

**AGREEMENT
For the Transfer of:
MARKED POLICE VEHICLE**

THIS AGREEMENT dated the 18th day of August, 2026 by and between the Township of Cedar Grove, County of Essex, New Jersey (“TRANSFEROR”), party of the first part, and Township of West Orange, New Jersey (“TRANSFEE”), party of the second part, (hereinafter the “Contract”).

WHEREAS, N.J.S.A. 40A:14-178(a) imposes liability on a municipality who hires a police officer from another municipality within 120 days of resignation, where said police officer held a probationary appointment at the time of resignation, for the examination, hiring, and training costs associated with hiring a police officer; and

WHEREAS, a West Orange police officer held a probationary appointment at the time of resignation and has been hired by the Township of Cedar Grove within the 120-day statutory period; and

WHEREAS, the Township of West Orange sought to recover costs totaling \$27,522.96 under N.J.S.A. 40A:14-178(a) resulting from said transfer; and

WHEREAS, the West Orange Police Department (the “Department”) has been maintaining an aging fleet of police vehicles and are in dire need of additional police vehicles; and

WHEREAS, the Township of Cedar Grove has offered a used Marked Police Vehicle at no cost in lieu of payment for Reimbursement under N.J.S.A. 40A: 14-178; and

WHEREAS, the Township Council has determined that it is in the public interest to accept transfer of said Police Vehicle; and

NOW, HEREBY, BE IT AGREED BETWEEN TRANSFEROR and TRANSFEE, in consideration of the mutual covenants hereinafter set forth, as follows:

ARTICLE 1. TRANSFER

TRANSFEROR shall transfer to TRANSFEE One (1) 2022 Ford Explorer (29,427 original miles), bearing VIN Number 1FM5K8AB4NGB79443 (the “Vehicle”), and tender the Title, in lieu of TRANSFEROR paying \$27,522.96 under N.J.S.A. 40A:14-178 resulting from the transfer of a police officer from TRANSFEE to TRANSFEROR.

ARTICLE 2. CONTRACT DELIVERY

2.1 The Vehicle shall be available for pickup by TRANSFEE, and picked up by TRANSFEE, within ten (10) days of the execution of this Contract, at the following location:

Township Hall, 525 Pompton Avenue, Cedar Grove, New Jersey 07009. The date on which West Orange picks up the Vehicle shall be referred to as the Delivery Date.

ARTICLE 3. CONTRACT NOTICES

3.1 Notices to TRANSFEROR shall be made to Joseph Zichelli, Township Administrator, 525 Pompton Avenue, Cedar Grove, New Jersey 07009.

Notices to TRANSFEREE shall be made to Peter Smeraldo, Business Administrator, 66 Main Street, Room 113 West Orange. NJ 07052.

ARTICLE 4. CONTRACT PRICE

4.1 The transfer of the Vehicle shall be at no cost to TRANSFEREE, and is in lieu of TRANSFEROR paying \$27,522.96 under N.J.S.A. 40A:14-178 resulting from the transfer of a police officer from TRANSFEREE to TRANSFEROR.

4.2 The terms of this Contract shall be deemed complete on the Effective Date, which is as the later of the following: (i) the Delivery Date; or (ii) the date upon which TRANSFEROR delivers to TRANSFEREE the Title of the vehicle.

ARTICLE 5. DEFAULT

5.1 In the event that TRANSFEROR defaults under this Contract, TRANSFEREE shall be entitled to be reimbursed for any and all expenses, including the \$27,522.96 reimbursement for transfer of the police officer, as well as reasonable attorney's fees, caused by the Default, including time spent in the drafting of Contract documents, Contract negotiations and actions necessary as a result of such Default.

ARTICLE 6. BUYER'S REPRESENTATIONS

TRANSFEREE makes the following representations:

6.1 TRANSFEREE has obtained the necessary municipal approvals for transfer of the Vehicle, including passage of any and all necessary resolutions for the effectuation of such transfer.

6.2 TRANSFEREE acknowledges that, except as provided in Paragraph 4.2 above, that it is acquiring the Vehicle "AS IS", "WHERE IS", and "WITH ALL FAULTS," and that there are no warranties of merchantability or fitness or suitability of the Vehicle and its accessories for any particular purpose."

6.3 TRANSFEREE acknowledges that it has the obligation to register the Vehicle with the New Jersey Department of Motor Vehicles, and pay any applicable fees or taxes to New Jersey. Additionally, TRANSFEREE affirmatively represents that it has obtained liability insurance for the Vehicle on or prior to the Delivery Date and that, by taking possession of the Vehicle, represents that TRANSFEROR no longer has a legal or insurable interest in the Vehicle.

TRANSFeree also acknowledges that, as of the Delivery Date it is solely responsible for any liability to third parties with respect to the Vehicle which may occur at or after the time the Vehicle entered into TRANSFeree's possession.

ARTICLE 7. TRANSFEROR'S REPRESENTATIONS

TRANSFEROR makes the following representations:

7.1 TRANSFEROR has obtained the necessary municipal approvals for transfer of the Vehicle, including passage of any and all necessary resolutions for the effectuation of such transfer.

7.2 TRANSFEROR represents that TRANSFEROR currently is the lawful owner of the Vehicle and has the authority to transfer it free and clear from all encumbrances whatsoever. TRANSFEROR does hereby covenant and agree that it shall take all necessary actions to give TRANSFeree possession of the Vehicle and execute and deliver such further instruments of conveyance, transfer and assignment as TRANSFeree may reasonably request in order to effectively convey and transfer the Vehicle to TRANSFeree, to confirm the title thereof to TRANSFeree, and to assist TRANSFeree in exercising its rights with respect thereto, subject to TRANSFeree forgoing reimbursement for the transfer from TRANSFeree to TRANSFEROR of the police officer.

ARTICLE 8. MISCELLANEOUS

8.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

8.2 The TRANSFEROR and TRANSFeree each binds itself, its successors, assigns and legal representatives to the other party hereto, its successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. All portions of the

TOWNSHIP OF WEST ORANGE

TOWNSHIP OF CEDAR GROVE

BY: _____

BY: _____

TITLE: _____

TITLE: _____

August ___, 2026

August ___, 2026