

CITY COUNCIL

The City of Orange Township, New Jersey

DATE _____

NUMBER 3-2024

TITLE: **AN ORDINANCE TO AMEND THE CODE OF THE CITY OF ORANGE TOWNSHIP, CHAPTER 200, ENTITLED "VEHICLES AND TRAFFIC" SECTION 200-52-1 HANDICAPPED PARKING SPACES. (364 Berwick St)**

WHEREAS, Connie Mosley - Hayes has in her possession a special identification card issued by the Division of Motor Vehicles of the State of New Jersey; and

WHEREAS Connie Mosley Hayes requested that a handicapped parking space be established in front of her house; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Orange Township that Section 200-52-1 be and is hereby amended to include a handicapped parking space at the location as follows:

364 Berwick St

BE IT FURTHER ORDAINED that any ordinances or parts thereof in conflict with the provisions of this ordinance be repealed to the extent of such conflict.

BE IT FURTHER ORDAINED that this Ordinance shall take effect upon final passage, approval and publication pursuant to law.

Adopted:

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President

Purpose: Create Handicapped Parking Space

Economic Impact: None

Approved:

Dwayne D. Warren, Esq.
Mayor


_____ **AMIZMATH**



September 12, 2023

Mr. Marty Mayes, Director of Public Works & Engineering
City of Orange Township
29 North Day Street
Orange, New Jersey 07050

**Re: City of Orange Township
Recommendation for On-Street Handicapped Parking at 364 Berwick Place
Block 5802, Lot 16
RVE File No. 0717G009**

Dear Mr. Mayes:

At the request of the City, our office conducted a site investigation of the above-referenced location to determine the feasibility of installing an on-street handicapped parking stall. Our office conducted the investigation per *City Code Chapter 200-18.1 Handicapped Parking Spaces*. Below please find a summary of the City Code requirements and our findings:

City Code Requirement	Findings
Is parking prohibited in area?	No
Will the parking space interfere with normal traffic flow?	No
Will the number and/or nature of commercial establishments in the area make the parking stall burdensome or impracticable?	No
Will the existence of other restricted parking stall in the vicinity of the proposed parking stall create an unreasonable burden on residents?	No
Is there an existing handicapped parking stall within 300 feet of the proposed parking stall?	No

Our office also noted the following conditions during its site investigation:

- The property appears to be a multi-family residential dwelling.
- There is a driveway associated with the property.

Based on our investigation, the above-referenced property meets the requirements of *City Code Chapter 200-18.1 Handicapped Parking Spaces*.

Should the City approve the application, our office recommends that the stall be constructed on the south curb line of Berwick Place directly in front of the property. Our office can provide technical guidance upon request.

Should you have any questions, please feel free to call Mr. Derek Dorrah at (551) 430-1019.

Sincerely,
REMINGTON & VERNICK ENGINEERS

A handwritten signature in blue ink, appearing to read 'J. Barbadoro', is positioned above the printed name.

Joseph P. Barbadoro, P.E.
Project Manager & Engineer

Enclosures

cc : Ellie Serrano, Department of Public Works; Derek Dorrah, RVE

Mr. & Mrs. Fidelis Onyeukwu

364 Berwick Street

Orange, New Jersey 07050

August 23, 2023.

To whom it may concern,

I am Fidelis Onyeukwu the landlord of the property at 364 Berwick Street Orange, New Jersey 07050 and the tenants who resides here at this address are not permitted to park in the backyard or driveway. My family and I have personal vehicles that occupies the driveway.

Thank you in advance,

A handwritten signature in black ink, appearing to read 'Fidelis Onyeukwu', written in a cursive style.

Mr. Fidelis Onyeukwu

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated March 01, 2018, by and between Mr. & Mrs. Fidelis Onyekwu ("Landlord"), and Mr. & Mrs. Alfred Hayes Jr. ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant Alfred Hayes Jr., Connie Mosley-Hayes, Tamir Lee, Abdul-Azeem Lee and Nayla Lee (the "Premises") located at 364 Berwick Street, Orange, New Jersey 07050.

TERM. The lease term will begin on February 01, 2018 and will terminate on February 01, 2019.

LEASE PAYMENTS. Tenant shall pay to Landlord lease payments of \$1,200.00, payable in advance on the first day of each month, for a total lease payment of \$1,200.00. Lease payments shall be made to Landlord at 364 Berwick Street, Orange, NJ, 07050 which may be changed from time to time by Landlord.

SECURITY DEPOSIT. At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$1,800.00 to be held and disbursed for Tenant damages to the Premises or other defaults under this Agreement (if any) as provided by law.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES/ABSENCES. Tenant shall occupy and use the Premises as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

OCCUPANTS. No more than 5 person(s) may reside on the Premises unless the prior written consent of the Landlord is obtained.

PETS. No pets shall be allowed on the Premises.

PROPERTY INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of every year per renewal term, unless either party gives written notice of termination no later than 60 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease.

MAINTENANCE. Landlord shall have the responsibility to maintain the Premises in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL TAXES. Landlord shall pay all personal taxes and any other charges which may be levied against the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

HABITABILITY. Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. For any payment that is not paid within 5 days after its due date, Tenant shall pay a late fee of \$50.00.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "For Let" signs and show the Premises to prospective tenants.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

LANDLORD:

Mr. & Mrs. Fidelis Onyeukwu
364 Berwick Street
Orange, New Jersey 07050

TENANT:

Mr. & Mrs. Alfred Hayes Jr.
364 Berwick Street 2nd Fl.
Orange, NJ 07050

Such addresses may be changed from time to time by either party by providing notice as set forth above.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of New Jersey.

ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for

any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:



Mr. & Mrs. Fidelis Onyeukwu

TENANT:



Mr. & Mrs. Alfred Hayes Jr.

**RESIDENTIAL LEASE
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
OR LEAD-BASED PAINT HAZARDS**

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on poisoning prevention.

Landlord's Disclosure

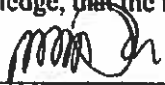
- (a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):
- (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
- (ii) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the landlord (Check (i) or (ii) below):
- (i) Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents): _____
- (ii) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

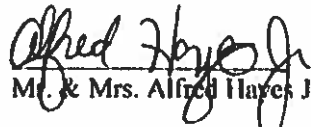
Tenant's Acknowledgment (initial)

- (c) Tenant has received copies of all information listed above.
- (d) Tenant has received the pamphlet Protect Your Family From Lead In Your Home.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.


_____ 07/01/2018
Mr. & Mrs. Fidelis Onyeukwu Date


_____ 7/1/18
Mr. & Mrs. Alfred Hayes Jr. Date

KOC 8-10-23

**CITY OF ORANGE TOWNSHIP
DEPARTMENT OF PUBLIC WORKS & ENGINEERING**

**HANDICAP REQUEST
CHECK LIST**

Name: 8/7/2023

Address: 364 BERWICK STREET
ORANGE, N.J. 07050
973-202-1535

- Letter from the individual addressed to: **Marty Mayes
Director of Public Works
29 North Day ST.
Orange, New Jersey 07050**
- Letter from the Doctor stating your medical condition
- Copy of Driver's License
- Copy of Disable I.D. Card
- Copy of Handicap Place Card and/or License Plate.
- Copy of Registration Card



08/07/2023

To Whom It May Concern

This is a note to confirm that Connie Mosley-Hayes Dob: 11/11/1960 was seen in my office today for a doctor's appointment. The patient will need a handicap parking permit due to her BACK PAIN (M54.9) Lumbar Disc (M51.26) Herniated Cervical (M50.20)

If you have any questions or concerns in this regard, please do not hesitate to call my office at 201-360-0782.

**200 Hudson Street
Suite 145
Jersey City, NJ, 07311**

NEW JERSEY
MOTOR VEHICLE COMMISSION



CAUTION:

REMOVE BEFORE DRIVING. IT'S THE LAW!

P E R M A N E N T

PERSON WITH DISABILITY PARKING PERMIT



GOOD THROUGH*

JAN	FEB	MAR	APR	<input checked="" type="checkbox"/>	JUN
JUL	AUG	SEP	OCT	NOV	DEC
2023	<input checked="" type="checkbox"/>	2025	2026	2027	2028

The Persons With a Disability Identification Card must be in the possession of the person to whom it was issued when using this placard.

*This placard shall expire on the last day of the month punched out above. Punching more than one month and/or year invalidates this placard.

P 2567562

NEW JERSEY NJMVC
AUTO DRIVER LICENSE

DL M8716 13488 81602 CLASS D
DOB 11-11-1960
ISS 08-05-2021 EXP 11-11-2025

MOSLEY-HAYES
CONNIE Y
364 BERWICK ST
ORANGE, NJ 07060
END NONE
RESTR 1

GENDER F

NJMVC

PERSON WITH A DISABILITY ID
PLACARD# P2567562
GOOD THRU 05/2024

CONNIE Y MOSLEY-HAYES
364 BERWICK ST
ORANGE NJ 07060
EQ.D

HDC PLACARD# 00
DL M8716 13488 81602
RENEWAL/REPL PT:PH
FEE: 0.00 WA RA20211730431

WE APPRECIATE THE OPPORTUNITY TO SERVE YOU.

NJMVC

VEHICLE REGISTRATION

PLATE NO: 2728H4
VIN: 1C4RJPJT0EC281111
JEE 2014 WAGON 8K
CONNIE Y MOSLEY-HAYES
364 BERWICK ST
ORANGE NJ 07060
FEE: 64.50

GOOD THRU: 01/2024
GRA: WC: 8
PASSENGER
DL: M67161348881802
RENEWAL
PT: HD
WW202234100000467