mayor is hereby authorized to sign the agreement between the Town of Westfield and Eastgate Square Condominium Association for the period of January 1, 2021 through December 31, 2025.

**TOWN OF WESTFIELD**  
**WESTFIELD NEW JERSEY**

**RESOLUTION NO. 2021**

**FINANCE POLICY COMMITTEE**

**SEPTEMBER 14, 2021**

A RESOLUTION TO AUTHORIZE THE NEGOTIATION AND EXECUTION OF AN AGREEMENT TO PROVIDE FOR CERTAIN PAYMENTS TO COWPERTHWAITES SQUARE CONDOMINIUM ASSOCIATION

WHEREAS, applicable New Jersey Law, more particularly N.J.S.A. 40:67-23.2, et seq. requires municipalities to enter into agreements with qualified private communities located within those municipalities to provide for payments to such qualified private communities to compensate for certain services that the municipalities do not provide to the residents of such qualified private communities; and

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Westfield that the Mayor is hereby authorized to sign the agreement between the Town of Westfield and Cowperthwaite Square Condominium Association for the period of January 1, 2021 through December 31, 2025.

**TOWN OF WESTFIELD  
WESTFIELD, NEW JERSEY**

**RESOLUTION NO. 206-2021**

**RESOLUTION OF THE TOWN OF WESTFIELD GRANTING A TAX  
EXEMPTION AND APPROVING A TAX AGREEMENT WITH  
WINFIELD 226 NORTH HOLDINGS LLC CONCERNING BLOCK 3116,  
LOT 13**

**WHEREAS**, pursuant to the Five-Year Exemption and Abatement Law, *N.J.S.A.* 40A:21-1, *et seq.* (the “**Law**”), a municipality having within its corporate limits areas in need of rehabilitation or redevelopment, may, by ordinance, provide for the exemption and/or abatement of real property taxes, to encourage and provide incentives for the construction and rehabilitation of dwellings, multiple dwellings, mixed use structures and industrial and commercial structures; and

**WHEREAS**, on June 9, 2020, the Town Council of the Town of Westfield (“**Council**”) adopted General Ordinance No. 2171 (the “**Ordinance**”) providing for five-year tax exemptions and abatements for certain properties; and

**WHEREAS**, Winfield 226 Holdings LLC (the “**Owner**”) is the owner of the property located at 226 North Avenue, Westfield, New Jersey, as shown on the official tax maps for the Town as Block 3116, Lot 13 (the “**Property**”); and

**WHEREAS**, the Owner has made improvements to the Property including, but not limited to, the construction of new multifamily dwellings (the “**Improvements**”); and

**WHEREAS**, the Owner has timely applied for a tax exemption under the Ordinance for the Improvements in accordance with the Law and the Ordinance (the “**Application**”); and

**WHEREAS**, the Council has determined that the Tax Agreement between the Owner and the Town, a copy of which is attached to this Ordinance as Exhibit A, complies with the Law and the Ordinance and is in the best interest of the Town.

**NOW, THEREFORE**, it is on this 14<sup>th</sup> day of September 2021, hereby resolved by the Town of Westfield as follows:

1. The recitals are hereby incorporated as if fully set forth herein.
2. The Town hereby approves the Application for a tax exemption exempting the portion of the assessed valuation of the Improvements to the Property for five (5) years beginning January 1, 2021, and ending December 31, 2025 (the “**Term**”). During the Term, the Owner shall make payments in lieu of full property tax payments utilizing the “tax phase-in basis” set forth in Section 9(c) of the Ordinance and as set forth in the Tax Agreement.
3. The Town hereby approves and consents to the execution of the Tax Agreement, substantially in the form annexed to this Resolution as Exhibit A, subject to minor revisions as deemed necessary by the Town’s counsel.



4. That percentage which the payment in lieu of taxes for the Property bears to the property tax which would have been paid had the exemption not been granted for the Property under the Tax Agreement shall be applied to the valuation of the Property to determine the reduced valuation of the Property to be included in the valuation of the Town for determining equalization for county tax apportionment and school aid during the term of the Tax Agreement covering the Property, and at the termination of the Tax Agreement for the Property, the reduced valuation procedure required under this paragraph shall no longer apply.

5. Within thirty (30) days after the execution of the Tax Agreement, the Town Clerk shall forward a copy of the Tax Agreement to the Director of the Division of Local Government Services in the Department of Community Affairs.

6. The Town Clerk shall immediately transmit a copy of this Resolution and the executed Tax Agreement to the Assessor. The Tax Agreement and the exemption granted herein shall be recorded and made a permanent part of the official tax records of the taxing district, which record shall contain a notice of the termination date thereof.

7. The Town Clerk and other Town staff and consultants are hereby authorized and directed to take all actions as shall be deemed necessary or desirable to implement this Resolution and the terms of the Tax Agreement, and the Mayor shall be authorized and directed to execute the Tax Agreement.

8. This Resolution shall be effective immediately.

RE: PREMISES 226 North Avenue W

Westfield, New Jersey

Block 3116, Lot 13

THIS AGREEMENT made this \_\_\_\_\_ day of September 2021, between Winfield 226 North Holdings LLC organized under the provisions of the laws of the State of New Jersey, having its principal office at 125 Chubb Avenue, Suite 200S Lyndhurst, New Jersey 07071, hereinafter also designated as the "Entity," and the Town of Westfield, a municipal corporation in the County of Union and State of New Jersey, hereinafter designated as "Westfield."

W I T N E S S E T H:

IN CONSIDERATION of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. This Agreement shall be governed by the provisions of N.J.S.A. 40A:21-1, et seq., as well as ordinance No. 2171 of Westfield, being sometimes herein referred, collectively, as the "Law." It being expressly understood and agreed that Westfield relies upon the facts, data and presentations contained in the Application attached hereto.

2 (a). Westfield has granted and does hereby grant its approval for the project to be exempted under the provisions of the Law and this Agreement on lands commonly known on the Official Tax Map and Tax Duplicate (Year 2021) of Westfield as:

Block 3116, Lot 13  
226 North Avenue W  
(the "Property")

2. (b). Approval hereunder is granted to the "Entity" for exemption of the project improvements which qualifies for exemption under the Law (the "Improvements"), and the Entity shall in all respects comply and conform with all applicable Statutes and Municipal Ordinances, and the law and regulations made pursuant thereto, governing land, building(s) and the use thereof. The project is more particularly described in the Application annexed to this Agreement as Exhibit A and incorporated herein as if a part of this Agreement (the "Project"). In the event of a conflict between the exemption and/or abatement applied for in the Application and the exemption and/or abatement granted under this Agreement, the Agreement shall control, it being understood the Application is being attached as information only.

3. In determining the value of the Property, the Town shall regard up to the Assessor's full and true value of the Improvements resulting from the Project as not increasing the value of the Property in accordance with the provisions of the Law, in the manner provided by this Agreement, for a period of not more than five (5) years and only so long as the "Entity" and its project remain subject to the provisions of the aforesaid Law and complies with this Agreement (the "Term"). During the Term, the assessment on the Property shall not be

less than the assessment thereon existing immediately prior to the Project.

4. In consideration of the tax exemption afforded by this Agreement, the "Entity" shall make payment to Westfield of (i) property tax payments on the assessed value of the land and improvements existing immediately prior to the Project and (ii) in lieu of full property tax payments on the Project's Improvements, of an annual service charge on a Tax phase-in basis, determined pursuant to N.J.S.A. 40A:21-10(c), calculated from January 1, 2021. The Tax phase-in basis shall be as followed:

Year 1 (2021 Calendar Year): No payment in lieu of taxes otherwise due;

Year 2 (2022 Calendar Year): 20% of full ad valorem property taxes due on the Improvements.

Year 3 (2023 Calendar Year):: 40% of full ad valorem property taxes due on the Improvements.

Year 4 (2024 Calendar Year):: 60% of full ad valorem property taxes due on the Improvements.

Year 5 (2025 Calendar Year):: 80% of full ad valorem property taxes due on the Improvements.

5. (a) The "Entity" agrees that the aforesaid Annual Service Charge shall be made in quarterly installments on the dates when real estate tax payments are due.

5. (b) In the event of a default on the part of the "Entity" under its obligation to pay the annual service charge as defined in paragraph 4 hereof, together with interest as

provided in paragraph 12 below, Westfield, among its other remedies, reserves all the rights and remedies of tax enforcement granted to municipalities by law just as if said payments constituted regular tax obligation on real property within the municipality.

5. (c) The Annual Service Charge for the first year shall be for the full year of 2021. The Annual Service Charge for the fifth year shall be for the full year of 2025. The Entity shall be responsible for any added assessment on the Improvements for the 2020 tax year.

6. The "Entity" shall permit inspection of property, equipment, buildings and other facilities of the "Entity". It shall also permit, upon request, examination and audit of its books, contracts, records, documents and papers by representatives duly authorized by Westfield. Such examination or audit shall be made during the reasonable hours of the business day in the presence of an officer or agent of the "Entity".

8. Any notice required hereunder to be sent by either party to the other shall be sent by certified mail, return receipt requested, as follows:

a. When sent by Westfield to the "Entity", it shall be addressed to:

Farhan Ali, Esq.  
McCarter & English, LLP  
Four Gateway Center  
100 Mulberry Street

P.O. Box 652  
Newark, NJ 07101-0652

and

Winfield 226 North Holdings LLC  
C/O Anthony DiTommaso  
125 Chubb Avenue, Suite 200S  
Lyndhurst, NJ 07071

unless prior to the giving of such notice the "Entity" shall have notified Westfield otherwise.

(b) When sent by the "Entity" to Westfield, it shall be addressed to

Town Clerk  
Municipal Building  
425 E. Broad Street  
Westfield, New Jersey

and

Steven G. Mlenak  
Greenbaum, Rowe, Smith and Davis LLP  
75 Livingston Ave., Suite 301  
Roseland, New Jersey 07068

unless prior to the giving of such notice Westfield shall have notified the "Entity" otherwise.

9. It is understood and agreed that in the event Westfield shall be named as a party defendant in any action brought against the "Entity" by reason of any breach, default or a violation of any of the provisions of the within Agreement and/or the provisions of N.J.S.A. 40A:21-1, et seq., or in the event that any claim is made or suit is brought challenging the legitimacy of this Agreement and/or the tax exemption granted hereunder, the "Entity" shall indemnify and hold Westfield

harmless, and the "Entity" agrees to defend the suit at its own expense. However, Westfield maintains the right to intervene as a party thereto, to which intervention the "Entity" consents, the reasonable expense thereof to be borne by the "Entity".

10. In the event the "Entity" sells the project, which is the subject of this Agreement, the tax abatement granted hereunder shall terminate unless Westfield consents in writing to the transfer of same.

11. It is agreed and understood that when any payment due and owing by the "Entity" under this Agreement, including ad valorem taxes and/or annual service charges, including interest and reasonable attorneys' fees and costs, is in default for more than ninety (90) days, Westfield reserves the right to declare this Agreement cancelled, null and void. The rights reserved herein are in addition to the provisions set forth at N.J.S.A. 40A:21-12.

12. It is expressly understood and agreed anything to the contrary herein notwithstanding that all payments of the annual service charge due hereunder to Westfield are to be paid on the quarterly due dates and for failure to so pay, the amount unpaid shall bear, until paid, the highest rate of interest permitted in the case of unpaid taxes or tax lien on the land.

14. All conditions in the Resolution of the Municipal Council approving this Agreement, which are to be performed by

the "Entity", are hereby incorporated in this Agreement and made a part hereof.

15. The tax abatement granted pursuant to this Agreement, and the assessment set forth herein will survive a reassessment or revaluation by Westfield.

16. The Entity shall remain responsible for all special assessments, including special improvement district special assessments, calculated on the full assessed value of the Property, including the Improvements, without regard for the tax exemption granted herein.

17. As consideration for this Agreement and the grant of the tax exemption herein, the Entity shall not file, and hereby waives its right to file, a property tax appeal related to the Property during the Term.

18. As consideration for this Agreement and the grant of the tax exemption herein, the Entity agrees to pay all costs and fees, including reasonable attorneys' fees, in connection with the Town's review of its application, this Agreement, and the Town's granting of the tax exemption herein. Such fees and costs shall be paid by the Entity within thirty (30) days of receipt of an invoice from the Town. If such payment is not received timely, then the Town shall have the right to cancel this Agreement upon notice to the Entity.



IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

ATTEST:

WINFIELD 226 NORTH HOLDINGS  
LLC

\_\_\_\_\_  
Secretary

BY: \_\_\_\_\_  
President

ATTEST:

THE TOWN OF WESTFIELD

\_\_\_\_\_  
Tara Rowley, City Clerk

By: \_\_\_\_\_  
Shelley Brindle, Mayor

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_

**TOWN OF WESTFIELD  
WESTFIELD, NEW JERSEY**

**GENERAL ORDINANCE NO. 2223**

**AN ORDINANCE TO AMEND THE CODE OF THE TOWN OF WESTFIELD,  
CHAPTER 13, MOTOR VEHICLES AND TRAFFIC**

**BE IT ORDAINED** by the Town Council of the Town of Westfield in the County of Union as follows:

**SECTION I. Chapter 13, “Motor Vehicles and Traffic,” Section 13-20 – “Same – At all times”** of the Town Code shall be changed by adding the following language in its entirety:

<b>Name of Street</b>	<b>Side</b>	<b>Location</b>
Central Avenue	Southwest	From 50 feet south of the southerly curblines of Washington Street and from 50 feet north of the northerly curblines of Washington Street
South Avenue	North	Beginning at the easterly curblines of Crossway Place and extending east along the northerly curblines of South Avenue for a distance of 70 feet

**SECTION II.** All ordinances or parts of ordinances in conflict or inconsistent with any part of the terms of this ordinance are hereby repealed to the extent that they are in such conflict or inconsistent.

**SECTION III.** In the event any section, part or provision of this ordinance shall be held unconstitutional or invalid by any court, such holding shall not affect the validity of this ordinance as a whole or any part thereof other than the part so held unconstitutional or invalid.

**SECTION IV.** This ordinance shall take effect after passage and publication, as soon as, and in the manner permitted by law.

**TOWN OF WESTFIELD**  
**WESTFIELD NEW JERSEY**  
**RESOLUTION NO.**

**CODE REVIEW & TOWN PROPERTY COMMITTEE**

**SEPTEMBER 14, 2021**

BE IT RESOLVED that application for the following liquor license renewals for the 2021-2022 licensing term be and hereby are granted, subject to full compliance with Alcoholic Beverage Law R.S. 33:1.1 et. seq.:

**PLENARY RETAIL CONSUMPTION LICENSE**

HBC US Propco Holdings, LLC  
2020-33-001-009

inactive

**TOWN OF WESTFIELD**  
**WESTFIELD NEW JERSEY**

**RESOLUTION NO.**

**CODE REVIEW AND**

**TOWN PROPERTY COMMITTEE**

**SEPTEMBER 14, 2021**

**A RESOLUTION RECOGNIZING THE GROWING PROBLEM OF ANTISEMITISM  
IN AMERICA AND CALLING FOR THE ADOPTION OF EDUCATIONAL TOOLS TO  
ADDRESS IT**

**WHEREAS**, antisemitism, which includes harassment on the basis of actual or perceived Jewish origin, ancestry, ethnicity, identify, affiliation, or faith, remains a persistent, pervasive, and disturbing problem in American society; and

**WHEREAS**, Jews continue to be a targeted minority in the United States and throughout the world and are consistently the religious groups that has been most victimized by incidents of hate, and such incidents are increasing at an alarming rate; and

**WHEREAS**, the Mayor and Town Council of the Town of Westfield (the "Town") acknowledge that following the attacks on the Tree of Life Synagogue in Pittsburgh; the Chabad of Poway in San Diego County, California; a Kosher supermarket in Jersey City; and a gathering in Monsey, New York, synagogues throughout the United States and in our town felt compelled to re-evaluate their own security measures to keep their congregations safe; and

**WHEREAS**, a recent American Jewish Committee report from 2020 entitled, *The State of Antisemitism in America*, found that more than one in three American Jews (37%) say they have been victims of antisemitism over the past five years; and

**WHEREAS**, incidents in our own Town, including the etching of swastikas on playground equipment and other public property, have disturbed our community and must be taken as an opportunity to teach about this issue and seek paths for healing and eliminating such hate; and

**WHEREAS**, the Mayor and Town Council, as well as departments and agencies within the Town, have a responsibility to protect citizens from acts of hate and bigotry, including antisemitism, and must be given the tools to do so;

**WHEREAS**, valid monitoring, informed analysis and investigation, and effective policy-making all benefit from accurate and uniform definitions;

**WHEREAS**, the International Holocaust Remembrance Alliance (“IHRA”), by consensus vote of its member states, adopted a Working Definition of Antisemitism in May 2016, which has become the internationally recognized, authoritative definition of antisemitism for use by governments and international organizations (the “IHRA Working Definition”). That definition reads in full:

Antisemitism is a certain perception of Jews, which may be expressed as hatred toward Jews. Rhetorical and physical manifestations of antisemitism are directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities.

**WHEREAS**, the IHRA Working Definition has proven to be an essential tool used to help determine contemporary manifestations of antisemitism; and

**WHEREAS**, in the United States, the IHRA Working Definition is utilized by various government agencies, including the U.S. Department of State and the U.S. Department of Education, and can be utilized by law enforcement and other local agencies in monitoring, training, and education;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Town Council of the Town of Westfield, New Jersey, that

**Section I:** The Town Council of the Town of Westfield endorses and adopts the non-legally binding International Holocaust Remembrance Alliance (IHRA) Working Definition in full.

**Section II:** The Town Council of the Town of Westfield will work to ensure that the IHRA Working Definition is available as an educational resource for all Town departments and staff responsible for addressing antisemitism and other forms of discrimination.

**BE IT FURTHER RESOLVED** that the Municipal Clerk for the Town of Westfield be and hereby is directed to send a copy of this resolution to the Governor of the State of New Jersey, the Senate President of the New Jersey State Senate, the Speaker of the Assembly of the State of New Jersey, the Town’s State and Federal-elected representatives, and the Union County Board of County Commissioners; and

**BE IT FURTHER RESOLVED** that the proper Town officials be, hereby are, authorized to take whatever actions are appropriate in the execution and discharge of this Resolution.

**TOWN OF WESTFIELD  
WESTFIELD, NEW JERSEY**

**GENERAL ORDINANCE NO. 2224**

**AN ORDINANCE AMENDING THE TOWN CODE FOR THE TOWN  
OF WESTFIELD TO INCREASE FINES FOR BIAS CRIMES**

**WHEREAS**, the Town of Westfield prohibits certain activities, conduct, or behavior from occurring on all public lands and improvements thereon within the Town; and

**WHEREAS**, one such prohibition involves the defacing or vandalizing of any public improvement, building or structure, including among other things, recreational or other public equipment; and

**WHEREAS**, there has been a disturbing increase of such vandalism within the Town, including in particular, vandalism involving signs or symbols that may or do have the effect of, or are undertaken with the purpose of, intimidating an individual or group of individuals because of race, color, religion, gender, disability, sexual orientation, gender identity or expression, national origin, or ethnicity; and

**WHEREAS**, New Jersey is one of the most racially, ethnically, and religiously diverse states in the nation, and this diversity is one of our State's greatest strengths; and

**WHEREAS**, discrimination, prejudice, and bigotry have no place in New Jersey or anywhere else in the nation; and

**WHEREAS**, in addition to enforcing existing anti-discrimination laws and regulations, the Town is committed to using all resources and tools available to end hate and intolerance in all their forms, especially among New Jersey's students and young adults; to root out systemic racism and bias; and to foster learning environments where all students are welcome; and

**WHEREAS**, bias incidents, or suspected or confirmed crimes that are committed based on the victim's actual or perceived race, color, religion, gender, disability, sexual orientation, gender identity or expression, national origin, or ethnicity, jeopardize our pursuit of freedom and opportunity, attack the identity and heritage of our citizens, shake the foundations of our cultural and religious institutions, and strike at our efforts to build a stronger and fairer New Jersey; and

**WHEREAS**, the Mayor and Town Council have a responsibility to provide for the public health, safety, and welfare of the Town of Westfield's residents, and to deter to the greatest extent possible, such conduct as heretofore described, including by increasing to the maximum extent permitted by law, the fines for the defacement and vandalism of public property within the Town, particularly such defacement and vandalism that includes signs or symbols that may or do have the effect of, or are undertaken with the purpose of, intimidating an individual or group of individuals because of race, color, religion, gender, disability, sexual orientation, gender identity or expression, national origin, or ethnicity;

**NOW, THEREFORE, BE IT RESOLVED:**

**SECTION II.** Chapter 32, "Public Lands, Buildings, and Property," of the Town Code of the Town of Westfield shall be and is hereby amended as follows:

**§ 32-6 Penalties for Violation.**

Any person violating any provision of this chapter shall, upon conviction, be subject to a fine of not more than \$2,000 or imprisonment for a period not exceeding 30 days, or both. The doing of each and every separate act prohibited herein shall constitute a separate violation.

**SECTION III.** All ordinances or parts of ordinances in conflict or inconsistent with any part of this Ordinance are hereby repealed to the extent that they are in conflict or inconsistent.

**SECTION IV.** If any section, provision, or part of provision of this Ordinance shall be held to be unenforceable or invalid by any court, such holding shall not affect the validity of this Ordinance, or any part thereof, other than the part so held unenforceable or invalid.

**SECTION V.** This Ordinance shall take effect after passage and publication in the manner provided by law.

**TOWN OF WESTFIELD  
WESTFIELD, NEW JERSEY**

**GENERAL ORDINANCE NO. 2225**

**AN ORDINANCE AMENDING THE TOWN CODE FOR THE TOWN  
OF WESTFIELD TO ADDRESS THE RENTAL OF AMENITIES**

**WHEREAS**, there exists an increasingly widespread practice of renting or leasing various types of dwellings, or segments thereof, including without limitation patios, hot tubs, swimming pools, wading pools, athletic courts, and the like, located primarily in residential neighborhoods, on a short-term basis to transient guests; and

**WHEREAS**, the Mayor and Town Council of the Town of Westfield (the “Town”) has determined that left unregulated, this practice may be detrimental to the health, safety, and quiet enjoyment of neighborhoods affected by such short-term rentals;

**NOW, THEREFORE, BE IT RESOLVED:**

**SECTION I.** Chapter 9, “Business and Occupations Generally,” of the Town Code of the Town of Westfield shall be and is hereby amended as follows:

**Sec. 9-19 Rentals of Amenities, Features, or Accessory Buildings or Structures.**

Except as it relates to the holder or beneficiary of a film permit issued under Chapter 36 of Code of the Town of Westfield, the lease or rental of any amenity, feature, or accessory building or structure, appurtenant to or associated with a dwelling is prohibited, regardless of the purpose or length of time of said lease or rental.

**Sec. 9-20 Penalties for Violation.**

Any person shall, upon conviction of a violation of this article, be subject to a fine not exceeding \$2,000; or to imprisonment for not more than 90 days or both, in the discretion of the judge of the Municipal Court. Each and every day in which a violation of this article occurs shall be deemed a separate offense hereunder.

**SECTION III.** All ordinances or parts of ordinances in conflict or inconsistent with any part of this Ordinance are hereby repealed to the extent that they are in conflict or inconsistent.

**SECTION IV.** If any section, provision, or part of provision of this Ordinance shall be held to be unenforceable or invalid by any court, such holding shall not affect the validity of this Ordinance, or any part thereof, other than the part so held unenforceable or invalid.

**SECTION V.** This Ordinance shall take effect after passage and publication in the manner provided by law.



**TOWN OF WESTFIELD  
WESTFIELD, NEW JERSEY  
GENERAL ORDINANCE NO. 2226**

**ORDINANCE ADOPTING A NEW AGREEMENT  
BETWEEN THE MEMBER MUNICIPALITIES OF THE  
RAHWAY VALLEY SEWERAGE AUTHORITY**

Be it ordained by the Town Council of the Town of Westfield, County of Union, State of New Jersey as follows:

Section 1.

The Mayor and Town Council of the Town of Westfield hereby approve the revised Agreement for the continued establishment and operation of the Rahway Valley Sewerage Authority to replace the Agreement adopted in 1995 by the then nine (9) member municipalities of the Authority.

Section 2.

The revised Agreement approved by this Ordinance is attached as Appendix A (“2021 Agreement”) and shall become effective upon approval by comparable ordinances adopted by all eleven (11) current member municipalities of the Authority, *i.e.* Clark, Cranford, Garwood, Kenilworth, Mountainside, Rahway, Roselle Park, Scotch Plains, Springfield, Westfield and Woodbridge (“Member Municipalities”).

Section 3.

The 1995 Agreement, upon adoption of comparable ordinances by all of the Member Municipalities, shall be null and void and shall have no effect, having been replaced by the 2021 Agreement.

Section 4. **Severability.**

If any section, clause, paragraph, or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to that section, so adjudged, and the remainder of this Ordinance shall be deemed valid and effective.

Section 5. **Inconsistency.**

All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

**TOWN OF WESTFIELD  
WESTFIELD, NEW JERSEY**

**GENERAL ORDINANCE NO. 2227**

**ORDINANCE AUTHORIZING THE TERMINATION OF A CERTAIN SETTLEMENT AGREEMENT DATED AS OF  
SEPTEMBER 1, 1994, BETWEEN THE TOWNSHIP OF CLARK AND THE RAHWAY VALLEY SEWERAGE  
AUTHORITY, THE BOROUGHES OF GARWOOD, KENILWORTH AND ROSELLE PARK, THE CITY OF  
RAHWAY, THE TOWN OF WESTFIELD AND THE TOWNSHIPS OF CRANFORD, SPRINGFIELD AND  
WOODBIDGE**

BE IT ORDAINED by the Town of Westfield, County of Union, State of New Jersey as follows:

- Section 1. The Mayor and Clerk of the Town of Westfield are hereby authorized to execute a certain amendment (“Amendment”) to the Settlement Agreement, dated September 1, 1994, between Clark Township, and the municipalities of Garwood, Kenilworth, Roselle Park, Rahway, Westfield, Cranford, Springfield, Scotch Plains and Woodbridge and the Rahway Valley Sewerage Authority (“Settlement Agreement”), for the purpose of terminating the Settlement Agreement.
- Section 2. A copy of the Amendment is attached as Appendix A and the termination of the Settlement Agreement shall become effective upon adoption of this Ordinance or a comparable ordinance adopted by all eleven (11) of the current member municipalities of the Authority, i.e. Clark, Cranford, Garwood, Kenilworth, Mountainside, Rahway, Roselle Park, Scotch Plains, Springfield, Westfield and Woodbridge and the adoption of a resolution by the Authority authorizing execution of the Amendment.
- Section 3. This Ordinance shall take effect upon second reading and publication in accordance with New Jersey Law.

**AMENDMENT TO SETTLEMENT AGREEMENT**

This Amendment (“Amendment”) is made as of the 1<sup>st</sup> day of September, 2021, by and among the Township of Clark (“Clark”), a municipality of the State of New Jersey, with offices located at 430 Westfield Avenue, Clark, New Jersey 07016, Rahway Valley Sewerage Authority, governmental entity organized under the laws of the State of New Jersey, with offices located at 1050 Hazelwood Avenue, Rahway, New Jersey 07065 (“RVSA” or the “Authority”), the City of Rahway (“Rahway”), with offices at 1 City Hall Plaza, Rahway, New Jersey 07065, and the Borough of Garwood (“Garwood”), with offices located at 403 South Avenue, Garwood, New Jersey 07027, as well as the Town of Westfield (“Westfield”), the Boroughs of Kenilworth (“Kenilworth”), Mountainside (“Mountainside”) and Roselle Park (“Roselle Park”), and the Townships of Cranford (“Cranford”), Scotch Plains (“Scotch Plains”), Springfield (“Springfield”) and Woodbridge (“Woodbridge”), municipal corporations duly organized under the laws of the State of New Jersey (hereinafter Westfield, Kenilworth, Roselle Park, Cranford, Mountainside, Scotch Plains, Springfield and Woodbridge are collectively referred to as the “Member Municipalities”).

**WHEREAS**, Clark entered into a certain Settlement Agreement with Cranford, Garwood, Kenilworth, Rahway, Roselle Park, Springfield, Westfield and Woodbridge (collectively referred to as the “Consenting Municipalities”) dated September 1, 1994 for the purpose of settling certain litigation between the Consenting Municipalities, Clark and the RVSA (“Settlement Agreement”); and

**WHEREAS**, subsequent to the entry into the Settlement Agreement, the Borough of Mountainside and the Township of Scotch Plains joined the Authority; and

**WHEREAS**, the Member Municipalities, Clark, and the Authority desire to terminate the Settlement Agreement and upon termination Clark shall be governed as it relates to excess flow rights pursuant to the same Agreement as all other Member Municipalities.

**NOW, THEREFORE**, it is mutually agreed as follows:

1. The Member Municipalities including Clark, hereby agree that the Settlement Agreement shall be terminated as of September 1, 2021.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in several counterparts, each of which signed counterparts shall be taken as an original, by the proper officers of the respective municipal corporations and the Authority and their respective seals where existing to be hereto affixed and attested, the said executions being duly authorized by ordinances of the governing bodies of the respective municipal corporations and by Resolution of the Authority as of the 1<sup>st</sup> day of September, 2021.

**TOWN OF WESTFIELD**  
**WESTFIELD NEW JERSEY**

**RESOLUTION NO. 2021**

**PUBLIC WORKS COMMITTEE**

**SEPTEMBER 14, 2021**

Resolution: Approval to submit a grant application and execute a grant agreement with the New Jersey Department of Transportation for the North Avenue Safe Streets to Transit project.

WHEREAS, the New Jersey Transportation Trust Fund Municipal Aid Program provides funds for the improvement of municipal roads, and

WHEREAS, the Town of Westfield desires the Commissioner of Transportation to consider the application for aid under the Trust Fund for Fiscal Year 2022 for the North Avenue Safe Streets to Transit project.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Westfield, formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as SST-2022-North Avenue Safe Streets to Transit-00005 to the New Jersey Department of Transportation on behalf of the Town of Westfield.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Town of Westfield and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

**TOWN OF WESTFIELD**  
**WESTFIELD NEW JERSEY**

**RESOLUTION NO. 2021**

**PUBLIC WORKS COMMITTEE**

**SEPTEMBER 14, 2021**

Resolution: Approval to submit a grant application and execute a grant agreement with the New Jersey Department of Transportation for the Improvement of Elmer Street (between East Broad Street and North Avenue East) project.

WHEREAS, the New Jersey Transportation Trust Fund Municipal Aid Program provides funds for the improvement of municipal roads, and

WHEREAS, the Town of Westfield desires the Commissioner of Transportation to consider the application for aid under the Trust Fund for Fiscal Year 2022 for the Improvement of Elmer Street, East Broad Street to North Avenue East, consisting of road reconstruction and the installation of ADA compliant handicapped ramps.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Westfield, formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as MA-2022-Improvement of Elmer Street-00076 to the New Jersey Department of Transportation on behalf of the Town of Westfield.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Town of Westfield and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

**TOWN OF WESTFIELD**  
**WESTFIELD NEW JERSEY**

**RESOLUTION NO. 2021**

**PUBLIC WORKS COMMITTEE**

**SEPTEMBER 14, 2021**

Resolution: Approval to submit a grant application and execute a grant agreement with the New Jersey Department of Transportation for the Improvement of Summit Avenue (between South Avenue West and West Grove Street) project.

WHEREAS, the New Jersey Transportation Trust Fund Municipal Aid Program provides funds for the improvement of municipal roads, and

WHEREAS, the Town of Westfield desires the Commissioner of Transportation to consider the application for aid under the Trust Fund for Fiscal Year 2022 for the Improvement of Summit Avenue, South Avenue West to West Grove Street, consisting of road reconstruction and the installation of ADA compliant handicapped ramps.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Westfield, formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as MA-2022-Improvement of Summit Avenue-00075 to the New Jersey Department of Transportation on behalf of the Town of Westfield.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Town of Westfield and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.