

**CITY COUNCIL**

July 8, 2020

**The City of Orange Township, New Jersey**  
286-2020

DATE \_\_\_\_\_

NUMBER \_\_\_\_\_

**TITLE: A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE ESSEX COUNTY RECREATION AND OPEN SPACE TRUST FUND LOCAL AID PROGRAM FOR THE COLGATE PARK POOL AND PARKING IMPROVEMENT PROJECT.**

**WHEREAS**, the City of Orange Township is a participating municipality in the Essex County Recreation and Open Space Trust Fund Local Aid Program; and

**WHEREAS**, on February 4, 2020, the City of Orange Township approved Resolution No. 43-2020 to submit a grant application Colgate Park Pool and Parking Improvements for the year 2020; and

**WHEREAS**, on June 24, 2020, the Essex County Recreation and Open Space Trust Fund Local Aid Program advised the City of Orange Township that it had been selected to receive funding for Fiscal Year 2020; and


**WHEREAS**, the City of Orange Township hereby accepts the funds under the Essex County Recreation and Open Space Trust Fund Local Aid Program in the amount of \$150,000.00.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council does hereby authorize the Mayor to accept funding and execute contracts with the Essex County Recreation and Open Space Trust Fund Local Aid Program for the fiscal year 2020.

Adopted:

\_\_\_\_\_  
**Joyce L. Lanier**  
City Clerk

\_\_\_\_\_  
**Kerry J. Coley**  
Council President

*Vaughan Parchment on behalf of the City Attorney*  
  
\_\_\_\_\_  
CITY ATTORNEY

## LOCAL AID GRANT AGREEMENT

Agreement made this \_\_\_\_\_ day of this \_\_\_\_\_, between the **County of Essex** with offices at the Hall of Records, Room 405, 465 Dr. Martin Luther King, Jr. Blvd., Newark, New Jersey 07102) (hereinafter referred to as the “**County**”) and **City of Orange** with offices at 29 North Day Street, Orange, NJ 07050 (hereinafter referred to as **Orange**).

**WHEREAS**, the County has awarded **Orange** a **\$150,000.00** grant to fund the **Colgate Park Pool Improvement Project** (hereinafter referred to as “**the Project**”);

**NOW, THEREFORE THE PARTIES DO HEREBY AGREE AS FOLLOWS:**

1. **Orange** will complete the project by or before September 1, 2021. The County, at its sole discretion can extend this completion deadline.
2. Grant award funding will be provided to **Orange** upon the submittal to the County of a certified municipal resolution voted upon by a majority of the **Orange** governing body authorizing the successful vendor and/or bidder to proceed and complete the project or phases thereof.
3. Each site that receives funding must erect a sign measuring at least 2’ x 3’ and contain at minimum the following:

This project was supported by funding from the  
Essex County Recreation & Open Space Trust Fund  
2020 Local Aid Program  
Joseph N. DiVincenzo, Jr.,  
County Executive  
and the Essex County Board of Chosen Freeholders

4. The funds shall be used solely and exclusively for the construction of the **Colgate Park Pool Improvement Project**.
5. **Orange** shall procure or cause its designated agent to procure contractors/professionals to design and construct the Project in accordance with N.J.S.A. 40A:11-1, et seq., (Local Public Contracts Law) and the rules and regulations adopted pursuant thereto.

6. **Orange** and/or its designated agent shall comply with all federal and state laws, rules and regulations and, if applicable, all Green Acres Program requirements for the project.
7. **Orange** and/or its designated agent shall be solely responsible for the design, construction, maintenance, operation and repair of the project. The County shall have no responsibility for the design, construction, maintenance, operation and/or repair of the Project.
8. In the event that any portion of the grant or matching funds remain at the completion of the above mentioned project, those funds will be used for improvements of the project consistent with **Orange's** initial application to the Open Space Trust for funds and subject to County approval.
9. **Orange** assumes all risk and responsibility for and hereby agrees to indemnify, defend and hold harmless the County of Essex and its agents, officials and employees from and against any and all damages, claims, demands, liability, judgments, losses, expenses, or costs arising or claimed to arise from acts of omissions during design, construction, maintenance, post-construction operation and/or repair of the Project of **Orange** its officials, employees, agents, contractors or subcontractors.

**Orange** shall also, at its own expense, appear, defend and pay all reasonable charges for attorney's fees and all reasonable costs and other expenses arising from and incurred in connection with such claims.

**Orange** shall within twenty-four hours of its receipt of any notice of claim, or notice of injury of any type, immediately notify the Office of Essex County Counsel of any notice of claim.

**Orange's** duty to indemnify, defend and hold harmless the County shall continue after the termination or expiration of this Agreement.

**Orange** shall include, or cause to be included a provision in all contracts executed for the purpose of carrying out the project a requirement that the contractors and subcontractors provide the County with indemnification, defense and hold harmless protection at least as broad as set forth above. Further, the County shall be named as an Additional Insured under all contracts of insurance for the Project whether held by **Orange** or contractors and subcontractors.

10. In the event **Orange** does not comply with this Local Aid Grant Agreement, the County, without waiving any other actions at law or equity, may take any of the following actions: a) issue written notice of noncompliance and directing corrective action in 30 days; b) if corrective action is not taken or cannot be taken for whatever reason, require **Orange** within thirty (30) days of notice to repay the full amount of all Open Space Trust funds paid hereto **Orange** agrees to make this payment even

if it objects to or disagrees with the County regarding the need for corrective action and/or the ability to take corrective action. Nothing contained herein shall act as a waiver of **Orange's** rights at law or in equity regarding the repayment.

11. The County may terminate this Agreement, at any time, if any representations or warranties made herein or in any certifications, reports, plans, financial statements or other information furnished by **Orange** in connection with this Agreement shall prove to be knowingly or intentionally and materially false or misleading. Within thirty (30) days of notice by the County, **Orange** shall repay the full amount of all Open Space Trust Funds paid hereto. **Orange** agrees to make this payment even if it objects to or disagrees with the County. Nothing contained herein shall act as a waiver of **Orange's** rights at law or in equity regarding the termination or repayment.
12. **Orange** may rescind this project agreement at any time prior to acceptance of any Open Space Trust funds. **Orange** may not terminate this agreement after accepting Open Space Trust funds without written approval from the County and without repayment in full of all Open Space Trust Funds paid hereto.
13. This Local Aid Grant Agreement constitutes the entire agreement and supersedes all prior agreements and understandings. Neither party shall rely on any verbal or oral representations.
14. This Agreement shall remain in effect until the completion of the Project. However, **Orange's** obligations under paragraphs 8, 10 & 11 of this Agreement shall continue after completion of the Project and termination of this Agreement.
15. This Agreement shall not be assigned.
16. This Agreement shall be construed and enforced under the laws of the State of New Jersey.

**IN WITNESS WHEREOF** the parties hereto have signed and sealed the agreement the date and year first above written.

ATTEST:

The County of Essex

\_\_\_\_\_  
Deborah Davis Ford, Clerk to the  
Essex County Board of Chosen  
Freeholders

by: \_\_\_\_\_  
Joseph N. DiVincenzo, Jr.  
County Executive

**CITY OF ORANGE**

**APPROVED AS TO FORM AND  
LEGALITY:**

\_\_\_\_\_  
ATTEST:

This Agreement was approved on \_\_\_\_\_, 2020 by Resolution  
No. \_\_\_\_\_ of the Essex County Board of Chosen Freeholders.

\_\_\_\_\_  
Deborah Davis Ford, Clerk to the  
Essex County Board of Chosen  
Freeholders



## OFFICE OF THE COUNTY EXECUTIVE

Hall of Records, Room 405, Newark, New Jersey 07102

973.621.4400 --- 973.621.6343 (Fax)

[www.essexcountynj.org](http://www.essexcountynj.org)

**Joseph N. DiVincenzo, Jr.**  
Essex County Executive

June 24, 2020

Hon. Dwayne Warren  
Mayor  
City of Orange Township  
29 North Day Street  
Orange, NJ 07050

Dear Mayor Warren:

Congratulations on receiving a \$150,000 grant from the Essex County Recreation and Open Space Trust Fund Local Aid Program.

As your County Executive, I am pleased to partner with our municipalities and the Trust Fund to modernize athletic fields, create skate parks, upgrade community pool infrastructure, restore public gardens, build playgrounds, stabilize waterways and acquire open space, to name just a few of the projects funded by this program through the years. These improvements have kept our parks up to date and enabled our open spaces to meet the changing needs and growing demands of our residents.

When the 2020 application process for the Local Aid Program began last year, the Coronavirus was not even on our radar. Now, as restrictions are being lifted and we return to a new normal, our parks and recreation spaces will have an even greater role than before. Families breaking free of stay-at-home orders will be looking for outlets and the construction contracts that will be awarded will help jumpstart the economy and create jobs, just as we did with the program in 2009 after the Great Recession.

For those who may not know, parks and recreation were my background before I took public office. It remains a passion of mine and it's gratifying to see the positive impact we all can have through this partnership. We look forward to joining you when you break ground and when you complete your project.

Working together we will continue *Putting Essex County First*.

Sincerely,

Joseph N. DiVincenzo, Jr.  
Essex County Executive

*Putting Essex County First*

ESSEX COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

**CITY COUNCIL**

**The City of Orange Township, New Jersey**

DATE February 4, 2020

NUMBER 43-2020

(Amended)

**TITLE: A RESOLUTION AUTHORIZING APPROVAL TO SUBMIT A GRANT APPLICATION TO THE ESSEX COUNTY RECREATION & OPEN SPACE TRUST FUND FOR LOCAL AID PROGRAM FUNDING THE COLGATE PARK POOL AND PARKING IMPROVEMENT PROJECT.**

**WHEREAS**, the Essex County Recreation & Open Space Trust established a Local Aid Program to provide Open Space Trust Funds to qualifying municipalities in Essex County for acquisition, historic preservation and development of recreational facilities in Essex County; and

**WHEREAS**, the Orange Parks Master Plans identifies the Colgate Park Pool and Parking Improvement Plan as a necessary and community desired effort; and

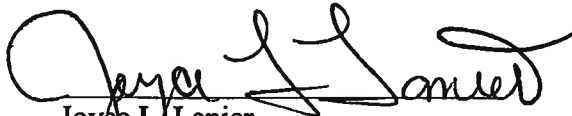
**WHEREAS**, the Orange Public Works Department has estimated total costs for the Colgate Park Pool and Parking Improvement Project to be approximately \$250,000.00; and

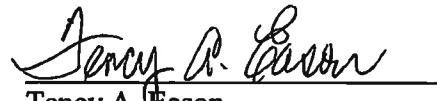
**WHEREAS**, the City of Orange desires to obtain funding in the amount of \$150,000.00 from the Essex County Recreation & Open Space Trust to fund the Colgate Park Pool and Parking Improvement Project.


**NOW, THEREFORE, BE IT RESOLVED** by the City Council of City of Orange Township that the Orange Public Works Department is authorized to apply for Essex County Recreation & Open Space Trust Funds and act as the authorized correspondent of the above named applicant.

**BE IT FURTHER RESOLVED** by the City of Orange City Council that the Mayor of the City of Orange is hereby authorized to execute any documents and agreements with the County of Essex regarding the Colgate Park Pool and Parking Improvement Project.

Adopted: **February 4, 2020**

  
Joyce L. Lanier  
City Clerk

  
Tency A. Eason  
Council President

*Vaughn Parchment on behalf of the City Attorney*  


**RESOLUTION NO. 43-2020**

**OFF CONSENT AGENDA**

**REGULAR MEETING-- FEBRUARY 4, 2020**

**MOTION TO ADOPT AS AMENDED: Coley**

**SECOND: Jackson**

**YEAS: Coley, Jackson, Johnson, Jr., Summers-Johnson, Williams, Wooten and Council President Eason**

**NAYS: None**

**ABSTENTIONS: None**

**ABSENCES: None**



43-2020

**Applicant Information**

Name of Municipality: City of Orange Township

Address: 29 North Day Street City of Orange Township, NJ 07050

Principal Contact: Marty Mayes, Director, Planning/Economic Development and Public Works and Engineering

Phone Number: 973-266-4174

Fax Number: 973-266-4029

E-Mail: [mmayes@orangenj.gov](mailto:mmayes@orangenj.gov)

**Project Information**

Project Name: Colgate Park Pool Improvement Project

Address: 257 New Street City of Orange Township, NJ 07050

Block(s): 2002      Lot(s): 19      Acres: 1.68

Funding Request (round to the nearest \$1,000): \$150,000.00

Estimated Project Cost: \$561,420.00

**Preparer's Signature**

Signature: \_\_\_\_\_

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

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

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Internally, the pool needs an updated filtration system, as it not maintaining the chlorine levels needed to be safe for swimming. Skinners in the pool need to be reconstructed as they were not adequately fixed and are needed to drain the pool. The other drainage needs are new grates, as they expire every few years.

Along with internal and external physical improvements, the pool needs to install one handicap assessable chair lift and multiple safety ladders at points of entry. The depth markers and official signage needs to be updated as they have become unreadable and weathered.

2. Describe compatibility with adjoining land uses.

Colgate Park falls in between North Center Street and North Day Street in downtown Orange Township. The Park contains multiple recreational facilities in addition to the Colgate Park Pool. The park has two full-size basketball courts, two play areas for small children, and a large picnic area in-between. The City of Orange has also proposed converting a large open space towards the right side of the park into a skate park. This project has not been approved yet, but is a top priority for the City. Although the park is popular and important to the community, the pool specifically has been overused and proposes a health and safety risk to members of the public who utilize this space.

The park is surrounded by mostly single-family residential housing. The area is home to small businesses like bodegas, restaurants, and some government buildings.

3. Identify historic/cultural features on the site, if any.

The Colgate Playground is on the ROSI and has historic significance as it was donated by Richard Colgate, the founder of Colgate Company.

4. Provide the following maps: Site location map, tax map with reference to block and lot, and copy of existing property survey (if available).

The tax map, site location map, and block and lot data are attached.

**C. Recreation/Open Space Program/Historic Preservation Program**

1. Describe the proposed short- and long-term use of the site and indicate whether the site is included or will be included on the municipal recreation and open space inventory (ROSI).

The reconstruction of the Colgate Park Pool will serve to reinvigorate the community's love for swimming during the hot summer months. As a result of this project, the city will gain a new platform to showcase its effort to invest in the City's open spaces and parks. Yet, the focus of this project is the bring the city's pool into compliance with ADA standards and improve the water filtration system along with other physical improvements to the Colgate Park Pool.

This pool serves as one of the three public pools in the City of Orange. The pool is not only used by the general public, but used by the many summer camps and recreational programs in the community. Since Orange is a densely populated and majority low income community, public

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livability of neighborhoods, revitalize existing park amenities, and provide enhanced open spaces for residents to enjoy.

The pool will improve quality of life by creating a safe space for children and families to exercise and swim in the summer months. The updates to the pool will increase the parks visitors by creating a more attractive facility with updated amenities. The pool will create an atmosphere that brings people outdoors to enjoy swimming programs, exercise, and play in the sunny summer months.