

1. Conference Meeting Agenda

Documents:

[CA12.5.23.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 12.5.23.PDF](#)

3. Resolution(S)

3.I. 389-23

Documents:

[389-23 RESOLUTION COMPETITIVE CONTRACT FOR DESIGN AND BUILD SOLAR PANELS.PDF](#)

3.II. 396-23

Documents:

[396-23 DWOA FUNDING 20000.PDF](#)
[396-23 AGREEMENT - DWOA FUNDING 20000.PDF](#)

3.III. 397-23

Documents:

[397-23 RESOLUTION ESSEX COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM 2024.PDF](#)
[397-23 EXHIBIT A-2024 CDBG PRIORITY LIST.PDF](#)

3.IV. 398-23

Documents:

[398-23 RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH FAIRVIEW FOR INSURANCE BROKER SERVICES - 2023 FINAL.PDF](#)

3.V. 399-23

Documents:

[399-23 RESOLUTION GREGORY AVENUE-RRFB.PDF](#)
[399-23 MOU ESSEX_WO RRFB.PDF](#)
[399-23 WO_ INDEMNITY AND HOLD HARMLESS AGREEMENT.PDF](#)

3.VI. 400-23

Documents:

400-23 - RESOLUTION CHAPTER 159 (2023).PDF
400-23 US DEPARTMENT OF JUSTICE BULLETPROOF VEST PARTNERSHIP PROGRAM.PDF
400-23 NJ DIVISION OF HIGHWAY TRAFFIC SAFETY CLICK IT OR TICKET IT AWARD.PDF
400-23 BJA FY 23 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT.PDF
400-23 STATE BODY ARMOR REPLACEMENT FUND.PDF
400-23 SLF GRANT ADDITIONAL TERM AND CONDITIONS-WEST ORANGE.PDF
400-23 WEST ORANGE-SW ASSISTANCE GRANT APPROVAL.PDF
400-23 39-DISTRACTED DRIVING CRACKDOWN. U DRIVE. U TEXT. U PAY. 12250.PDF
400-23 31-DE-ESCALATION COMMUNITY GRANT 175000.PDF
400-23 COOPERATIVE MARKETING PROGRAM 2023.PDF

3.VII. 401-23

Documents:

401-23 DELTA DENTAL 12.5.23.PDF
401-23 MEMBER ENHANCED DENTAL BENEFIT FLYER.PDF
401-23 ROLLING 12_GROUP MONTHLY CLAIMS ENROLLMENT_ALISHA_20231106124510_00001_89999.PDF
401-23 - DENTAL QUOTES 2024.PDF
401-23 JANUARY 2024 RENEWAL.PDF

3.VIII. 402-23

Documents:

402-23 RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE TOWNSHIP OF WEST ORANGE AND LIBERTY MUTUAL.PDF
402-23 RATE CERTIFICATION LETTER.PDF
402-23 JAN 1 2024 RATES EXHIBIT.PDF
402-23 WEST ORANGE 2024 11-2-23.PDF

3.IX. 403-23

Documents:

403-23 BENECARD.PDF
403-23 WEST ORANGE PRESCRIPTION MARKETING 2024.PDF
403-23 BENECARD PROGRAM RENEWAL WITH ALTERNATIVE 2024.PDF
403-23 WEST ORANGE PRESCRIPTION RATES 2024.PDF

3.X. 404-23

Documents:

404-23 B-MED, INC..PDF
404-23 WEST ORANGE 2024 DRAFT RATES.PDF

3.XI. 405-23

Documents:

[405-23 RESOLUTION DESIGNATING MATRIX AS REDEVELOPER \(14132590.2\) \(11.29.23\).PDF](#)
[405-23 MATRIX_WEST ORANGE REDEVELOPMENT AGREEMENT OUTLINE.PDF](#)
[405-23 MDGA WEST ORANGE REDEVELOPMENT AGREEMENT - FINAL 12.15.23.PDF](#)
[HENDRICKS APPRAISAL COMPANY - CONSULTING ASSIGNMENT DATED 11.27.23.PDF](#)

3.XII. 406-23

Documents:

[406-23 RESOLUTION AUTHORIZING DISCHARGE OF MORTGAGE ON 4 LAWRENCE AVENUE.PDF](#)
[406-23 EXHIBITS - DISCHARGE OF MORTGAGE ON 4 LAWRENCE AVENUE.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2826-23

Documents:

[2826-23 HANDICAPPED SPACES 77 MITCHELL 21 LAFAYETTE AND TWO STALLS IN LOT 11.PDF](#)

4.II. 2828-23

Documents:

[2828-23 ORDINANCE LOADING ZONE CHESTNUT STREET 111423.PDF](#)

4.III. 2829-23

Documents:

[2829-23 VARIOUS CAPITAL IMPROVEMENTS - WEST ORANGE \(11_14_23\) \(FIRST ORDINANCE\)\(14120532.1\).PDF](#)
[2829-23 CAPITAL BUDGET REQUESTS - REVISED 9.29.2023.PDF](#)

4.IV. 2830-23

Documents:

[2830-23 VARIOUS CAPITAL IMPROVEMENTS - WEST ORANGE \(11_14_23\) \(SECOND ORDINANCE\)\(14134065.1\).PDF](#)
[2830-23 ATTACHMENT - CAPITAL RE-ALLOCATIONS FOR 2023.PDF](#)

4.V. 2831-23

Documents:

[2831-23 BOND ORD. ORD - REAPPROPRIATE EXCESS PROCEEDS \(638005\) - WEST ORANGE \(11_14_23\) \(THIRD ORDINANCE\) \(13983024.1\) \(14136577.1\).PDF](#)

5. ABC Hearing

5.1. 726-23

Documents:

[726-23 ABC-PERSON TO PERSON - FROM LOS TAPATIOS TO CATRINA LOUNGE 12.5.23.PDF](#)

REVISED
Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Monday, December 5, 2023 – 6:30 p.m.
Meeting No. 27

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 23, 2022 and published in the West Orange Chronicle on December 1, 2022.

Roll Call – Councilwoman Casalino, Councilwoman Ghebremicael, Councilman Rutherford, Councilwoman Scarpa, Council President Williams, Mayor McCartney

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6:30 P.M.

- **Swearing In of New Police Officers by Mayor Susan McCartney**

Graduated on November 30, 2023

- o Thomas D'Ambola
- o Alexis Banta
- o Joseph Valentin

Graduated in September

- o Emmanuel Adames
- o Joseph Boettinger
- o James Cham
- o Antonio Chambers
- o Christian Pozzoli
- o Luygui Ramirez

Graduated in June

- o Anthony Guevara

Unable to Attend Tonight's Promotional Ceremony

- o Rosalia Longobardo
- o Aleksander Puchacz
- o Xavier Rivera

- **Presentation: W.O. Planning & Development – Geniece Gary Adams, Director Planning & Development/Zoning Official**
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

Agenda is subject to change.

REVISED
PUBLIC MEETING AGENDA
Township of West Orange
66 Main Street – 7:00 p.m.
Monday, December 5, 2023
Meeting No. 27

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 23, 2022 and published in the West Orange Chronicle on December 1, 2022.

Statement of Decorum

In all matters not provided for in subsection 3-15.1 and except upon consent of the Council President, each person addressing the Council pursuant to this subsection shall be required to limit his or her remarks to five (5) minutes and shall at no time engage in any personally offensive or abusive remarks. The chair shall call any speaker to order who violates any provision of this rule.
(1972 Code § 3-15.2)

Roll Call – Councilwoman Casalino, Councilwoman Ghebremicael, Councilman Rutherford, Councilwoman Scarpa, Council President Williams, Mayor McCartney

Invocation

1. Public Comment

2. *Consent Agenda

3. *Approval of Minutes of Previous Meeting – Special Meeting 11.8.23, and Public Meeting 11.20.23

4. *Report of Township Officers

- a. West Orange Public Library-Peter Smeraldo, Assistant Business Administrator
- b. Vision 20

6 *Reading of Petitions and Communications and Bids-None

7 *Bills – 12.5.23

8 *Resolutions

- a. **389-23** Resolution Authorizing the Competitive Contracting Process for a Vendor to Design and Build of Various Solar Facilities on Township Property (Reynolds)
- b. **396-23** Resolution Authorizing the Agreement, annexed with Downtown West Orange Alliance (DWOA) for the Contribution of Funds in the Amount of Twenty Thousand Dollars (\$20,000.00) to use Towards the Furtherance of its Goals in Management of the SID and the Promotion of the Economic Revitalization of the Enumerated Neighborhoods within the Township (Gross)
- c. **397-23** Resolution Authorizing the Township to Submit Applications for the 2024 Community Development Block Grant Program with a Priority List (Carballo)
- d. **398-23** Resolution Authorizing Execution of a Professional Services Agreement with Fairview Insurance Associates, Inc., 25 Fairview Avenue, Verona, NJ 07044, for Insurance Broker Services – (P. Reynolds)

- e. **399-23** Resolution Authorizing a Memorandum of Understanding Between the Township Of West Orange and the County of Essex with Regards to the Installation and Maintenance of Rectangular Rapid Flashing Beacons (RRFB) at Various Crosswalks and Rights Of Way Belonging to the County Of Essex (Carballo)
- f. **400-23** Resolution Requesting Approval of Items of Revenue and Appropriation NJSA 40A:4-87 (Gross)
- g. **401-23** Resolution Authorizing an Agreement between the Township of West Orange and Delta Dental, Inc. from January 1, 2024 through December 31, 2024 to Provide Insurance to Eligible Employees and Retirees as an Extraordinary Unspecifiable Service (EUS) (Gross)
- h. **402-23** Resolution Authorizing an Agreement between the Township of West Orange and Liberty Mutual, Inc. from January 1, 2024 through December 31, 2024 To Provide Insurance To Eligible Employees and Retirees as an Extraordinary Unspecifiable Service (EUS) (Gross)
- i. **403-23** Resolution Authorizing an Agreement between the Township of West Orange and Benecard, Inc. from January 1, 2024 through December 31, 2024 to Provide Insurance to Eligible Employees and Retirees as an Extraordinary Unspecifiable Service (EUS) (Gross)
- j. **404-23** Resolution Authorizing An Agreement Between The Township Of West Orange And B-Med, Inc. From January 1, 2024 Through December 31, 2024 To Provide Insurance To Eligible Employees And Retirees As An Extraordinary Unspecifiable Service (EUS) (Gross)
- k. **405-23** Resolution Of The Township Of West Orange Designating MDGA– West Orange Downtown Redevelopment, LLC, As Redeveloper For The Downtown Redevelopment Area And Authorizing The Execution Of A Redevelopment Agreement (Legal-Trenk)

l. 406-23 Resolution Authorizing a Discharge of Mortgage – 4 Lawrence Avenue (Legal-Moon)

8. Ordinances on Second and Final Reading

- a. **2826-23** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-32.2 Restricted Parking Zones and 7-32.3 Handicapped Parking In Municipal Parking Lots and Board Of Education Property Of The Revised General Ordinances of the Township Of West Orange – 77 Mitchell Street and 21 Lafayette Street (Carballo)
- b. **2828-23** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-25, Loading Zones, Subsection 7-14.7, Alternate Side Parking, and 7-14.1, Night Parking Restricted of the Revised General Ordinances of the Township Of West Orange – Chestnut Street (Carballo)
- c. **2829-23** Bond Ordinance Providing For Various 2023 Capital Acquisitions And Improvements, By And In The Township Of West Orange, In The County Of Essex, State Of New Jersey; Appropriating \$6,300,000 Therefor And Authorizing The Issuance Of \$6,000,000 Bonds Or Notes Of The Township To Finance Part Of The Cost Thereof (Gross)
- d. **2830-23** Bond Ordinance Providing For Various 2023 Capital Improvements, By And In The Township Of West Orange, In The County Of Essex, State Of New Jersey; Appropriating \$6,104,494 Therefor And Authorizing The Issuance Of \$5,813,800 Bonds Or Notes Of The Township To Finance Part Of The Cost Thereof And Cancelling Amounts From Various Ordinances Not Being Used For Their Original Purpose (Gross)
- e. **2831-23** Bond Ordinance Providing For Various Street Improvements, By And In The Township Of West Orange, In The County Of Essex, State Of New Jersey; Reappropriating \$638,005.28 In Excess Bond And Note Proceeds From Various Bond Ordinances, Not Needed For Their Original Purpose, To Finance The Costs Thereof (Gross)

9. Ordinances on First Reading-None

10. Pending Matters/New Matters/Council Discussion

- Tree Ordinance
- Cannabis Ordinance

11. ABC Hearing

- a. **726-23** Person to Person Transfer of License 0722-33-043-008 Los Tapatios, 8 Main Street, West Orange, NJ 07052 to Catrina Lounge, LLC, 8 Main St., West Orange, NJ 07052

12. Adjournment

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

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

Agenda is subject to change.

Please use the link below to join the webinar:

<https://us06web.zoom.us/j/82472087099?pwd=367pp6ErxzW2DnQKCaUDHvsu9feM3w.2perRII4ZpObadjP>

Webinar ID: 824 7208 7099

Passcode: 574988

Next Meeting Date(s):

Township Council Meeting – December 19, 2023

RESOLUTION

**Authorizing the Competitive Contracting Process for a Vendor
to Design and Build Various Solar Facilities on Township property**

WHEREAS, the Township of West Orange (“Township”) will seek a vendor to design and build various solar facilities on Township property; and

WHEREAS, the vendor shall have sufficient background and experience in the design and build of solar facilities; and

WHEREAS, under the Local Public Contracts Law N.J.S.A. 40A:11-4.1(i) competitive contracting may be used by local contracting units in lieu of the standard public bidding process for procurement of specialized goods and services; and

WHEREAS, the Township meets the criteria of Local Public Contracts Law N.J.S.A. 40A:11-4.1(i) which allows the use of a methodology to rank and evaluate proposals received to not only secure the best price but the best service to suit the Townships needs.

NOW HEREBY BE IT RESOLVED, by the Council of the Township of West Orange, that the Competitive Contracting Process shall be initiated for services stated herein and to be implemented by the Purchasing Agent and the Chief Financial Officer according to the local public contracts law.

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

Tammy Williams
Council President

Adopted: November 20, 2023

RESOLUTION

WHEREAS, the Downtown West Orange Alliance is a nonprofit 501(c)3 organization of the State of New Jersey formed for the purpose of managing the town's Special Improvement District (the “SID”) to assist in the economic revitalization of the neighborhoods known as Tory Corner, Eagle Rock, St. Mark's and the Valley

WHEREAS, the Township of West Orange (the “Township”) seeks to contribute funding to the DWOA to further the DWOA’s management of the SID and efforts to promote the economic revitalization of the economic revitalization of the neighborhoods within the Township, including Tory Corner, Eagle Rock, St. Mark's and the Valley for the period commencing January 1, 2023 and ending December 31, 2023; and

WHEREAS, in addition to the License Agreement, the Township also seeks to provide additional financial support and contribution in the amount of **Twenty Thousand Dollars (\$20,000.00)** for the DWOA to use towards the furtherance of its goals in management of the SID and the promotion of the economic revitalization of the enumerated neighborhoods within the Township;

WHEREAS, this additional financial support is subject to the terms and condition of a proposed Agreement, annexed hereto as Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Township is hereby authorized to enter into the Agreement, annexed hereto as Exhibit “A” with DWOA for the contribution of funds in the amount of **Twenty Thousand Dollars (\$20,000.00)**; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the Agreement annexed hereto as Exhibit “A” and the Township Clerk be and is hereby authorized to attest to the Mayor’s signature; and be it further

RESOLVED, that a copy of this Resolution shall be made available in the Clerk’s office in accordance with applicable law.

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

**Tammy Williams
Council President**

Adopted: December 5, 2023

I hereby certify funds are available from Account:_____

John O. Gross, CFO

AGREEMENT

THIS AGREEMENT, made this 5th day of December , 2023, by and between: the TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as the “Township;”; and DOWNTOWN WEST ORANGE ALLIANCE, a nonprofit 501(c)3 organization of the State of New Jersey having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as the “DWOA.”

W I T N E S S E T H:

WHEREAS, the DWOA was formed for the purpose of managing the town's Special Improvement District (the “SID”) to assist in the economic revitalization of the neighborhoods known as Tory Corner, Eagle Rock, St. Mark's and the Valley; and

WHEREAS, the Township desires to provide funding for the DWOA to further the DWOA’s management of the SID and promote the economic revitalization of the enumerated neighborhoods within the Township; and

WHEREAS, it is the purpose of this agreement to recite the terms and conditions under which the foregoing funding shall be provided.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter stated, the parties do hereby agree as follows:

1. For the period of January 1, 2023 to December 31, 2023, the DWOA shall continue its management of the SID and continue its promotion and economic revitalization of the neighborhoods within the Township, including Tory Corner, Eagle Rock, St. Mark's and the Valley.

2. The DWOA agrees to indemnify the Township and hold it harmless, including Township's employees, agents and servants, from and against any and all losses,

claims, liabilities and expenses which may arise or be claimed against the Township, its agents, servants or employees in connection with any phase of this Agreement.

3. Neither this Agreement nor the monies granted hereunder may be assigned.

4. The DWOA acknowledges that it has read and reviewed N.J.S.A. 10:2-1, et seq., of the Revised Statutes of the State of New Jersey (Discrimination in Employment on Public Works, Contract Provisions), the terms of which are incorporated herein as though expressly set forth at length. The DWOA agrees to comply with and be bound by the provisions thereof to the extent held applicable to volunteer organizations.

5. It is understood that this Agreement shall be deemed effective as of January 1, 2023.

6. Township shall pay to the DWOA, for the services to be provided hereunder for the full one-year term, the sum of **Twenty Thousand Dollars (\$20,000.00)**.

7. The manner of payment shall be as determined jointly by the Executive Director of the DWOA and Business Administrator for the Township.

10. The parties hereto agree that the provisions of the New Jersey Prevailing Wage Act shall apply hereto to the extent held applicable to a volunteer organization. Accordingly, the DWOA agrees to comply with the provisions of N.J.S.A. 34:11-56.25 through 34:11-56.33, the provisions of which are hereby incorporated by reference as though stated at length herein. The DWOA hereby declares that it is aware of the prevailing wage rates on file in the Township Hall of the Township pursuant to the New Jersey Prevailing Wage Act and agrees to comply therewith to the extent held applicable to volunteer organizations. The DWOA further agrees as follows:

A. All covered employees of the DWOA performing services hereunder shall be paid not less than the prevailing wage rate as specified.

B. The DWOA shall maintain accurate records showing: (i) name, (ii) kind of

work performed and (iii) actual hourly rate of wage paid to each covered employee employed hereunder. Such records shall be maintained for three (3) years from date of payment and shall be available for inspection by the Township's Business Administrator or his designee on request.

- C. The DWOA shall post the prevailing wage rate for each covered employee performing worker hereunder, as determined by the Commissioner of Labor and Industry of the State of New Jersey, including the effective date of any changes thereof, in a prominent and easily accessible place and the principal offices of the DWOA.
- D. If it is found that any covered employee of the DWOA is paid less than the required wage rates Township may, on written notice to the DWOA terminate the DWOA's rights to proceed hereunder, or as to such portion of services rendered hereunder as to which there has been a failure to pay the required wages. Township may then arrange to prosecute the rendering of the services hereunder by other means, in which event the DWOA shall be liable to the Township for costs and damages incurred by the Township.
- E. It is specifically understood that the provisions of this paragraph shall not apply to such persons engaged by the DWOA to render services hereunder who are performing such services as volunteers without remuneration.
- F. The DWOA agrees to be bound by the provisions of **“SCHEDULE A”** attached hereto and made of part hereof.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper corporate officers and their property corporate seals to be hereto affixed the day and year first above written.

ATTEST:

TOWNSHIP OF WEST ORANGE

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

BY: Susan McCartney, Mayor

ATTEST:

DOWNTOWN WEST ORANGE
ALLIANCE

BY: MEGAN BRILL
EXECUTIVE DIRECTOR

“SCHEDULE A”

- (I) During the performance of this agreement the DWOA agrees as follows:
- a. The DWOA will not discriminate against any employee or applicant for employment because of age, race, creed, color, national, origin, ancestry, marital status or sex. The DWOA will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The DWOA agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;
 - b. The DWOA will, in all solicitations or advertisements for employees placed by or on behalf of the DWOA, state that all qualified applicants will receive consideration for employment without regard to age, creed, color, national origin, ancestry, marital status or sex;
 - c. The DWOA will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the DWOA's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. The DWOA agrees to comply with any regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.
- (II) The DWOA agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the Regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- (III) The DWOA agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placements bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect or indirect discriminatory practices.
- (IV) The DWOA agrees to revise any of its testing procedure, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.
- (V) The DWOA agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

**ESSEX COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
YEAR 2024**

WHEREAS, certain Federal funding will potentially be available for Essex County under Title 1 of the Housing and Community Development Act of 1974 as amended and supplemented, which Act is commonly known and referred to as the Community Development Block Grant; and

WHEREAS, the Township of West Orange has a need and desire for assistance under the Act and Program as aforesaid in order to improve essential services to the residents of areas which qualify for assistance under the Act and Program as aforementioned.

NOW, THEREFORE, BE IT RESOLVED the Township Council of the Township of West Orange, authorizes, on behalf of the Township of West Orange, the submission of applications for funding of the attached list, known as the 2024 Community Development Block Grant Program list, in the priority order as shown In attached Exhibit “A”.

BE IT FURTHER RESOLVED, that the Mayor of the Township of West Orange is authorized to sign all applications and execute any agreements with the County of Essex and the Municipal Clerk to attest his signature for projects to be funded under this program.

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

Tammy Williams, Council President

Adopted: December 5, 2023

EXHIBIT A
TOWNSHIP OF WEST ORANGE
COMMUNITY DEVELOPMENT BLOCK GRANTS
APPLICATIONS FOR 2024
PRIORITY LIST 11/28/2023

1	Bethany Center for Champions (BCC) - Academic Assistance Program to support and broaden their academic assistance program that serve the youth and families of West Orange. BCC had nearly 350 middle and high school students participate in at least one of the after-school programs last school year.	\$75,000.00
2	Main Street Counseling Center - Increase outpatient mental health services, especially for our adolescents plus West Orange residents needing help in Spanish and French Creole.	\$50,000.00
3	Franklin Avenue, Main Street to Chestnut Street	\$313,500.00
4	Oxford Place, Chestnut St. to Cherry St.	\$100,000.00
TOTAL		\$538,500.00

RESOLUTION

WHEREAS, on January 10, 2023, the Township of West Orange Township Council (the “Township Council”) approved competitive contracting pursuant to N.J.S.A. 40A:11-4.1 with regard to insurance brokerage services by adoption of Resolution No. 20-2023; and

WHEREAS, on or about August 25, 2023, the Township issued a Request for Proposals for Insurance Brokerage Services which notice was published in the Star Ledger and Township Website; and

WHEREAS, the RFP required submissions by September 13, 2023 at 11:00 a.m.; and

WHEREAS, the Township received five (5) submissions; and

WHEREAS, an evaluation committee was appointed which interviewed the respondents; and

WHEREAS, a summary of the commissions and scoring was prepared and provided to the Township Council; and

WHEREAS, the Mayor recommends award of the Contract to Fairview Insurance Agency Associates, Inc.;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute a contract with Fairview Insurance Agency Associates, Inc. of Verona, New Jersey for the insurance brokerage services and the Municipal Clerk be and is hereby authorized to attest to the Mayor’s signature for a term of two (2) years with the option to extend for one (1) additional year; and it is further

RESOLVED that the Municipal Clerk shall provide notice of the award in accordance with applicable law.

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

Tammy Williams,
Council President

Adopted: December 5, 2023

I hereby certify funds are available from: _____
Account No.

John O. Gross, Chief Financial Officer

**RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN
THE TOWNSHIP OF WEST ORANGE AND THE COUNTY OF ESSEX WITH
REGARDS TO THE INSTALLATION AND MAINTENANCE OF
RECTANGULAR RAPID FLASHING BEACONS (RRFB) AT VARIOUS
CROSSWALKS AND RIGHTS OF WAY BELONGING TO THE COUNTY OF ESSEX**

WHEREAS, the Township of West Orange desires to improve safety for residents and students along Gregory Avenue, an Essex County Road, south of Walker Road in the vicinity of the Gregory School located at the intersection of Gregory Avenue and Walker Road; and

WHEREAS, the Township of West Orange wishes to install and maintain rectangular rapid flashing beacons (RRFB) within rights of way belonging to the County of Essex along Gregory Avenue at its intersections with Luddington Road, Lowell Place and Lawrence Avenue; and

WHEREAS, the County of Essex requires that the Township of West Orange submit a certified copy of a resolution approved by the governing body of the Township of West Orange indicating that the Township of West Orange will Hold the County of Essex harmless from any claims or actions of law directly resulting from the installation and maintenance of said rectangular rapid flashing beacons (RRFB).

WHEREAS, Mayor Susan McCartney and her Administration support the request to install and maintain and further authorizes the Township of West Orange and its contractors to install and maintain rectangular rapid flashing beacons (RRFB) and within rights of way all belonging to the County of Essex;

WHEREAS, the Township Council of the Township of West Orange concur with and support the request.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor, Township and Clerk and Business Administrator or designee are hereby authorized to execute on behalf of the Township of by the Township Council of the Township of West Orange, a Memorandum of Understanding with the County of Essex for any claims directly arising from the Township of West Orange's use of rectangular rapid flashing beacons (RRFB) and rights of way all belonging to the County of Essex for the purpose of

installing and maintaining rectangular rapid flashing beacons and equipment;

BE IT FURTHER RESOLVED, that copy of this resolution and executed Memorandum of Understanding with the Hold Harmless and Indemnification Provision shall be filed with the Municipal Clerk's Office and submit a certified copy of this Resolution to the Essex County Engineer and Public Works Director, Sanjeev Varghese.

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

Tammy Williams,
Council President

Adopted: December 5, 2023

I, Karen J. Carnevale, Municipal Clerk of the Township of West Orange, do hereby certify this document to be true copy of the original which is on file in my office.

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

**MEMORANDUM OF UNDERSTANDING
POSTING OF TOWNSHIP EQUIPMENT ON
COUNTY PROPERTY AND RIGHTS OF WAY**

This Memorandum of Understanding between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey (hereafter "Township"), located at 66 Main Street, West Orange, New Jersey 07052, the Township's Department of Public Works, and the directors, officers, employees and agents of each, and the **COUNTY OF ESSEX** (hereafter "County"), located at 465 Dr. Martin Luther King, Jr., Boulevard, Newark, New Jersey 07102, contains the entire understanding of the parties as follows:

WHEREAS, the Township's Department of Public Works, intends to promote public safety for residents and students along Gregory Avenue; and

WHEREAS, in order to address public safety concerns, the Township and the County propose to engage in a joint initiative whereby the Township's Department of Public Works may install and maintain rectangular rapid flashing beacons (RRFB) and within rights of way all belonging to the County.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto do agree as follows:

SECTION I

TERM

The initiative shall become effective upon execution by the Township's Mayor and Director of Public Works and shall continue until either side terminates this Memorandum of Agreement under the provisions of Section IV below.

SECTION II

DUTIES

The installation, operation, maintenance, and removal (if necessary) of the Township's rectangular rapid flashing beacons (RRFB) and equipment on the County's property shall be the exclusive duty and responsibility of the Township, its elected officials, department heads, officers, agents, servants and employees. At all times during the life of this Memorandum shall the rectangular rapid flashing beacons (RRFB) and equipment remain the property of the Township. The duty of the County shall be to cooperate with the Township to insure that the Township has access to rectangular rapid flashing beacons (RRFB) and equipment on an "as-needed" basis. These duties and responsibilities of this Agreement shall be subject to the protocols, directives and decisions of the Business Administrator of the Township of West Orange, and the County Executive of Essex County, or their respective designees.

SECTION III

HOLD HARMLESS PROVISION

In consideration of the use of Essex County Rights of Way for the installation and maintenance of rectangular rapid flashing beacons (RRFB) from the date of the Township's execution in perpetuity or until this Agreement is terminated under the provisions of Section IV below, the Township and its Department of Public Works agree to indemnify and save harmless the County of Essex, its elected and appointed officials, directors, department heads, officers, agents, servants and employees, against any and all liability, claims, judgments, demands, attorney's fees and expenses, arising out of, or related to, or in connection with the initiative to install, operate, maintain and remove (if necessary) the Township's rectangular rapid flashing beacons (RRFB) and equipment on the County's property and rights of way, including but not limited to claims based upon negligence by the way of commission or omission on

the Township, its Department of Public Works, or its elected officials, department head, officers, agents, servants and employees. This indemnification shall include but is not limited to any third party claims, demands, causes of action, judgments, costs of litigation (including reasonable attorney fees) for bodily injury, death, personal injury and/or property damage occurring as a result of the Township's equipment being on the premises in whole or in part. This indemnification does not extend to liability arising from the intentional, tortious, or negligent acts or omissions committed by the elected and appointed officials, directors, department heads, officers, agents, servants, and employees of the County, nor any condition of the rights of way owned or operated by the County of Essex that are not directly related to the Township's installation and maintenance of rectangular rapid flashing beacons (RRFB) and equipment.

SECTION IV TERMINATION

The parties agree that any other initiative memoranda of understanding or agreement(s) executed between the parties shall be null and void after execution of this memorandum and that this memorandum shall be in full force and effect upon its execution. The parties agree that either party may cancel this memorandum of understanding upon thirty (30) days written notice of termination. Upon termination, the Township shall remove all equipment from the County's property and rights of way within sixty (60) days.

SECTION VI ENTIRE CONTRACT

This memorandum sets forth all covenants, promises, agreements, conditions, and understandings between the parties. There are no oral agreements or understandings between the parties hereto affecting or modifying this agreement.

IN WITNESS WHEREOF, the parties have caused this memorandum to be executed on this day _____ of _____, 2023.

Attest:

The Township of West Orange:

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

Susan McCartney., Mayor



**COUNTY OF ESSEX
DEPARTMENT OF PUBLIC WORKS**

DIVISION OF ENGINEERING

INDEMNITY AND HOLD HARMLESS AGREEMENT

For and in consideration of having been granted a permit for conducting physical improvements within an Essex County Right-of-Way on the Undersigned's premises, the Undersigned hereby indemnifies and holds harmless the County of Essex including but not limited to its Department of Public Works, Division of Engineering and their respective officers, employees, agents, elected and appointed officials from and against any and all claims, judgments, causes of action, costs or expenses asserted against or incurred by them or any of them arising out of any accident or injury sustained by any person(s) at the location during the period and after the expiration of the issued permit occasioned by the work performed by the Undersigned.

The Undersigned agrees and understands that a part of said consideration for this Agreement shall include the Undersigned's promise that any rights to bring suit against the County and any rights to compensation there from on any matters arising from or otherwise related to Undersigned's participation in this improvement have been knowingly and willingly relinquished by the Undersigned under this Agreement.

By affirming his/her signature to this document, the undersigned acknowledges that it understands the contents of this document and is voluntarily agreeing to its terms. The undersigned is authorized and holds the actual authority as the legally authorized owner/representative of the premises to enter into this agreement.

In witness whereof I/we have hereunto set my/our hand and seal the

_____ Day of _____ in the year _____

PROPERTY LOCATION: Various Crosswalks along Gregory Avenue in West Orange.

TYPE OF IMPROVEMENT: Installation of Rectangular Rapid Flashing Beacons (RRFB)

DATE(S) OF PERMIT: November 2023 -January 2024

Susan McCartney, Mayor

Owner/Representative's Name

Signature of Legally Authorized Owner/Representative

Susan McCartney

Printed Name

**RESOLUTION REQUESTING APPROVAL OF ITEMS OF REVENUE
AND APPROPRIATION NJSA 40A:4-87**

WHEREAS, NJS 40A:4-87 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 law, and the amount was not determined at the time of the adoption of the budget; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the Township of West Orange, that the Township requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the CY2023 Municipal Budget:

Grant Name	From	To
US Department of Justice (DOJ)- Bulletproof Vest Partnership Program FY23	\$0	13,995.45
NJ Division of Highway Traffic Safety (DHTS)- Click It or Ticket Mobilization FY23	\$0	\$7,000
UD Department of Justice (DOJ)-Edward Byrne Memorial Justice Assistance Grant (JAG) FY23	\$0	\$12,469.00
NJ Division of Criminal Justice (DCJ)- State Body Armor Replacement Fund Program	\$0	\$5,227.12
NJ Department of Agriculture (NJDA)-Spotted Lanternfly Program Chemical Control Treatment Grants Program FY23	\$0	\$15,000
NJ Department of Environmental Protection (DEP)-Stormwater Assistance Grants Program FY23	\$0	\$25,000
NJ Division of Highway Traffic Safety (DHTS)- Distracted	\$0	\$12,250

Driving Crackdown. U Drive. U Text. U Pay. CY2023		
US Department of Justice- De-Escalation Grant FY12	\$0	\$175,000
Cooperative Marketing Program FY2023	0	\$3,150

BE IT FURTHER RESOLVED that a like sum be approved to be appropriated in the same CY2023 Municipal Budget,

Grant Name	From	To
US Department of Justice (DOJ)- Bulletproof Vest Partnership Program FY23	\$0	13,995.45
NJ Division of Highway Traffic Safety (DHTS)- Click It or Ticket Mobilization FY23	\$0	\$7,000
UD Department of Justice (DOJ)-Edward Byrne Memorial Justice Assistance Grant (JAG) FY23	\$0	\$12,469.00
NJ Division of Criminal Justice (DCJ)- State Body Armor Replacement Fund Program	\$0	\$5,227.12
NJ Department of Agriculture (NJDA)-Spotted Lanternfly Program Chemical Control Treatment Grants Program FY23	\$0	\$15,000
NJ Department of Environmental Protection (DEP)-Stormwater Assistance Grants Program FY23	\$0	\$25,000
Distracted Driving Crackdown. U Drive. U Text. U Pay. CY2023	\$0	\$12,250

US Department of Justice- De-Escalation Grant FY12	\$0	\$175,000
Cooperative Marketing Program FY2023	0	\$3,150

BE IT FURTHER RESOLVED, that notification of these budget changes will be made by the Chief Financial Officer to the Director of the Division of Local Government Services through the electronic submission process.

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

Tammy Williams, Council President

Adopted: December 5, 2023

I, Karen J. Carnevale, Municipal Clerk of the Township of West Orange in the County of Essex, in the State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Town Council of the Township of West Orange the County of Essex in the State of New Jersey.

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

December 5, 2023
Date

APPLICATION DETAILS

APPLICATION PROFILE

Participant	WEST ORANGE TOWNSHIP
Fiscal Year	2023
Number of Agencies Applied	0
Total Number of Officers for Application	84
Number of Officers on Approved Applications	84

APPLICATION PROFILE

Fiscal Year	2023
Vest Replacement Cycle ⓘ	5
Number of Officers	84
Number of Emergency Replacement Needs ⓘ	Number of Stolen or Damaged
	0
	Number of Officer Turnover
	9

APPLICATION DETAILS

NIJ#	Quantity	Unit Price	Extended Cost	Tax Shipping and Handling	Total Cost
AEXPG2-A-III A	27	\$1,036.70	\$27,990.90	\$0.00	\$27,990.90
Grand Totals	27		\$27,990.90	\$0.00	\$27,990.90

AWARD SUMMARY FOR FY2023 REGULAR SOLICITATION

Funds Type	Eligible Amount	Award	Date Approved	Status
Regular Fund	\$27,990.90	\$13,995.45	10/02/23	Approved by BVP
Grand Totals:	\$27,990.90	\$13,995.45		

RETURN

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Grant #:	OP-23-11-04-MC-72
Status:	Grant Closed
Project Title:	Click It or Ticket 2023 Seat Belt Mobilization
Grantee/Organization Name:	West Orange Township
Project Period:	From: 05/22/2023 To: 06/04/2023
Total Grant Award:	\$7,000.00

Project Director:	Lieutenant Patrick Matullo
Phone Number:	973-325-4045
Email:	pmatullo@wopd.org
DHTS Grant Manager:	Drew Nagel
Phone Number:	609-376-9798
Email:	Drew.Nagel@njoag.gov

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Department of Justice (DOJ)

400-23

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:		TOWNSHIP OF WEST ORANGE 66 MAIN ST	
City, State and Zip:		WEST ORANGE, NJ 07052	
Recipient UEI:		QK38C6DQMQ45	
Project Title: West Orange Police Department Equipment Purchase		Award Number: 15PBJA-23-GG-03628-JAGX	
Solicitation Title: BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation			
Federal Award Amount: \$12,469.00		Federal Award Date: 9/25/23	
Awarding Agency:		Office of Justice Programs Bureau of Justice Assistance	
Funding Instrument Type:		Grant	
Opportunity Category: D			
Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program			
Project Period Start Date: 10/1/22		Project Period End Date: 9/30/24	
Budget Period Start Date: 10/1/22		Budget Period End Date: 9/30/24	
Project Description: The West Orange Police Department will use the JAG funds to purchase new radar units with the accompanying accessories. The goal of adding new radar units to the police patrol is to increase officers' ability to monitor speed while on patrol. This will allow the police department to easily identify speeding vehicles and provide the proper infraction to reduce the instances of speeding throughout our community. This will make the streets of the township safer.			

Award Letter

September 25, 2023

Dear James Abbott,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by TOWNSHIP OF WEST ORANGE for an award under the funding opportunity entitled 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$12,469.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg

Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

?

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/>

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

TOWNSHIP OF WEST ORANGE

UEI

QK38C6DQMQ45

Street 1

66 MAIN ST

Street 2

City

WEST ORANGE

State/U.S. Territory

New Jersey

Zip/Postal Code

07052

Country

United States

County/Parish

Province

Award Details

Federal Award Date

9/25/23

Award Type

Initial

Award Number

15PBJA-23-GG-03628-JAGX

Supplement Number

00

Federal Award Amount

\$12,469.00

Funding Instrument Type

Grant

**Assistance Listing
Number**

Assistance Listings Program Title

16.738

Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT13962612

Grant Manager Name

Shaketta Cunningham

Phone Number

[202-514-4493](tel:202-514-4493)

E-mail Address

Shaketta.Cunningham@usdoj.gov

Project Title

West Orange Police Department Equipment Purchase

Performance Period Start

Date

10/01/2022

Performance Period End Date

09/30/2024

Budget Period Start Date

10/01/2022

Budget Period End Date

09/30/2024

Project Description

The West Orange Police Department will use the JAG funds to purchase new radar units with the accompanying accessories. The goal of adding new radar units to the police patrol is to increase officers' ability to monitor speed while on patrol. This will allow the police department to easily identify speeding vehicles and provide the proper infraction to reduce the instances of speeding throughout our community. This will make the streets of the township safer.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding

written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly

authorized to do so by that agency.

20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/>

funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

29

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

32

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can

demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

33

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

34

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

35

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

36

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

37

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has

changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

38

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

39

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

40

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the

Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

42

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

43

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

44

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

45

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific

project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

46

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

47

Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

48

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

49

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

50

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

51

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

52

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

53

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

54

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

55

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

56

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

57

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

58

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

59

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

60

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

61

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the

individual has the requisite legal authority.

62

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	9/20/23 8:55 PM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official
Chief

Signed Date And Time

Agency Information	
Agency Id	247
DCJ Tracking Number	28072
Treasury Location Code	00
Tax ID	22-600-2396
Agency Name	West Orange Police
Agency Type	Local PD
County	Essex
Municipality	WEST ORANGE TWP.
Address	60 Main Street
City, State, ZIP	West Orange, NJ 07052
Phone Number	(973) 325-4035
Fax Number	(973) 325-4054

Agency Contact Information	
Name	Capt Michael Cali
Title	Captain
Email Address	mcali@wopd.org
Address	60 Main Street
City, State, ZIP	West Orange, NJ 07052
Phone Number	(973) 325-4035
Fax Number	(973) 325-4054

Agency Head/Chief Law Enforcement Officer	
Name	Chf. James P. Abbott
Title	Chief of Police
Email Address	policechief@wopd.org
Address	60 Main Street
City, State, ZIP	West Orange, NJ 07052
Phone Number	(973) 325-4030
Fax Number	(973) 669-5504
Submission Date	08/22/2023
Current Officers	88, in 2022: 88

Chief Financial Officer	
Name	Mr. John O. Gross
Title	CFO
Email Address	JGross@westorange.org
Address	66 Main Street
City, State, ZIP	West Orange, NJ 07052
Phone Number	(973) 325-4070
Fax Number	(973) 736-9182
Submission Date	08/31/2023

Body Armor Application 2023

Financial History							
Year	# Officers	Funding	State Funded Expenditure	Cumulative Unexpended Balance	Vests Purchased	Reason Not Spent	Other Reason
1998	0	\$6,437.90	\$6,437.90	\$0.00	16		
1999	0	\$9,243.63	\$9,243.63	\$0.00	22		
2000	0	\$10,727.32	\$10,727.32	\$0.00	21		
2001	106	\$9,946.23	\$9,946.23	\$0.00	19		
2002	106	\$9,929.93	\$9,929.93	\$0.00	21		
2003	109	\$10,009.51	\$10,009.51	\$0.00	25	PRC	
2004	115	\$10,629.00	\$10,629.00	\$0.00	30		
2005	115	\$10,234.44	\$10,234.44	\$0.00	23		
2006	115	\$10,731.73	\$10,731.73	\$0.00	23		
2007	115	\$12,468.77	\$0.00	\$12,468.77	0	PRC	
2008	116	\$11,220.45	\$0.00	\$23,689.23	0	PRC	
2009	119	\$3,405.73	\$27,094.95	\$0.00	62		
2010	121	\$10,040.49	\$0.00	\$10,040.49	0		
2011	95	\$8,594.71	\$0.00	\$18,635.20	0	PRC	
2012	93	\$8,643.61	\$0.00	\$27,278.80	0	PRC	
2013	92	\$11,003.19	\$23,843.48	\$14,438.52	54	PRC	
2014	96	\$8,597.73	\$0.00	\$23,036.25	0	PRC	
2015	96	\$8,582.64	\$8,836.76	\$22,782.12	20		
2016	97	\$8,279.27	\$13,190.00	\$17,871.39	30	PRC	
2017	97	\$8,293.48	\$9,565.63	\$16,599.25	20		
2018	97	\$9,326.87	\$21,656.55	\$4,269.58	51	PRC	
2019	97	\$8,641.65	\$12,911.23	\$0.00	33		
2020	89	\$5,963.07	\$0.00	\$5,963.06	0		
2021	97	\$4,022.37	\$9,985.44	\$0.00	28	PRC	
2022	88	\$5,227.12	\$5,227.12	\$0.00	28		

Body Armor Application 2023

Totals	\$220,200.84	\$220,200.84	\$0.00	526	
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Vest Purchase Details for 2022			
Manufacturer	Model	Quantity	Price
Armor Express	Vortex Ballistic IIIA	28	\$5,227.12
Totals		28	\$5,227.12

ADDITIONAL TERMS AND CONDITIONS
TO MEET FEDERAL REQUIREMENTS

The undersigned individual represents that he/she is authorized to sign this Agreement on behalf of the named-below County or Municipality (hereinafter "GRANTEE") receiving Spotted Lanternfly Chemical Treatment Grant funds ("Grant Funds") from the New Jersey Department of Agriculture ("NJDA"). Further, by his/her signature below, the undersigned indicates that, in addition to the terms, conditions and requirements set forth in the Application form submitted by GRANTEE to request Grant Funds, and in consideration for receiving Grant Funds from NJDA, said GRANTEE agrees to comply with the provisions of the following statutes, rules, and regulations in connection with its receipt and expenditure of the Grant Funds being provided to GRANTEE by NJDA under the American Rescue Plan Act – Coronavirus State Fiscal Recovery Fund:

A. Federal regulations applicable include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as U.S. Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by U.S. Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. See <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/recipient-compliance-and-reporting-responsibilities>
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and U.S. Treasury's implementing regulation at 31 C.F.R. Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
7. New Restrictions on Lobbying, 31 C.F.R. Part 21.

8. Executive Order 13985 On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (January 20, 2021).
9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
10. Generally applicable federal environmental laws and regulations.

B. Statutes and regulations prohibiting discrimination applicable include, without limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and U.S. Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance. The following language is hereby included in every contract or agreement subject to Title VI and its regulations between the NJDA and the GRANTEE and the following language must be included in every contract or agreement subject to Title VI and its regulations between GRANTEE and its contractors, subcontractors, successors, transferees and assignees:

The grantee, contractor, subcontractor, successor, transferee, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the U.S. Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the U.S. Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and U.S. Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and

services provided or made available by state and local governments or instrumentalities or agencies thereto.

C. Federal Labor Standards

1. The Contract Work Hours and Safety Standards Act (40 U.S.C. §3701 et seq.), requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts of \$100,000 or greater be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week;
2. The Federal Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring that covered nonexempt employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;
3. The Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (29 CFR 3), which requires payment of wages once a week and allows only permissible payroll deductions.

D. Other State and federal laws applicable include, but are not limited to, the following:

1. The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.), establishing a prevailing wage level for workers engaged in public works.
2. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
3. State of New Jersey Executive Order No. 215 (Kean 1989), requiring environmental assessments or environmental impact statements to the extent applicable for major construction projects.
4. (a) In accordance with 41 U.S.C. § 4712, GRANTEE may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

(b) The list of persons and entities referenced in the paragraph above includes the following:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A NJDA employee responsible for contract or grant oversight or management;
 - e. An authorized official of the U.S. Department of Justice or other law enforcement agency;

- f. A court or grand jury; or
 - g. A management official or other employee of the New Jersey Department of Community Affairs ("DCA"), contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- (c) GRANTEE shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 5. Contracting with Small, Minority-owned, Women-owned and Veteran-owned Businesses, and Labor Surplus Area Firms.
 - (a) GRANTEE shall take all necessary affirmative steps to ensure contracting opportunities are provided to small, minority-owned, woman-owned, and veteran-owned businesses, and labor surplus area firms. As used in this contract, the terms "minority-owned business," "women-owned business," and "veteran-owned business" means a business that is at least fifty-one percent (51%) owned and controlled by minority group members, women or veterans. For purposes of this definition, "minority group members" are African Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Native Americans. GRANTEE may rely on written representations by businesses regarding their status as minority, women and veteran businesses in lieu of an independent investigation.
 - (b) Affirmative steps shall include:
 - a. Placing qualified small and minority-, veteran- and women-owned businesses on solicitation lists;
 - b. Ensuring that small and minority-, veteran- and women-owned businesses are solicited whenever they are potential sources for goods and/or services required in furtherance of the Agreement;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority-, veteran- and women-owned businesses;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority-, veteran- and women-owned businesses;
 - e. Using the service and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; and
 - f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subparagraphs (a) through (e) of this section.
- 6. All state and federal laws and regulations concerning the procurement of goods and services by a county or municipality.

E. Increasing Seat Belt Use in the United States.

- 1. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), GRANTEE should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

F. Reducing Text Messaging When Driving

1. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), GRANTEE should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and GRANTEE should establish workplace safety policies to decrease accidents caused by distracted drivers.

G. Personally Identifiable Information

1. To the extent GRANTEE receives personally identifiable information, it will comply with the Privacy Act of 1974 and U.S. Treasury rules and regulations related to the protection of personally identifiable information. The term "personally identifiable information" refers to information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc., either alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc. See 2 CFR 200.79. Subrecipients shall require all persons that have access to personally identifiable information (including subcontractors/subconsultants and their employees) to sign a Non-Disclosure Agreement.

H. Conflicts of Interest.

1. GRANTEE must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded with CSFRF Funds.
2. GRANTEE must disclose in writing to U.S. Treasury or DCA, as appropriate, any potential conflict of interest affecting the CSFRF Funds in accordance with 2 C.F.R. § 200.112.

I. American Rescue Plan Act

1. Sections 602 and 603 of the Social Security Act, as added in Section 9901 of the American Rescue Plan Act (Pub. L. 117-2).
2. Implementing regulations adopted by U.S. Treasury pursuant to Section 602(f) of the Social Security Act, as added in Section 9901 of the American Rescue Plan Act (Pub. L. 117-2).

J. Records to be Provided on Request

Upon request, GRANTEE will provide NJDA with all necessary documents and records to demonstrate compliance with the above terms, conditions and assurances.

Agreed to this 17th day of August, 2023

GRANTEE

BY:

Susan McCartney

Name: Susan McCartney

Title: Mayor

Authorized to sign on behalf of and to contractually bind

County/Municipality: West Orange



400-23

State of New Jersey

PHILIP D. MURPHY
Governor

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Mail Code - 501-02A
Bureau of NJPDES Stormwater Permitting and Water Quality Management
P.O. Box 420 – 501 E State St., 1st Flr.
Trenton, NJ 08625-0420
Phone: (609) 633-7021 / Fax: (609) 777-0432

SHAWN M. LATOURETTE
Commissioner

SHEILA Y. OLIVER
Lt. Governor

May 2, 2023

Zayibeth Carballo
Engineer
66 Main Street
West Orange, NJ 07052
NJPDES: NJG0141852 / PI ID #: 168118

RE: STORMWATER ASSISTANCE GRANT APPLICATION

Dear Stormwater Program Coordinator,

The Bureau of NJPDES Stormwater Permitting and Water Quality Management has received your application for the Stormwater Assistant Grant. After further review, your application has been **APPROVED**.

All approved applications are sent for processing on the last Friday of every month, with a turnaround time from processing to payment of one to two weeks. Please make sure to alert the municipality's fiscal staff to expect payment dispersal during that time frame. The payment will be titled "Water Resources Planning Management – Stormwater Assistance Grant." Note that the second portion of the grant payment will be dispersed upon the Department's receipt and approval of the required Tier A permit deliverable.

Additional information about the program guidelines can be found on the Department's Stormwater Grants webpage, including the Notice of Funding Availability and recordings of our previous outreach sessions: <https://nj.gov/dep/wlm/grants/swgrant.html>

If you have any questions, please feel free to contact your County Case Manager at Gabryella.pulsinelli@dep.nj.gov.

Sincerely,

Gabriel Mahon, Bureau Chief
Bureau of NJPDES Stormwater Permitting and Water Quality Management

HTS Mobilization 2023 Distracted Driving Crackdown

Organization: West Orange Township

General Information

Applicant Agency West Orange Township

Project Title 2023 Distracted Driving Crackdown. *U Drive. U Text. U Pay.*

Federal Tax ID # 226002396

Project Period

From 4/1/2023 to 4/30/2023

Final financial claim due one month following the end of the Project Period.

Type of Application

Initial

HTS Mobilization 2023 Distracted Driving Crackdown

Organization: West Orange Township

Contact Information

Project Director

Prefix: Lieutenant
First Name: Patrick
Last Name: Matullo
Title: Lieutenant
Address 1: 66 Main Street
Address 2:
City: West Orange
State: New Jersey
Zip: 07052
Phone: 973-325-4045 ext.
E-Mail: pmatullo@wopd.org

Financial Director

Prefix: Mr.
First Name: John
Last Name: Gross
Title: CFO/BA
Address 1: 66 Main Street
Address 2:
City: West Orange
State: New Jersey
Zip: 07052
Phone: 973-325-4070 ext.
E-Mail: jgross@westorange.org

Only Finance Officers or their designee(s) are authorized to certify SAGE grant applications and subsequent reimbursement requests. To name an authorized designee the CFO/Finance Officer must notify DHTS in writing with the name of the designee(s). Letters with this designation can be attached here. NOTE: An authorized designee(s) must be from the agencies finance office and cannot be the same person as the grant's Project Director.

Authorizing Official

Prefix: Honorable
First Name: Susan
Last Name: McCartney
Title: Mayor
Address 1: 66 Main Street
Address 2:
City: West Orange

HTS Mobilization 2023 Distracted Driving Crackdown

Organization: West Orange Township

Contact Information

State: New Jersey
Zip: 07052
Phone: 973-325-4100 ext.
E-Mail: smccartney@westorange.org

HTS Mobilization 2023 Distracted Driving Crackdown

Organization: West Orange Township

Narrative Description of Project

[✓] I agree to the Terms and Conditions found below.

Problem Statement:

Distracted driving is a dangerous epidemic on America's roadways. From 2012-2019, 26,004 people were killed in distracted driving crashes nationally. In New Jersey, driver inattention has remained the most frequently cited cause of fatal and incapacitating crashes, over seven times higher than the total crashes cited for unsafe speed over the past five years (2016-2020).

Recent groundbreaking research performed by Rowan University further demonstrates the extent of the driver distraction problem in New Jersey. A pilot observational driver distraction survey was conducted in 2021 and 2022 along 10 high crash highway corridors, using video camera technology. The study found that the average rate of distraction for drivers sampled was between 20-25%

Distracted driving is any activity that diverts a person's attention away from the primary task of driving. All distractions endanger driver, passenger, and bystander safety. These distractions include:

- Texting
- Using a cell phone or smartphone
- Eating and drinking
- Talking to passengers
- Grooming
- Reading, including maps
- Using a navigation system
- Watching a video
- Adjusting a radio, CD player, or MP3 player

But, because using a hand held cell phone while driving to make calls or send text messages requires visual, manual, and cognitive attention from the driver, they are by far the most alarming distractions.

April is National Distracted Driver Month, which is a time to remind New Jersey motorists of the state's distracted driving laws, which include a ban on hand-held cell phone use and text messaging by all drivers and a ban on all cell phone use (hand held or hands free) by novice drivers.

From April 1-30, 2023, police officers, on an overtime basis, will conduct special enforcement patrols targeting distracted drivers. The enforcement will take the form of roving patrols and fixed checkpoints.

Objectives:

To reduce the number of motor vehicle fatalities in the state with a distracted driver contributing cause (as detailed in the FY2023 New Jersey Highway Safety Plan) through targeted distracted driving enforcement and education during the 2023 Distracted Driving Crackdown U Drive. U Text. U Pay.

Methodology:

REMINDER: As per directives from the National Highway Traffic Safety Administration (which

HTS Mobilization 2023 Distracted Driving Crackdown

Organization: West Orange Township

Narrative Description of Project

provides the federal funding for this grant) Chiefs of Police are not eligible to work grant-funded overtime through this grant.****

This federally-funded grant project consists of an enforcement overtime campaign from April 1 through April 30, 2023. The project is designed to raise awareness about the dangers of distracted driving, to offer deterrence through visible enforcement, and to issue summonses for relevant motor vehicle violations. The grant will pay for overtime enforcement during the approved crackdown period, with a maximum rate to be reimbursed of \$70 per hour. The overtime hours will be used for roving patrols and checkpoints.

This is a **reimbursement grant**. Participating departments will incur all costs and then submit the necessary documentation to the Division of Highway Traffic Safety for reimbursement.

This is an **enforcement campaign**. A reasonable number of impaired driving arrests and other summonses are expected in relation to overtime hours worked.

All grantees are expected to conform to the established "Law Enforcement Performance/Productivity Standards for Federally Funded NJDHTS Grants."

The maximum project overtime rate is \$70.00 per hour regardless of what officer works the project hours. The officer is to receive the full dollar amount in overtime. Administrative costs or fees should be considered "in kind services" or soft matches and are not a part of this grant. **It is up to the agency to establish its pay rate for the project.** The Division encourages agencies to pay all participating officers a flat \$70 per hour rate for this overtime detail, but agencies may pay their usual overtime rates, if they wish, in which case the reimbursement from the Division will be:

Officers paid \$70.00 - project will reimburse at \$70.00 per hour.

Officers paid less than \$70.00 - project will reimburse at that lower rate.

Officers paid more than \$70.00 - project will reimburse at \$70.00 per hour with the municipality covering the remainder of the rate.

Again, the maximum hourly rate to be reimbursed is \$70 per hour, regardless of whether all the grant-budgeted hours are worked or not.

HTS Mobilization 2023 Distracted Driving Crackdown

Organization: West Orange Township

Action Plan and Methodology

In the box below provide a brief analysis of available data from your jurisdiction pertaining to the issue involved in this grant, as well as your plan of action and targeted areas of enforcement for this campaign.

****NEW:**
All NJ DHTS grantees are required to engage the community, including new, traditionally underserved segments of the community. In addition to your enforcement action plan, please describe tasks you will take to foster community engagement to maximize the effectiveness and reach of this campaign.

Driver inattention was the primary cause of 381 of our 1260 crashes or 30.2%. Driver Inattention was also a secondary cause in 436 of 1260 crashes or 34.6% We will conduct roving and stationary enforcement details at the top intersections and roads that crashes occurred on using the data from the departments Quarterly Crash Analysis. We will attempt to get the community more involved by using our social media pages, The WO Pedestrian Safety Advisory Board, and the WO High School Youth Advisory Board. We will provide statistical data and informational handouts. We will also work with the Mayor and Town Council to bring awareness to the community.

Your action plan can also be attached here:

HTS Mobilization 2023 Distracted Driving Crackdown
Organization: West Orange Township
Evaluation (Administrative (Performance) Evaluation)

[✓] I agree to the Terms and Conditions found below.

1. News release sent to local media and resolution/proclamation approved by local governing body.
2. A reasonable number of motor vehicle stops made and distracted driving related summonses issued in relation to overtime hours worked.
3. "Law Enforcement Performance/Productivity Standards for Federally Funded NJDHTS Grants" adhered to.
4. Display Variable Message Board with the "UDrive. UText. UPay." theme during the project period, if possible.
5. Timely submittal of Enforcement Summary Report(s) and Financial Reimbursement claim(s) in SAGE.

HTS Mobilization 2023 Distracted Driving Crackdown

Organization: West Orange Township

Acceptance of Conditions

Acceptance of Conditions can be found by [clicking here](#).

[✓] I agree to the Terms and Conditions outlined in Acceptance of Conditions document found above.

HTS Mobilization 2023 Distracted Driving Crackdown
Organization: West Orange Township
Certification Regarding Debarment and Suspension

Certification regarding Debarment and Suspension can be found by [clicking here](#).

[✓] The prospective applicant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving funds by any federal department or agency.

The applicant also certifies that it will comply with the requirements referenced in the attached document in accordance with the Subaward program.

HTS Mobilization 2023 Distracted Driving Crackdown
Organization: West Orange Township
Project Location

County to filter by: Essex County

Municipalities: West Orange Township

HTS Mobilization 2023 Distracted Driving Crackdown

Organization: West Orange Township

Local Aid & Legislative Districts

Legislative Districts: 27

Local Aid Districts: District 2, Trenton

Congressional Districts:

HTS Mobilization 2023 Distracted Driving Crackdown

Organization: West Orange Township

Enforcement/Education Details

Description:	Number of Hours:	Number of Staff	Hourly Rate:	Federal Share	State/ Local Share	Total Amount
Distracted Driving Overtime Enforcement	175	1	\$70.00	\$12,250.00	\$0	\$12,250.00

HTS Mobilization 2023 Distracted Driving Crackdown

Organization: West Orange Township

Budget Summary

Budget Line Item	Federal Share	State/Local Share	Total Amount Requested
Enforcement/Education Details	\$12,250	\$0	\$12,250

HTS Mobilization 2023 Distracted Driving Crackdown

Organization: West Orange Township

Federal Single Audit

Does your agency expend \$750,000 or more in federal funds during its fiscal year? () Yes (✓) No

If yes, download and print the Federal Single Audit Requirements and Certification Form by [clicking here](#).

Scan and attach your completed Form and Proof of Submission here:

HTS Mobilization 2023 Distracted Driving Crackdown

Organization: West Orange Township

Signatures

I certify that the information in this application is true and correct, that the undersigned possesses the authority to apply for this grant, and that the applicant will comply with all Conditions and Assurances associated with this program.

The undersigned gives authorization to submit the application to the State of New Jersey, Department of Law and Public Safety, Division of Highway Traffic Safety for this subaward project.

Project Director Approval

[✓] I approve this application for submission.

Name: Lt. Patrick J. Matullo III

Financial Director Approval

[✓] I approve this application for submission.

Name: John F. Gross

Authorizing Official Approval

[✓] I approve this application for submission.

Name: Susan McCartney

HTS Mobilization 2023 Distracted Driving Crackdown
Organization: West Orange Township
Contract Agreement

Project Title 2023 Distracted Driving Crackdown. *U Drive. U Text. U Pay.*
Grant Number DD-23-45-01-DD-101
Federal Fiscal Year 2023
Amount Awarded \$12,250
Funding Source SECTION 405-NATIONAL PRIORITY SAFETY PROGRAMS-CFDA 20.616
Project Period From 4/1/2023 to 4/30/2023

Project Director Patrick Matullo
Financial Officer John Gross
Authorizing Official Susan McCartney

Federal Award Id # 69A3752330000405eNJC

Federal Award Agency: U.S. DOT/ National Highway Traffic Safety Administration

Granting Agency Contact Information:

NJ Division of Highway Traffic Safety
140 East Front Street
Trenton, NJ 08625
609-633-9300

In accordance with the provisions of 23 U.S.C. Chapter 4, the Highway Safety Act of 1966 as amended, the Department of Law and Public Safety hereby awards to the above named Subrecipient a subaward in the amount specified for the purposes set forth in the approved application.

This subaward is subject to the requirements set forth in the appropriate Federal Regulations, the General Conditions for subawards promulgated by the Department of Law and Public Safety, all applicable Statutes of the State of New Jersey and the requirements of the State of New Jersey for State and local financial accounting including the filing of single audits as required under 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. 200.500, et seq.) and/or State Circular Letters 15-08-OMB and 07-05-OMB (if applicable). It is subject also to any general conditions and assurances, approved budget, application authorization, certifications, and special conditions attached to this program.

This subaward incorporates all conditions and representations contained or made in the application and notice of award (if applicable).

[☒] **I the Project Director agree to the Terms and Conditions above.**

Additional approval information (if applicable) is attached here

Stephanie Santana

From: Stephanie Santana
Sent: Thursday, November 30, 2023 11:42 AM
To: James Abbott; Catherine Kapura; mike odonnell; edwin diaz; michael keigher; matthew feula
Cc: John Gross; Kim Allonardo
Subject: RE: FY2023 CPD De-Escalation Award Announcement

Hi,

Any luck on getting the award letter download? I need it for our upcoming council meeting resolution

Thank you

From: James Abbott <policechief@wopd.org>
Sent: Thursday, November 2, 2023 7:52 PM
To: Catherine Kapura <ckapura@m-strat.com>
Cc: John Gross <JGross@westorange.org>; Susan McCartney <SMcCartney@westorange.org>; Stephanie Santana <ssantana@westorange.org>
Subject: Re: FY2023 CPD De-Escalation Award Announcement

Will do, thanks!

Get [Outlook for iOS](#)

From: Catherine Kapura <ckapura@m-strat.com>
Sent: Thursday, November 2, 2023 6:07:20 PM
To: James Abbott <policechief@wopd.org>
Cc: John Gross <jgross@westorange.org>; Susan McCartney <smccartney@westorange.org>; Stephanie Santana <ssantana@westorange.org>
Subject: RE: FY2023 CPD De-Escalation Award Announcement

Great news, thanks for sharing Chief! once you are able to download the award letter from the Just Grants portal, please send along for everyone's records.

Thanks,
Catherine

Catherine Kapura

Director of Client Services
Millennium Strategies
60 Columbia Road
Building B, Suite 230
Morristown, NJ 07960
Phone: 973-226-3329
Cell: 973-493-5855 **Preferred**
Fax: 973-292-0832

From: James Abbott <policechief@wopd.org>
Sent: Thursday, November 2, 2023 10:38 AM
To: Catherine Kapura <ckapura@m-strat.com>
Subject: Fwd: FY2023 CPD De-Escalation Award Announcement

FYI

Get [Outlook for iOS](#)

From: Office of Community Oriented Policing Services (COPS) <copsusdoj@service.govdelivery.com>
Sent: Thursday, November 2, 2023 10:29 AM
To: James Abbott <policechief@wopd.org>
Subject: FY2023 CPD De-Escalation Award Announcement



U.S. DEPARTMENT OF JUSTICE OFFICE OF COMMUNITY ORIENTED POLICING SERVICES

145 N Street, NE, Washington, D.C. 20535

Re: COPS Office FY23 CPD Law Enforcement Agency De-Escalation Grants award number 15JCOPS-23-GG-02532-PPSE

Dear James Abbott:

On behalf of the Attorney General of the United States, Merrick B. Garland, and the Office of Community Oriented Policing Services (COPS Office), it is my pleasure to inform you that we have approved your proposal for FY23 TOWNSHIP OF WEST ORANGE, NJ De-Escalation Grant under the FY23 CPD Law Enforcement Agency De-Escalation Grants in the amount of \$175,000.00. The COPS Office recognizes and appreciates your commitment to this very important initiative.

At the COPS Office, our mission is advancing community policing nationwide. We prioritize this by supporting state, local, tribal, and territorial law enforcement agencies as they carry out their vital public safety missions. The project you will implement with these award funds contributes to the mission of the COPS Office and the greater goal of reducing crime and building trust between law enforcement and communities served. The team at the COPS Office looks forward to supporting you as you implement this important work.

In the coming days, the COPS Office will release your award package via [the Justice Grant System \(JustGrants\) website](#). At that time, you will receive an automated email with additional information on how to access, review, and accept your award. You will also be contacted separately by your assigned grant manager and you can always seek assistance with your award from AskCOPSRC@usdoj.gov.

I want to extend my personal appreciation for your efforts and congratulate you on this award. On behalf of the staff at the COPS Office, we look forward to working with you on this important project.

Sincerely,



Hugh T. Clements, Jr.

Director



You have received this email because you have requested [Awards](#) updates from the U.S. Department of Justice's [Community Oriented Policing Services \(COPS\) Office](#). Your subscription information may not be used for any other purposes.

[Manage Your Subscriptions](#) | [Department of Justice Privacy Policy](#) | [GovDelivery Privacy Policy](#)

This email was sent to policechief@wopd.org using GovDelivery Communications Cloud on behalf of: The Office of Community Oriented Policing Services (COPS Office) · 145 N St, NE · Washington, DC 20530 · 800-421-6770

West Orange Township
TRAV-2023-CMP-00085
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Profile Information

To populate this area you must roll over "Main Menu" at the top corner of the page , roll over "My Organizations" and click on the name of organization for which you are applying. Once on that page, scroll down below "Organization Information" boxes to "NJDOS Organization Profile Information" and click on it. Fill out that information and click **SAVE**. Return to Profile Information Review, click on **SAVE** to populate the new information, review the information for accuracy, check off the box at the bottom, left of the page if you agree and click **SAVE** again.

Name	West Orange Township
Federal Tax I.D. Number	226002396
Address	Municipal Building 66 Main Street
City, State, Zip	West Orange, New Jersey, 07052-5054
County	Essex County
Phone, Fax	Ph- (973) 325-4100, Fx- (973) 669-0238
Email	
Website	

Charities Registration #	00000
Division of Revenue Registration #	0

Executive Director of applicant	Mr. Robert Parisi	Mayor
	(Prefix, First, Name, Last Name)	(Title)
Primary Program Contact (for application correspondence)	Ms. Megan Brill	Executive Director

Board President or Chairman	Mr. Robert Parisi	Mayor
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Address	66 Main Street
	West Orange, New Jersey 07052

Phone	973-325-4100
-------	---------------------

Email	RParisi@westorange.org
-------	-------------------------------

Congressional District of Applicant	10
State legislative District of Applicant	27

Date of Incorporation	1/1/1806
Fiscal Year Ends	12/31

✓ By checking this box you confirm that all information shown above is accurate to the best of your knowledge.

West Orange Township
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Project Title

Project Title should describe the marketing project for which you are applying. Is the application for creation and distribution of a single brochure? Is the application to market a single event regardless of whether the event lasts for a day, weekend, week or longer? Is the application for a general marketing plan for a destination or tourism season?

- **The project period must be clearly identified.** Specify the time frame that begins when the marketing is started and ends with its completion*. The project period may not begin before official award notification , and funds awarded cannot be used for expenses incurred prior to the stated project start date. *If you are applying to market an event, the End Date must be the last day the event is held.

Purchase of marketing, advertising and deliverables must begin before the end of the State's Fiscal Year for which you are applying (June 30). Funds are usually awarded for a twelve-month period or for the duration of the marketing campaign whichever is less.

The event, destination or attraction to be marketed must promote tourism in or to New Jersey.

Project Title	Start Date	End Date	Months Funded
Downtown West Orange Printed Advertising Project	1/1/2023	12/31/2023	11

Type of Project Brochure

Event Date

Start Date

End Date

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Project Narrative

Narrative of the proposed project, including information about the applicant's organization and program, event or initiative for which the applicant is seeking grant dollars. Also include any background or history on the program, event, or initiative. Proposal for funding for local events or programs must explain how the project demonstrates significance to or affects the broader context of the tourism industry.

The Township of West Orange is the 5th largest municipality in Essex County, with an area of 12.1 square miles and a population of approximately 49,000. West Orange is economically and demographically diverse with a racial/ethnic breakdown of approximately 41% White/Non-Hispanic, 27% Black/African American, 22% Hispanic/Latino, 7% Asian, 3% Other. The Township is located less than 20 miles away from Manhattan and is in close proximity to Interstate 280, Route 10, and County Route 508. West Orange is also a commuter suburb, making most of its business and tourism offerings accessible through most public transit systems. West Orange offers a rich array of attractions for both visitors and residents alike. The community boasts spectacular views of New York City from South Mountain and Eagle Rock reservations, five-star golf courses, 12 beautiful public parks, four public tennis courts, an outdoor amphitheater, a dine-in multi-screen movie theater, a state-of-the-art public pool and recreation center, a waterfront recreation complex, a zoo, and a skating arena, as well as four hotels for visitors to stay.

The Township is home to the former resident and inventor Thomas Edison, his home and laboratory being a National Historic Park. West Orange has also been deemed the "Wedding Capital of New Jersey," attracting couples from all over the northern region, as well as the entire state, with its several five-star venues and four local hotels. The Township has a thriving Downtown scene, with many shopping and dining options for visitors to choose from. In addition to those attractions, West Orange hosts numerous events year-round, such as the street fair, the food truck festival in combination with the firework extravaganza that takes place on July 4th, music and performing arts festivals, and "Downtown Thursdays" to promote its local businesses and restaurants in its downtown area. The Township works closely together with the West Orange Downtown Alliance (DWOA), a New Jersey nonprofit 501(c)3 organization formed for the purpose of managing the town's Special Improvement District (SID) to assist in the economic revitalization of the neighborhoods known as Tory Corner, Eagle Rock, St. Mark's, and the Valley.

The DWOA follows the Four Point Approach to Downtown Management using organization, promotion, design, and economic revitalization as defined by the National Main Street Center and Main Street New Jersey Organizations. The DWOA has followed the Main Street Four Point Approach which is a volunteer-driven, historic preservation-based, economic development program. A nationally successful model for revitalizing downtowns entirely dependent on grants, donations, and volunteer muscle, the Main Street Approach stresses historic preservation as the underlying design principle for the revitalization effort. Main Street efforts nationwide aim to maximize the economic potential of each historic commercial district while preserving its authentic character. For West Orange, the volunteer-led teams are critical to the success of the program and involve stakeholders – residents, business owners, and property owners – in making decisions about the future of the Downtown. Throughout the year, the DWOA organizes and promotes local events that accomplish these goals and focus consumers on backbone economic supports like local retailers, restaurants, and services.

The Township has currently been working with the DWOA on the Downtown effort locally for residents, but would like to expand efforts to out-of-state and out-of-town visitors. The Township hosts many events throughout the year, including the recent street fair, and has many additional recreational opportunities around town, drawing many local visitors. The Township continues to expand and has even approved an ordinance and are preparing legislation for a new film studio. This will draw those working for and interested in the film industry to visit West Orange. To expand upon these efforts, the Township would like to increase out-of-state visitors and encourage them to stay and venture to the surrounding areas to experience the recreational facilities, shops, and restaurants the Township has to offer. Expanding our reach and marketing to these visitors will allow us to increase current efforts well beyond the local community and target those visiting for the numerous events and attractions the Township offers year-round.

As such, together the Township of West Orange and DWOA request funds for printed marketing materials to continue efforts to expand visitors to Downtown and numerous attractions, as West Orange is becoming a premier destination in Northern NJ. The printed marketing materials will promote Downtown businesses, events, services, professionals, and West Orange as a tourism destination with amazing attractions, activities and events; so that out-of-state visitors consider "making a weekend – or even a week" out of a visit, by staying in one of the hotels to enjoy 40+ shopping and dining options; visiting the zoo; taking in history and culture; playing 18 holes at the public golf course; enjoying parks, nature trails, and sporting activities. Grant funds will be used to print marketing materials that received the most traction through West Orange's online platforms to be circulated throughout sites and attractions such as local hotels, recreation sites such as the golf course, the Turtle Back Zoo and more. With the funds from

West Orange Township
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Project Narrative

this grant, The DWOA, under the leadership of the Township of West Orange, will accomplish the following objectives:

- Position Downtown and the Township of West Orange as the premier shopping/dining and professional services destination in Northern New Jersey.
- Expand upon the first phase of the marketing campaign to promote businesses, events, services, and professionals, along with promoting the successes of the DWOA through printed materials, such as brochures and flyers.
- Partner with the many nearby West Orange Township visitor attractions and sites by promoting the Downtown and the entire Township as the heart of a day trip or vacation-worthy destination.

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Marketing Plan

Attach sample collateral material.

https://njsage.intelligrants.com/_Upload/2721303_1984622_1-MarketingMaterials-CooperativeMarketing- WestOrange.pdf

A detailed marketing plan, including a plan to determine your project's success/return on Investment information.

The DWOA and the Township of West Orange is proposing to expand the existing Downtown Campaign to attract out -of-state and out-of-town visitors to shop and dine in West Orange when visiting for other events . Each year, the Township draws many visitors to its Downtown area with its business offerings and community programming . However, many of these visitors are local and do not hail from outside of the state. Despite the draw of various wedding venues, the zoo, the golf course, and more, most out-of-state visitors do not venture to the surrounding commercial areas to experience the shops and restaurants the Township has to offer . The Township would like to expand our reach and marketing to these visitors to increase the current efforts well beyond the local community and target those visiting for the numerous events and attractions in West Orange . This will be done by distributing printed marketing materials to hotels, roadway stops along major highways and popular attractions throughout the Township , so these entities can promote the Township to visitors and guests of their establishments .

In 2021, the DWOA started working with a marketing firm to determine what efforts could be made to help attract more local and regional visitors to West Orange. Partnering with this firm for additional efforts helped encourage outside visitors to see West Orange as a destination when attending events. The comprehensive marking plan created reached an extensive audience to provide a platform for the Township to be a destination and not just a “pass through” for visitors attending events . With funding, the Township will create printed marketing materials for the expanded Downtown campaign. This will allow the Township to target potential markets, solicit the proper media outlets, and create incentives for visitors to frequent local businesses in West Orange . This will help the Township to achieve regional reach and drive out-of-county and out-of-state tourism to West Orange. The continued marketing plan will utilize printed media to attract visitors of all ages to the Township . To do so, the Township needs to demonstrate all the various attractions, as well as restaurants, shops, and local businesses that are available to make West Orange a destination when visiting. The overall goal of the printed marketing plan will be to utilize the existing event- specific tourism the Township attracts to have these visitors stay and spend time in the Township to grow the local economy . The target market for the Downtown West Orange Marketing Plan will be all visitors , both out-of-county and out-of-state, who plan to attend events such as for weddings or golfing within West Orange throughout the entire year . This also includes concerts, theatre performances, art exhibits, festivals, and other recreational events that take place around town or at the various complexes in West Orange . Numerous visitors often “pass through” West Orange for various events or for day trips throughout the year ; however, many attend events and leave, not spending additional time in the Township to visit the numerous attractions offered . All ages will be targeted as existing events offer a wide array of interests and age groups.

The Township will particularly target individuals that are more likely to stay overnight in the area and spend an extended amount of time surrounding an event. Proposed tactics to accomplish the objectives of this project will include activities such as:

- Create and distribute printed marketing materials such as brochures and flyers.
- Develop printed materials that cover buying trends, fashion trends, a dining mecca, retailer profiles, shop local, economic development, etc.
- Target “Best Of” Awards including Downtown, Main Street, shopping, restaurants, development, etc. Promote awards, accolades and recognition received by DWO.
- Coordinate and integrate with Township initiatives and area attractions whenever possible .

By completing this printed marketing plan, the Township hopes to increase local business and positively impact the local economy in the first year of the marketing campaign. To evaluate the success and return on investment, the Township will carefully track data from a variety of sources including the audiences for the various marketing distribution channels (social media, site visits, print advertising etc.). In addition, tracking of potential discount codes, URL tracking and form submissions and downloads during promotion periods, email collections at events, and attendance at Downtown events will all be utilized. There will also be a focus on awards and the pursual of such accolades to highlight the successes of the Downtown area. The Township will also coordinate with all local event sponsors and hosts to provide surveys for all attendees, as well as at local shops and restaurants to determine how long each visit will be in West Orange (outside of the event they are attending), how they travelled to the Township, and their expectation to return. This will help determine which marketing materials to use for print.

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Marketing Plan

Additionally, the Township will work with local businesses including hotels , hospitality venues, and restaurants to evaluate any increases in sales or traffic resulting from the marketing efforts . The marketing plan will build on the success and momentum gained once the distribution of marketing materials is underway. Together with the existing marketing firm for the Downtown West Orange campaign and local partners, we will evaluate the progress of the campaign quarterly and adjust accordingly to enhance efforts where successful and redistribute resources that need improvement. At the end of the 12-month period of the grant funded campaign, the Township will have a comprehensive marketing approach for both local and visitor efforts to sustain into the future at a minimal cost to continue through the identified advertising distribution channels. It is expected that the plan completed with these funds will serve as a tool for the Township beyond the designated project period .

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Version Date: 11/30/2023 12:08:43
Project Sponsors and Partners: Cambria West Orange

Names of the applicant's additional sponsor(s) and partners and describe the partnership. These are partners with whom you are working to promote tourism to the area. They may be financial partners or sponsors (include in Match Information section also) or they may be non-financial partners. If you are listing a large group of partners, such as "hotels" call the group "hotels" under Partner Name and attach a list of "hotels" in Miscellaneous Attachments .

Partner Name	City
Cambria West Orange	West Orange
Street Address	State
12 Rooney Circle	New Jersey
Contact Name	Zip Code
Miloe St. Fleur	07052
Phone Number	
(862) 233-4980	
Email Address	
cws-sales@cambriawestorange.com	

Describe the Partnership and how it pertains to the marketing plan. Describe how your partnership will cause a higher likelihood of success or will help promote tourism to the area.

Cambria West Orange is a local hotel that embraces the history of West Orange through its décor . They offer amenities and an on-site restaurant and bar to cultivate a memorable experience for guests. Cambria will offer lodging to guests, and space for private and public events to attract visitors to the Township .

West Orange Township
TRAV-2023-CMP-00085
Version Date: 11/30/2023 12:08:43
Project Sponsors and Partners: Grill350

Names of the applicant's additional sponsor(s) and partners and describe the partnership. These are partners with whom you are working to promote tourism to the area. They may be financial partners or sponsors (include in Match Information section also) or they may be non-financial partners. If you are listing a large group of partners, such as "hotels" call the group "hotels" under Partner Name and attach a list of "hotels" in Miscellaneous Attachments .

Partner Name

Grill350

City

West Orange

Street Address

350 Pleasant Valley Way

State

New Jersey

Contact Name

Gina Palazzolo

Zip Code

Phone Number

(973) 780-4572

07052

Email Address

gina@grill350.com

Describe the Partnership and how it pertains to the marketing plan. Describe how your partnership will cause a higher likelihood of success or will help promote tourism to the area.

Grill350 located in West Orange, New Jersey is a restaurant and lounge which serves food and drinks. They also have event space to host weddings, graduations and other parties. They will offer discounts for food and beverages to visitors who are exploring the Township.

West Orange Township

TRAV-2023-CMP-00085

Version Date: 11/30/2023 12:08:43

Project Sponsors and Partners: Pleasant Valley Productions (OSPAC-Oskar-Schindler Performing Arts Center)

Names of the applicant's additional sponsor(s) and partners and describe the partnership. These are partners with whom you are working to promote tourism to the area. They may be financial partners or sponsors (include in Match Information section also) or they may be non-financial partners. If you are listing a large group of partners, such as "hotels" call the group "hotels" under Partner Name and attach a list of "hotels" in Miscellaneous Attachments.

Partner Name

Pleasant Valley Productions (OSPAC-Oskar-Schindler Performing Arts Center)

City

West Orange

Street Address

4 Boland Drive

State

New Jersey

Contact Name

Camille DiLorenzo - Pleasant Valley Productions Director

Zip Code

07052

Phone Number

(973) 669-7385

Email Address

contact@pleasantvalleyproductions.org

Describe the Partnership and how it pertains to the marketing plan. Describe how your partnership will cause a higher likelihood of success or will help promote tourism to the area.

Pleasant Valley Productions is a nonprofit performing arts organization within West Orange . As a project partner they will contribute by hosting entertainment at their outdoor Performing Arts venue at the Oskar Schindler Performing Arts Center , publicizing the township and Downtown events from the stage during announcements, and displaying banners at the facility to advertise community events. Their events and performances attract visitors to the Township, who in turn, can utilize local accommodations, such as hotels, and experience local businesses and attractions, such as restaurants, the golf course and the zoo.

West Orange Township

TRAV-2023-CMP-00085

Version Date: 11/30/2023 12:08:43

Project Sponsors and Partners: Thomas Edison National Historic Park

Names of the applicant's additional sponsor(s) and partners and describe the partnership. These are partners with whom you are working to promote tourism to the area. They may be financial partners or sponsors (include in Match Information section also) or they may be non-financial partners. If you are listing a large group of partners, such as "hotels" call the group "hotels" under Partner Name and attach a list of "hotels" in Miscellaneous Attachments .

Partner Name

Thomas Edison National Historic Park

City

West Orange

Street Address

211 Main Street

State

New Jersey

Contact Name

Superintendent Thomas Ross

Zip Code

Phone Number

(973) 736-0550

07052

Email Address

thomas_ross@nps.gov

Describe the Partnership and how it pertains to the marketing plan. Describe how your partnership will cause a higher likelihood of success or will help promote tourism to the area.

Thomas Edison National Historical Park will partner with the Township of West Orange and DWOA to help further the efforts of the proposed marketing plan. Thomas Edison National Historical Park will serve as a representative on the Alliance's Marketing Committee to ensure coordination between site and DWOA partners . They will distribute printed marketing materials through their park Visitor Center and will allow the DWOA to use the National Park Service Arrowhead logo , park name and website/app information in their marketing materials.

West Orange Township
TRAV-2023-CMP-00085
Version Date: 11/30/2023 12:08:43
Project Sponsors and Partners: West Orange Public Library

Names of the applicant's additional sponsor(s) and partners and describe the partnership. These are partners with whom you are working to promote tourism to the area. They may be financial partners or sponsors (include in Match Information section also) or they may be non-financial partners. If you are listing a large group of partners, such as "hotels" call the group "hotels" under Partner Name and attach a list of "hotels" in Miscellaneous Attachments .

Partner Name

West Orange Public Library

City

West Orange

Street Address

46 Mt. Pleasant Avenue

State

New Jersey

Contact Name

David Cubie

Zip Code

Phone Number

(973) 736-0198

07052

Email Address

dcubie@westorangelibrary.com

Describe the Partnership and how it pertains to the marketing plan. Describe how your partnership will cause a higher likelihood of success or will help promote tourism to the area.

The West Orange Public Library is the Township's center for lifelong learning and literacy , enrichment, and community engagement. The dedicated staff serves all patrons by providing information and resources . The Library will provide information on Township events by displaying marketing materials throughout the establishment.

West Orange Township
TRAV-2023-CMP-00085
Version Date: 11/30/2023 12:08:43
Project Sponsors and Partners: Wilshire Caterers

Names of the applicant's additional sponsor(s) and partners and describe the partnership. These are partners with whom you are working to promote tourism to the area. They may be financial partners or sponsors (include in Match Information section also) or they may be non-financial partners. If you are listing a large group of partners, such as "hotels" call the group "hotels" under Partner Name and attach a list of "hotels" in Miscellaneous Attachments .

Partner Name

Wilshire Caterers

City

West Orange

Street Address

350 Pleasant Valley Way

State

New Jersey

Contact Name

Travis Weiss

Zip Code

Phone Number

(973) 736-3240

07052

Email Address

Affairs@wilshirecaterers.com

Describe the Partnership and how it pertains to the marketing plan. Describe how your partnership will cause a higher likelihood of success or will help promote tourism to the area.

Wilshire Caterers LLC located within the Wilshire Grand Hotel in West Orange , New Jersey will provide tours of the venue with behind the scenes access and the chance the meet the entire Wilshire Catering team. The Wilshire Caterers and Wilshire Grand Hotel offer fine catering and features more than 20,000 square feet of beautiful banquet and meeting space.

West Orange Township
TRAV-2023-CMP-00085
Version Date: 11/30/2023 12:08:43
Project Sponsors and Partners: Wilshire Grand Hotel

Names of the applicant's additional sponsor(s) and partners and describe the partnership. These are partners with whom you are working to promote tourism to the area. They may be financial partners or sponsors (include in Match Information section also) or they may be non-financial partners. If you are listing a large group of partners, such as "hotels" call the group "hotels" under Partner Name and attach a list of "hotels" in Miscellaneous Attachments .

Partner Name

Wilshire Grand Hotel

City

West Orange

Street Address

350 Pleasant Valley Way

State

New Jersey

Contact Name

Ed Naula

Zip Code

Phone Number

(973) 731-7007

07052

Email Address

gm@thewilshiregrandhotel.com

Describe the Partnership and how it pertains to the marketing plan. Describe how your partnership will cause a higher likelihood of success or will help promote tourism to the area.

The Wilshire Grand Hotel is located in West Orange , New Jersey. The hotel will provide guest discounts and behind the scenes tours to entice visitors to stay and explore and Township . The Wilshire Caterers and Wilshire Grand Hotel offer fine catering and features more than 20,000 square feet of beautiful banquet and meeting space.

West Orange Township
TRAV-2023-CMP-00085
Version Date: 11/30/2023 12:08:43
Promotional Opportunities/Sponsorship Benefits

Include a list of promotional opportunities/sponsorship benefits to which the Division of Travel and Tourism will be entitled . Examples include: NJDTT is entitled to a full-page advertisement in the program guide; NJDTT brochures/promotional materials will be inserted in the event's welcome bag; NJDTT will be provided a 10 x 20 booth to display at the expo; A representative from NJDTT will be able to address the audience at opening ceremony.

Description

The Township will work together with the NJDTT as a partner for this campaign . Without assistance through this grant, the Township would not be able to expand the current marketing to target out of state and regional visitors. If awarded, the Township will display the NJDTT logo and URL within all promotional materials as well as on all online and social media outlets connected with the Downtown West Orange Alliance. Press releases announcing grant funds made possible by the NJDTT will be distributed to various media outlets. NJ Tourism guides will be included in all promotional materials distributed or on -site at booths or distribution points at the DWOA events. In addition, NJDTT representatives will be invited to address the audience at any of the highlighted events that take place in the Township which typically draw larger crowds .

West Orange Township

TRAV-2023-CMP-00085

Version Date: 11/30/2023 12:08:43

Miscellaneous Attachments: Matching Funds Letter-West Orange

Description

Matching Funds Letter-West Orange

https://njsage.intelligrants.com/_Upload/2720514_1984715-MatchingFundsLetter-DWOA-WestOrange.pdf

Description

Letters of Support-West Orange

https://njsage.intelligrants.com/_Upload/2720514_1984717-LettersofSupport-CooperativeMarketingFY2023-WestOrange.pdf

Description

Marketing Materials-West Orange

https://njsage.intelligrants.com/_Upload/2720514_1984719-MarketingMaterials-CooperativeMarketing-WestOrange.pdf

Description

Description

Description

Description

Description

Description

Description

West Orange Township
TRAV-2023-CMP-00085
Version Date: 11/30/2023 12:08:43
Contact Information

Application specific contact information (This is the contact person for questions about the DOI and Grant Application and grant compliance.)

Name:	Ms. Megan Brill
Organization:	Downtown West Orange Alliance
Street Address:	66 Main Street
City:	West Orange
State & Zip:	New Jersey, 07052
Telephone:	(973) 325-4109
Fax:	
Email:	downtown@westorange.org

West Orange Township
TRAV-2023-CMP-00085
Version Date: 11/30/2023 12:08:43
Marketing Amount Requested

The "Other Funds for this Project" column should be used for other funds above the grant request and required match for expenditures that directly relate to this project or to the organizations marketing plan or event.

<u>Amount Requested from NJ</u>	<u>Required</u>	<u>Other Funds for</u>	<u>Total Project</u>
<u>Division of Travel & Tourism</u>	<u>Match (25%)</u>	<u>Project</u>	<u>Budget</u>
\$5,000	\$1,250	\$0	\$6,250

West Orange Township
TRAV-2023-CMP-00085
Version Date: 11/30/2023 12:08:43
Match Information: Downtown West Orange Alliance

All proposals for this program must include a match of .25/1.00 from Non-State funding sources. The match cannot be in-kind, bartered services or cash on hand. In order to reflect the purpose of the grant, that is to create partnerships to promote smaller tourism destinations within New Jersey, the match must be in the form of a sponsorship from one or more partners. State funds awarded for the Cooperative Marketing Grant plus the non-state match must be spent on your marketing program or project for eligible expenses.

Identify Origin of Match	Amount
Downtown West Orange Alliance	\$1,250

Street Address	City
66 Main Street	West Orange

Zip Code	State
07052	New Jersey

Full Name
Megan Brill

Phone Number
(973) 325-4109

Email Address
downtown@westorange.org

Proof of matching funds (a copy of check, letter of commitment, etc.)
https://njsage.intelligrants.com/_Upload/2720506_1984698-MatchingFundsLetter-DWOA-WestOrange.pdf

Required match must be committed at time of application. If awarded, you must have proof you have the match in hand at time of execution of contract.

West Orange Township
TRAV-2023-CMP-00085
Version Date: 11/30/2023 12:08:43
Source of Funds

The amount for other funds for this project that you filled in on the "Marketing Amount Requested" page should be placed in the column "Other Funds for this Project" on the line that best represents from where the funds came, such as cash on hand or private tourism industry sources. This amount should be the same as the amount you filled in on the Marketing Amount Requested page.

<u>Budget Categories</u>	<u>State</u>	<u>Non-State Match (25%)</u>	<u>Other Funds for Project</u>	<u>Total Budget</u>
Grant amount requested	\$5,000			\$5,000
Match		\$1,250		\$1,250
<u>Other Funding Sources:</u>				
Cash on hand			\$0	\$0
Chamber of Commerce			\$0	\$0
Private tourism industry sources			\$0	\$0
Sales			\$0	\$0
Other			\$0	\$0
Total Sources:				
Total Funding:	\$5,000	\$1,250	\$0	\$6,250

West Orange Township
TRAV-2023-CMP-00085
Version Date: 11/30/2023 12:08:43
Marketing Expenses

This page should be used for eligible marketing expenses only. The State column must total the amount of the request. The Non-State Match column should equal the amount of the required match (25% of the request amount) and the "Other" column may be used for additional spending, over and above the grant request and required (25%) match for marketing expenses only

<u>Budget Categories</u>	<u>State</u>	<u>Non-State Match (25%)</u>	<u>Other</u>	<u>Total Budget</u>
Marketing Expense				
<u>List eligible expenses</u>				
Creation and Marketing Materials	\$3,500			\$3,500
Display Cases and Structures		\$250		\$250
Printing of Marketing Materials	\$1,500	\$1,000		\$2,500
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
Sub-total Marketing Expense:	\$5,000	\$1,250	\$0	\$6,250

This page should be used for additional expenses not listed under Marketing Expense. This may include in-kind or non-eligible expenses that you need to complete your event or marketing campaign.

Page 3 of 3

West Orange Township
TRAV-2023-CMP-00085
Version Date: 11/30/2023 12:08:43
Total Expenses

This page should show the total of your entire plan. The amounts on this page should match the amounts on your Source of Funds page plus Other Expenses page.

<u>Budget Categories</u>	<u>State</u>	<u>Non-State Match (25%)</u>	<u>Non-State Other</u>	<u>Total Budget</u>
Marketing Expenses	\$5,000	\$1,250	\$0	\$6,250
Other Expenses			\$0	\$0
TOTAL EXPENSES:	\$5,000	\$1,250	\$0	\$6,250

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE TOWNSHIP OF WEST ORANGE AND DELTA DENTAL, INC. FROM JANUARY 1, 2024 THROUGH DECEMBER 31, 2024 TO PROVIDE INSURANCE TO ELIGIBLE EMPLOYEES AND RETIREES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)

WHEREAS, the Township of West Orange (Township) must provide a dental insurance plan to all eligible employees and retirees pursuant to collective bargaining agreements, contracts and personnel policies; and

WHEREAS, the contract between the Township and its current provider expires December 31, 2023; and

WHEREAS, John O. Gross, Chief Financial Officer, has certified that these services qualify as extraordinary, unspecifiable services (EUS) under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., requires that the Township solicit competitive quotes for services eligible to be awarded by resolution as an award of an EUS contract, the relevant documentation for the contract award must be available for public inspection and that notice of the award of an EUS contract be published in a newspaper of general circulation within the municipality within ten (10) days of the award; and

WHEREAS, the Township desires to enter into a new agreement for the period of January 1, 2024 and expiring December 31, 2024; and

WHEREAS, the Township's Brokers solicited competitive quotes for this service; and

WHEREAS, the most favorable competitive quotes were from Delta Dental, Inc for the period of January 1, 2024 and ending on December 31, 2024, which will increase premium rates no more than TWO AND NINE-ONE HUNDRENTH PERCENT (2.09%) over the 2023 rates; and

WHEREAS, funds for this contract will be available in the 2024 Municipal Budget,

NOW, THEREFORE, BE IT RESOLVED, by the West Orange Township Council that:

I. The Mayor or Business Administrator is authorized to execute a contract with Delta Dental, Inc for Insurance rates that do not exceed TWO AND NINE-ONE HUNDRENTH PERCENT (2.09%) over the 2023 rates for the period of January 1, 2024 and ending on December 31, 2024.

II. Pursuant to N.J.S.A. 40A:11-1 et seq., this contract is awarded as an Extraordinary Unspecifiable Service (EUS) contract.

III. Pursuant to N.J.A.C. 5:30:5, the award of contract shall be subject to the availability and

appropriation of sufficient funds in the 2024 fiscal year budget.

IV. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of this award.

V. All of the relevant documentation for the contract award is available for public inspection on the Township's website and in the Office of the Municipal Clerk.

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

Tammy Williams, Council President

Adopted: December 5, 2023

An additional benefit
when you need it:

The Special Health Care Needs Benefit from Delta Dental



For 6.5 million people in the U.S. with intellectual or developmental disabilities, oral health care can be inaccessible or overwhelming. Delta Dental is changing that.

Who qualifies for this benefit?

Effective January 1, 2024, your Delta Dental of New Jersey and Connecticut group benefits plan* will include an enhanced benefit for covered members (children and adults) with a qualifying special health care need.

What is included?

- Additional dental examinations and/or consultations that can be beneficial prior to treatment to help patients learn what to expect and what is needed for a successful dental appointment.
- Up to four total dental cleanings in a benefit year.
- Treatment delivery modifications (including anesthesia) necessary for dental staff to provide oral health care for patients with sensory sensitivities, behavioral challenges, severe anxiety, or other barriers to treatment.

How do I/my spouse/my dependent use this benefit?

- Members with a qualifying special health care need should let their dentist know that their group Delta Dental plan includes the Special Health Care Needs Benefit and that they have a qualifying special health care need.
- To help your dentist better understand the benefit and how to bill Delta Dental for services provided, we suggest you or your provider download (or scan the below QR code) the **Provider Focused Special Health Care Needs** flyer.



Download the [Provider Focused Special Health Care Needs flyer](#) or scan this QR code.

Questions?

Please call the Delta Dental Customer Service Department at **800-452-9310**.

*Does not apply to Flagship, DeltaCare® USA, or Individual and Family Plans.

What are special health care needs?

As defined by the American Academy of Pediatric Dentistry, special health care needs include any physical, developmental, mental, sensory, behavioral, cognitive, or emotional impairment or limiting condition that requires medical management, health care intervention, and/or use of specialized services or programs. The condition may impact people of any age, may be congenital, developmental, or acquired through disease, trauma or environmental cause, and may impose limitations in performing daily self-maintenance activities or substantial limitations in a major life activity.

West Orange Township		2024	
MARKETS APPROACHED			
Carrier	Response	Notes	Tech/Implementation Credits
Delta Dental	Current	2.09% 1 year	
	Not Equal to or better than	can not match all 3 plan options	
Met Life			
Guardian	DTQ		
Horizon BCBS NJ	Pending	have not submitted full response	
Aetna	Pending	have not submitted full response	

West Orange Township

D E N T A L

					
		Inforce			
Benefit Details					
Out-of-Network Type		PPO Plus Premier		PPO Plus Premier	
Individual Deductible		\$25		\$25	
Family Deductible		\$100		\$100	
Deductible Waived for Preventive		Yes		Yes	
Annual Maximum		\$1,000		\$1,000	
Ortho Age Limit		19		19	
Ortho Lifetime Maximum		\$800		\$800	
Coinsurance (In/Out-of-Network)					
Preventive Services		100%		100%	
Basic Services		70%		70%	
Major Services		50%		50%	
Child Ortho Service		50%		50%	
Additional Benefit Details					
Endo		Basic		Basic	
Perio		Basic		Basic	
Oral Surgery		Basic		Basic	
Implants		Not Included		Not Included	
Maximum Rollover / Preventative Max Waiver		Not Included		Not Included	
Waiting Periods					
Preventive		No		No	
Basic		No		No	
Major		No		No	
Ortho		No		No	
Additional Information					
Employer Contribution Level		Shared		Shared	
Dependent Age Limits		26		26	
Participation Requirement		Current		Current	
Financial	Count				
Single	87	\$72.35			\$73.86
Employee + Spouse	49	\$72.35			\$73.86
Employee + Child(ren)	9	\$72.35			\$73.86
Family	94	\$72.35			\$73.86
Rate Guarantee	242				1 Years

C O S T A N A L Y S I S

		Current	Renewal
Monthly Premium		\$17,292	\$17,653
Annual Premium		\$207,500	\$211,830
Annual Change vs Current			\$4,331
Annual % Change vs Current		0.0%	2.1%

This summary is for illustrative purposes only and is not a binding quote.

Pricing Assumes Package Sale unless otherwise noted.

Please refer to carrier proposal for full details.

Carrier Comments			
Commissions			

West Orange Township			
DENTAL- RETIREES PPO PLUS PREMIER			
			
		Inforce	
Benefit Details			
Out-of-Network Type		PPO Plus Premier	PPO Plus Premier
Individual Deductible		\$50	\$50
Family Deductible		\$150	\$150
Deductible Waived for Preventive		Yes	Yes
Annual Maximum		\$1,500	\$1,500
Ortho Age Limit		NA	NA
Ortho Lifetime Maximum		NA	NA
Coinsurance (In/Out-of-Network)			
Preventive Services		100%/90%	100%/90%
Basic Services		70%/50%	70%/50%
Major Services		50%/50%	50%/50%
Child Ortho Service			
Additional Benefit Details			
Endo		Basic	Basic
Perio		Major	Major
Oral Surgery		Basic	Basic
Implants		Not Included	Not Included
Maximum Rollover / Preventative Max Waiver		Not Included	Not Included
Waiting Periods			
Preventive		No	No
Basic		No	No
Major		No	No
Ortho			
Additional Information			
Employer Contribution Level		0%	0%
Dependent Age Limits		26	26
Participation Requirement		Current	Current
Financial	Count		
Single	57	\$38.78	\$39.59
Employee + Spouse	60	\$71.70	\$77.16
Employee + Child(ren)	5	\$75.58	\$77.16
Family	31	\$118.24	\$114.69
Rate Guarantee			1 Year
COST ANALYSIS			
		Current	Renewal
Monthly Premium		\$10,556	\$10,827
Annual Premium		\$126,670	\$129,929
Annual Change vs Current			\$3,259
Annual % Change vs Current			2.6%
Annual Change vs Renewal			
Annual % Change vs Renewal			
This summary is for illustrative purposes only and is not a binding quote.			
Pricing Assumes Package Sale unless otherwise noted.			
Please refer to carrier proposal for full details.			
Carrier Comments			
Commissions			

West Orange Township

DENTAL - RETIREES PPO

 			
		Inforce	
Benefit Details			
Out-of-Network Type		MAC	MAC
Individual Deductible		\$50	\$50
Family Deductible		\$150	\$150
Deductible Waived for Preventive		Yes	Yes
Annual Maximum		\$1,500	\$1,500
Ortho Age Limit		NA	NA
Ortho Lifetime Maximum		NA	NA
Coinsurance (In/Out-of-Network)			
Preventive Services		100%	100%
Basic Services		70%	70%
Major Services		50%	50%
Child Ortho Service			
Additional Benefit Details			
Endo		Basic	Basic
Perio		Major	Major
Oral Surgery		Basic	Basic
Implants		Not Included	Not Included
Maximum Rollover / Preventative Max Waiver		Not Included	Not Included
Waiting Periods			
Preventive		No	No
Basic		No	No
Major		No	No
Ortho		No	No
Additional Information			
Employer Contribution Level		0%	0%
Dependent Age Limits		26	26
Participation Requirement		Current	Current
Financial	Count		
Single	16	\$33.77	\$34.48
Employee + Spouse	10	\$62.48	\$63.79
Employee + Child(ren)	1	\$65.85	\$67.23
Family	7	\$102.99	\$105.14
Rate Guarantee			1 Years

COST ANALYSIS

		Current	Renewal
Monthly Premium		\$1,952	\$1,993
Annual Premium		\$23,423	\$23,913
Annual Change vs Current			\$491
Annual % Change vs Current			2.1%

This summary is for illustrative purposes only and is not a binding quote.
Pricing Assumes Package Sale unless otherwise noted.
 Please refer to carrier proposal for full details.

Carrier Comments			
Commissions			

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE TOWNSHIP OF WEST ORANGE AND LIBERTY MUTUAL, INC. FROM JANUARY 1, 2024 THROUGH DECEMBER 31, 2024 TO PROVIDE INSURANCE TO ELIGIBLE EMPLOYEES AND RETIREES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)

WHEREAS, the Township of West Orange (Township) must provide a Stop-Loss Medical insurance plan to all eligible employees and retirees pursuant to collective bargaining agreements, contracts and personnel policies; and

WHEREAS, the contract between the Township and its current provider expires December 31, 2023; and

WHEREAS, John O. Gross, Chief Financial Officer, has certified that these services qualify as extraordinary, unspecifiable services (EUS) under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., requires that the Township solicit competitive quotes for services eligible to be awarded by resolution as an award of an EUS contract, the relevant documentation for the contract award must be available for public inspection and that notice of the award of an EUS contract be published in a newspaper of general circulation within the municipality within ten (10) days of the award; and

WHEREAS, the Township desires to enter into a new agreement for the period of January 1, 2024 and expiring December 31, 2024; and

WHEREAS, the Township's Brokers solicited competitive quotes for this service; and

WHEREAS, the most favorable competitive quotes were from Liberty Mutual, Inc. for the period of January 1, 2024 and ending on December 31, 2024, which will increase premium rates no more than a NEGATIVE ZERO POINT ONE-FOUR PERCENT (-0.14%) under the 2023 rates; and

WHEREAS, funds for this contract will be available in the 2024 Municipal Budget,

NOW, THEREFORE, BE IT RESOLVED, by the West Orange Township Council that:

- I. The Mayor or Business Administrator is authorized to execute a contract with Delta Dental, Inc for Insurance rates that are not more than a NEGATIVE ZERO POINT ONE-FOUR PERCENT (-0.14%) under the 2023 rates for the period of January 1, 2024 and ending on December 31, 2024.
- II. Pursuant to N.J.S.A. 40A:11-1 et seq., this contract is awarded as an Extraordinary Unspecifiable Service (EUS) contract.

III. Pursuant to N.J.A.C. 5:30:5, the award of contract shall be subject to the availability and appropriation of sufficient funds in the 2024 fiscal year budget.

IV. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of this award.

V. All of the relevant documentation for the contract award is available for public inspection on the Township's website and in the Office of the Municipal Clerk.

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

Tammy Williams, Council President

Adopted: December 5, 2023

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE TOWNSHIP OF WEST ORANGE AND BENECARD, INC. FROM JANUARY 1, 2024 THROUGH DECEMBER 31, 2024 TO PROVIDE INSURANCE TO ELIGIBLE EMPLOYEES AND RETIREES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)

WHEREAS, the Township of West Orange (Township) must provide a prescription insurance plan to all eligible employees and retirees pursuant to collective bargaining agreements, contracts and personnel policies; and

WHEREAS, the contract between the Township and its current provider expires December 31, 2023; and

WHEREAS, John O. Gross, Chief Financial Officer, has certified that these services qualify as extraordinary, unspecifiable services (EUS) under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., requires that the Township solicit competitive quotes for services eligible to be awarded by resolution as an award of an EUS contract, the relevant documentation for the contract award must be available for public inspection and that notice of the award of an EUS contract be published in a newspaper of general circulation within the municipality within ten (10) days of the award; and

WHEREAS, the Township desires to enter into a new agreement for the period of January 1, 2024 and expiring December 31, 2024; and

WHEREAS, the Township's Brokers solicited competitive quotes for this service; and

WHEREAS, the most favorable competitive quotes were from Benecard, Inc. for the period of January 1, 2024 and ending on December 31, 2024, which will increase premium rates no more than ZERO PERCENT (0%) over the 2023 rates; and

WHEREAS, funds for this contract will be available in the 2024 Municipal Budget,

NOW, THEREFORE, BE IT RESOLVED, by the West Orange Township Council that:

- I. The Mayor or Business Administrator is authorized to execute a contract with Benecard, Inc for Insurance rates that do not exceed ZERO PERCENT (0%) over the 2023 rates for the period of January 1, 2024 and ending on December 31, 2024.
- II. Pursuant to N.J.S.A. 40A:11-1 et seq., this contract is awarded as an Extraordinary Unspecifiable Service (EUS) contract.

III. Pursuant to N.J.A.C. 5:30:5, the award of contract shall be subject to the availability and appropriation of sufficient funds in the 2024 fiscal year budget.

IV. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of this award.

V. All of the relevant documentation for the contract award is available for public inspection on the Township's website and in the Office of the Municipal Clerk.

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

Tammy Williams, Council President

Adopted: December 5, 2023

TOWNSHIP OF WEST ORANGE
Marketing 2024

Carrier		Response		Notes	
Benecard		Current		Flat No Change	
Horizon BCBS		DTQ		Not Competitve	
ProAct		No response			
Optum		DTQ		Not Competitive	
ArmsRX - CVS/Caremark		Pending			

TOWNSHIP OF WEST ORANGE
2023 PRESCRIPTION PLANS

		Town/Comm/Ops		Fire, Sup Fire & PBA-SOA		Town & Library Retirees
Retail Copay:						
Generic		\$5		\$10		\$9
Brand		\$12		\$20		\$21
Non-Preferred Brand						\$41
Retail Day Supply Limit:						
1-30 Day Supply		1x copay		1x copay		1x copay
31-60 Day Supply		2x copay		2x copay		2x copay
61-90 Day Supply		3x copay		3x copay		3x copay
Mail Order Copay:						
Generic		\$0		\$2		\$10
Brand		\$0		\$2		\$31
Non-Preferred Brand						\$52
Mail Order Day Supply Limit:		Up to 90 days		Up to 90 days		Up to 90 days
Out of Pocket Limit (separate):						
Individual		\$4,450		\$4,450		\$1,222
Family		\$8,900		\$8,900		\$8,900
<u>PRESCRIPTION RATES</u>						
Single:	35	\$242.24	55	\$221.90	44	\$285.82
Parent/Child:	13	\$592.99	10	\$543.26	25	\$699.66
Couple:	12	\$484.47	8	\$443.84	29	\$571.62
Family:	27	\$920.50	60	\$843.32	68	\$1,086.08
Monthly		\$46,854.41		\$71,787.02		\$120,498.00
Annual		\$562,252.92		\$861,444.24		\$1,445,976.00
Rates shown are for the Contract Period of January 1, 2023 - December 31, 2023.						

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE TOWNSHIP OF
WEST ORANGE AND B-MED, INC. FROM JANUARY 1, 2024 THROUGH
DECEMBER 31, 2024 TO PROVIDE INSURANCE TO ELIGIBLE EMPLOYEES AND
RETIREES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)**

WHEREAS, the Township of West Orange (Township) must provide a Medicare Advantage Medical insurance plan to all eligible employees and retirees pursuant to collective bargaining agreements, contracts and personnel policies; and

WHEREAS, the contract between the Township and its current provider expires December 31, 2023; and

WHEREAS, John O. Gross, Chief Financial Officer, has certified that these services qualify as extraordinary, unspecifiable services (EUS) under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., requires that the Township solicit competitive quotes for services eligible to be awarded by resolution as an award of an EUS contract, the relevant documentation for the contract award must be available for public inspection and that notice of the award of an EUS contract be published in a newspaper of general circulation within the municipality within ten (10) days of the award; and

WHEREAS, the Township desires to enter into a new agreement for the period of January 1, 2024 and expiring December 31, 2024; and

WHEREAS, the Township's Brokers solicited competitive quotes for this service; and

WHEREAS, the most favorable competitive quotes were from B-MED for the period of January 1, 2024 and ending on December 31, 2024, which will increase premium rates no more than ONE AND NINTY THREE-ONE HUNDRENTH PERCENT (1.93%) over the 2023 rates; and

WHEREAS, funds for this contract will be available in the 2024 Municipal Budget,

NOW, THEREFORE, BE IT RESOLVED, by the West Orange Township Council that:

- I. The Mayor or Business Administrator is authorized to execute a contract with B-MED for Insurance rates that do not exceed ONE AND NINTY THREE-ONE HUNDRENTH PERCENT (1.93%) over the 2023 rates for the period of January 1, 2024 and ending on December 31, 2024.
- II. Pursuant to N.J.S.A. 40A:11-1 et seq., this contract is awarded as an Extraordinary Unspecifiable Service (EUS) contract.

III. Pursuant to N.J.A.C. 5:30:5, the award of contract shall be subject to the availability and appropriation of sufficient funds in the 2024 fiscal year budget.

IV. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of this award.

V. All of the relevant documentation for the contract award is available for public inspection on the Township's website and in the Office of the Municipal Clerk.

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

Tammy Williams, Council President

Adopted: December 5, 2023

**RESOLUTION OF THE TOWNSHIP OF WEST ORANGE
DESIGNATING MDGA- WEST ORANGE DOWNTOWN
REDEVELOPMENT, LLC, AS REDEVELOPER FOR THE DOWNTOWN
REDEVELOPMENT AREA AND AUTHORIZING THE EXECUTION OF
A REDEVELOPMENT AGREEMENT.**

WHEREAS, in accordance with the Local Redevelopment and Housing Law, *N.J.S.A.* 40A:12A-1 et seq. (the “**Redevelopment Law**”), the Township has designated a portion of its downtown area generally bounded by the City of Orange to the southeast, Park Avenue to the southwest, Llewellyn Park to the northwest, and Kling Street to the northeast, and containing those properties identified on the Official Tax Map of the Township as Blocks 63, 64, 66, 115, 116, 116.02 and portions of Blocks 89, 114 and 117 as an area in need of redevelopment (collectively, the “**Redevelopment Area**”); and

WHEREAS, in accordance with the Redevelopment Law, the Township enacted a redevelopment plan for the Redevelopment Area entitled the “Downtown Redevelopment Plan Historic West Orange” on February 9, 2003 (the “**Original Redevelopment Plan**”); and

WHEREAS, the Original Redevelopment Plan has been amended throughout the years as follows: the “First Amendment,” adopted August 15, 2006, the “Second Amendment,” adopted March 6, 2007, the “Third Amendment,” adopted in 2010, and the “Fourth Amendment” adopted on September 14, 2021 (the Original Redevelopment Plan, along with the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment referred to collectively as the “**Redevelopment Plan**”); and

WHEREAS, the Fourth Amended Redevelopment Plan creates a new overlay zone (the Film Services Overlay District (the “**FSOD**”), which provides for film production activities adjacent to the location of the world's first film production studio, the Black Maria, which was on the grounds of what is now the Thomas Edison National Historical Park; and

WHEREAS, the FSOD is comprised of certain properties located within the Redevelopment Area designated as Block 63, Lots, 24, 25, 33.01, 33.02, 36, 37, 38, 39 and 41, which properties are located east of Standish Avenue and south of Lakeside Avenue; Block 64, Lots 2.01, 2.03, 2.04, 3.02, 28, 30, 31, 32, 33, 34, 34.01, 38, 42.02, 49 and 49.01, which properties are located east of Ashland Avenue, south of Lakeside Avenue and west of Standish Avenue; and Block 115, Lots 15, 16, 16.01 (a portion of which is designated as Block 1302, Lot 1 in the City of Orange), 17 and 51, which properties are located north of Lakeside Avenue, west of Watchung Avenue and south of Columbia Street (referred to collectively as the “**FSOD Properties**”); and

WHEREAS, the Township is the fee title owner of certain real properties within the Redevelopment Area designated as Block 115, Lots 15, 16, and 51, which properties are located

north of Lakeside Avenue, west of Watchung Avenue and south of Columbia Street(the “**Township Properties**”); and

WHEREAS, the Redeveloper has expressed an interest in purchasing and redeveloping the Township Properties (also referred to collectively as the “**Project Site**”) in accordance with the permitted uses set forth in the FSOD under the Redevelopment Plan as a film and video production campus of between 150,000 to 300,000 square feet (the “**Project**”); and

WHEREAS, the Township has determined that Redeveloper meets all necessary criteria, including financial capabilities, experience, expertise and project concept for redevelopment of the Project Site and, as a result, has determined to engage exclusively in negotiations with Redeveloper for the purpose of entering into this Redevelopment Agreement to designate Redeveloper as the exclusive redeveloper of the Project Site; and

WHEREAS, in order to implement the development, financing, construction, operation and management of the Project, the Township has determined to enter into the Redevelopment Agreement with Redeveloper, in the form attached hereto as Exhibit A, which specifies the rights and responsibilities of the Township, and specifies the rights and responsibilities of Redeveloper with respect to the Project; and

WHEREAS, the Redevelopment Law, N.J.S.A. 40A:12A-8(f), authorizes the Township to arrange or contract with a redeveloper for the undertaking of any project or redevelopment work in an area designated as an area in need of redevelopment; and

WHEREAS, the Township has been in discussions with Redeveloper regarding redevelopment of the Redevelopment Area pursuant to the FSOD development standards under the Redevelopment Plan; and

WHEREAS, the Township desires to adopt this Resolution approving the exclusive redeveloper designation of Redeveloper and the execution of the Redevelopment Agreement attached hereto as Exhibit A, pursuant to which Redeveloper will make certain payments to the Township, conduct further due diligence of the Township Properties and negotiate the additional agreements related to the redevelopment of the Project, within the limited time frames specified in the Redevelopment Agreement.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange, as follows:

Section 1. MDGA–West Orange Downtown Redevelopment, LLC, is hereby designated as the exclusive redeveloper of the Project Site, for and upon the term set forth in the Redevelopment Agreement in the form attached hereto as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Redevelopment Agreement in the form attached hereto as Exhibit A.

Section 3. This resolution shall take effect immediately.

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

Tammy Williams, Council President

Adopted: December 5, 2023

NOTE: This revised document contains a summary of the key terms for a proposed redevelopment agreement between the Township of West Orange and Matrix Development Group, **which will be considered for approval at the December 5, 2023 Council meeting.** The specifics of the terms that would be agreed to are detailed in the proposed redevelopment agreement, which is also available for review on the Township website, and this document is provided as a reference to assist the public in understanding some of the more significant general terms provided for in the agreement and does not change or affect the terms of the agreement which, if executed, would control. This is an update to a prior proposed redevelopment agreement summary previously posted by the Township on November 13, 2023, which has been modified to reflect further review and discussion between the Township and Matrix.

405-23

**MATRIX DEVELOPMENT GROUP/WEST ORANGE REDEVELOPMENT
AGREEMENT SUMMARY OUTLINE**

- The Redevelopment Agreement designates Matrix Development Group (“Matrix”) as redeveloper for the Downtown Redevelopment Area to (a) develop a film studio on approximately 12.2 acres (Block 115) within the Film Services Overlay Zone consistent with the approved Redevelopment Plan as adopted and amended, as more specifically described in the accompanying Preliminary Redevelopment Project Narrative. The Project will not include any residential development.
- Upon approval of the Redevelopment Agreement, Matrix shall pay \$200,000 to the Township to secure exclusive redevelopment rights for 8 months (the “Due Diligence Period”), with the right to extend the Due Diligence period for an additional 8 months for an additional payment of \$200,000 (for total payment of \$400,000 (the “Redeveloper’s Fee”). The Redeveloper’s Fee represents the amount of property taxes that would have been collected on the recently-acquired Township Properties that Matrix would be acquiring in 2023 if such properties were on the Township’s tax rolls.
- During the Due Diligence Period, Matrix will (1) more specifically formulate project details, (2) finalize a Purchase and Sale Agreement for the Township Properties, (3) fully

NOTE: This revised document contains a summary of the key terms for a proposed redevelopment agreement between the Township of West Orange and Matrix Development Group, **which will be considered for approval at the December 5, 2023 Council meeting.** The specifics of the terms that would be agreed to are detailed in the proposed redevelopment agreement, which is also available for review on the Township website, and this document is provided as a reference to assist the public in understanding some of the more significant general terms provided for in the agreement and does not change or affect the terms of the agreement which, if executed, would control. This is an update to a prior proposed redevelopment agreement summary previously posted by the Township on November 13, 2023, which has been modified to reflect further review and discussion between the Township and Matrix.

understand the current environmental conditions and (4) negotiate terms for a PILOT Financial Agreement.

- The Purchase and Sale Agreement will provide that Matrix shall pay the Township \$10,833,600 for the Township-owned properties on Block 115 (\$888,000 per acre) upon closing on the Township Properties. The sale will not include any of the Township-owned properties located on Ashland Avenue in Block 64 or on Babcock Place in Block 116.02.
- Upon closing on the Purchase and Sale Agreement, Matrix will be responsible for all environmental remediation of the Township Properties.
- During the Due Diligence Period, Matrix shall fund all Township costs relating to negotiation of agreements, review of project plans, review of financial information and development budget and projected revenue in connection with the PILOT, and any other out of pocket costs incurred by the Township in connection with the Project.
- During the Due Diligence Period and under the Redeveloper Agreement, Matrix shall provide monthly written updates on progress to the Township.
- Matrix shall agree to project covenants concerning completion of project, compliance with project schedule, use and operation of project, non-discrimination requirements and

November 30, 2023

NOTE: This revised document contains a summary of the key terms for a proposed redevelopment agreement between the Township of West Orange and Matrix Development Group, **which will be considered for approval at the December 5, 2023 Council meeting.** The specifics of the terms that would be agreed to are detailed in the proposed redevelopment agreement, which is also available for review on the Township website, and this document is provided as a reference to assist the public in understanding some of the more significant general terms provided for in the agreement and does not change or affect the terms of the agreement which, if executed, would control. This is an update to a prior proposed redevelopment agreement summary previously posted by the Township on November 13, 2023, which has been modified to reflect further review and discussion between the Township and Matrix.

obligation to secure governmental approvals, which covenants will be recorded and run with the land.

- Consistent with the existing Prism apartment project (Edison Lofts), adopted for the applicable uses proposed by Matrix, contemporaneous with Matrix's purchase of the Township Properties, after a full review and analysis of the financial information about the overall project contemplated, it is anticipated that the Township will authorize a PILOT. If the Township declines to approve a PILOT upon presentation and analysis, Matrix shall have the right to terminate the Redevelopment Agreement and receive a refund of the Redeveloper's Fee paid to the point of termination.

NOTE: This revised document contains a summary of the key terms for a proposed redevelopment agreement between the Township of West Orange and Matrix Development Group, **which will be considered for approval at the December 5, 2023 Council meeting.** The specifics of the terms that would be agreed to are detailed in the proposed redevelopment agreement, which is also available for review on the Township website, and this document is provided as a reference to assist the public in understanding some of the more significant general terms provided for in the agreement and does not change or affect the terms of the agreement which, if executed, would control. This is an update to a prior proposed redevelopment agreement summary previously posted by the Township on November 13, 2023, which has been modified to reflect further review and discussion between the Township and Matrix.

PRELIMINARY REDEVELOPMENT PROJECT NARRATIVE

The objective of the Redevelopment Project is to diversify mixed-use development and the economic base of West Orange, by promoting film production activities (“Studio Use”) adjacent to the location of the world's first film production studio, consistent with the requirements of the Fourth Amendment to the Downtown Redevelopment Plan adopted September 21, 2021, which amends and restates the First, Second and Third Amendments and further modifies the Original Plan (collectively the “Redevelopment Plan”).

The Studio Use is estimated to be between 150,000 and 350,000 square feet. It will include between three and six production stages ranging from 20,000 to 30,000 square feet each. Each production stage will be serviced by on site production services, including but not limited to grip and electric, equipment, props, set building, restaurants, location catering, cleaning service and security. The facility will also include office and support space as well as parking to accommodate between 200-400 cars and 30-60 trucks. Once fully operational, it is anticipated 300- 600 new fulltime jobs will be created as a result of the Studio Use.

REDEVELOPMENT AGREEMENT

By and Between

THE TOWNSHIP OF WEST ORANGE

as Redevelopment Entity

and

MDGA – WEST ORANGE DOWNTOWN REDEVELOPMENT, LLC,

as Redeveloper

Dated as of December 5, 2023

This Redevelopment Agreement (the “**Agreement**” or “**Redevelopment Agreement**”) is dated as of this 5th day of December, 2023, and entered into by and between **THE TOWNSHIP OF WEST ORANGE, NEW JERSEY** (the “**Township**”), a public body corporate and politic of the State of New Jersey in the County of Essex having its offices at 66 Main Street, West Orange, New Jersey 07052, in its capacity as redevelopment entity pursuant to *N.J.S.A. 40A:12A-4(c)*, and **MDGA – WEST ORANGE DOWNTOWN REDEVELOPMENT, LLC**, a limited liability company of the State of New Jersey authorized to do business in the State of New Jersey, having offices at c/o Matrix Development Group, 3 Centre Drive, Monroe Township, New Jersey 08831 (together with its permitted successors or assigns as hereinafter provided, the “**Redeveloper**”; each of the Township and the Redeveloper a “**Party**” and collectively the “**Parties**”).

W I T N E S E T H

WHEREAS, in accordance with the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”), the Township has designated a portion of its downtown area generally bounded by the City of Orange to the southeast, Park Avenue to the southwest, Llewellyn Park to the northwest, and Kling Street to the northeast, and containing those properties identified on the Official Tax Map of the Township as Blocks 63, 64, 66, 115, 116, 116.02 and portions of Blocks 89, 114 and 117 as an area in need of redevelopment (collectively, the “**Redevelopment Area**”); and

WHEREAS, in accordance with the Redevelopment Law, the Township enacted a redevelopment plan for the Redevelopment Area entitled the “Downtown Redevelopment Plan Historic West Orange” on February 9, 2003 (the “**Original Redevelopment Plan**”); and

WHEREAS, the Original Redevelopment Plan has been amended throughout the years as follows: the “First Amendment,” adopted August 15, 2006, the “Second Amendment,” adopted March 6, 2007, the “Third Amendment,” adopted in 2010, and the “Fourth Amendment” adopted on September 14, 2021 (the Original Redevelopment Plan, along with the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment referred to collectively as the “**Redevelopment Plan**”); and

WHEREAS, the Fourth Amended Redevelopment Plan creates a new overlay zone (the Film Services Overlay District (the “**FSOD**”), which provides for film production activities adjacent to the location of the world's first film production studio, the Black Maria, which was on the grounds of what is now the Thomas Edison National Historical Park; and

WHEREAS, the FSOD is comprised of certain properties located within the Redevelopment Area designated as Block 63, Lots, 24, 25, 33.01, 33.02, 36, 37, 38, 39 and 41, which properties are located east of Standish Avenue and south of Lakeside Avenue; Block 64, Lots 2.01, 2.03, 2.04, 3.02, 28, 30, 31, 32, 33, 34, 34.01, 38, 42.02, 49 and 49.01, which properties are located east of Ashland Avenue, south of Lakeside Avenue and west of Standish Avenue; and Block 115, Lots 15, 16, 16.01 (a portion of which is designated as Block 1302, Lot 1 in the City of Orange), 17 (now consolidated with Lot 15) and 51, which properties are located

north of Lakeside Avenue, west of Watchung Avenue and south of Columbia Street (referred to collectively as the “**FSOD Properties**”); and

WHEREAS, the Township is the fee title owner of certain real properties within the Redevelopment Area designated as Block 115, Lots 15, 16, and 51, which properties are located north of Lakeside Avenue, west of Watchung Avenue and south of Columbia Street(referred to collectively as the “**Township Properties**”); and

WHEREAS, the Redeveloper has expressed an interest in purchasing and redeveloping the Township Properties (also referred to collectively as the “**Project Site**”) in accordance with the permitted uses set forth in the FSOD under the Redevelopment Plan as a film and video production campus of between 150,000 to 350,000 square feet (the “**Project**”) as more specifically described in the Project Concept Narrative, attached hereto as **Exhibit A**; and

WHEREAS, the Township has determined that Redeveloper meets all necessary criteria, including financial capabilities, experience, expertise to undertake the Project and accomplish the redevelopment of the FSOD Properties and, as a result, has determined to engage exclusively in negotiations with Redeveloper for the purpose of entering into this Redevelopment Agreement to designate Redeveloper as the exclusive redeveloper of the FSOD Properties; and

WHEREAS, in order to implement the development, financing, construction, operation and management of the Project, the Township has determined to enter into this Redevelopment Agreement with Redeveloper, which specifies the rights and responsibilities of the Township, and specifies the rights and responsibilities of Redeveloper with respect to the Project; and

WHEREAS, the Township and Redeveloper acknowledge that the mutual promises contained in this Redevelopment Agreement are good and valuable consideration for the binding execution and delivery of this Redevelopment Agreement by the Parties.

NOW, THEREFORE, for and in consideration of the promises and of the mutual representations, covenants and agreements herein set forth, the Parties, each binding itself, its successors and assigns (as and if permitted as set forth herein), do mutually promise, covenant and agree as follows:

ARTICLE I DEFINITIONS

1.1 Defined Terms.

(a) The following terms shall have the meanings ascribed to them in the Recitals above:

Agreement or Redevelopment Agreement	Project Site
FSOD	Redeveloper
FSOD Properties	Redevelopment Area
Original Redevelopment Plan	Redevelopment Law
Party	Redevelopment Plan
Parties	Township
Project or Redevelopment Project	Township Properties
Project Concept Narrative	

(b) The terms below shall have the following meanings:

“**Affiliate**” means with respect to any Person, any other Person directly or indirectly Controlling or Controlled by, or under direct or indirect common Control with such Person.

“**Applicable Laws**” shall mean all federal, state and local laws, ordinances, approvals, rules, regulations statutes, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses and other similar requirements applicable thereto, including but not limited to, the Redevelopment Law, the Municipal Land Use Law, *N.J.S.A. 40:55D-1 et seq.*, Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.*, the Zoning Ordinance of the Township of West Orange, as and to the extent applicable pursuant to the terms of the Redevelopment Plan, Environmental Laws, relevant construction codes including construction codes governing access for people with disabilities, and all other applicable federal, state or local zoning, land use, environmental, health and safety laws, ordinances, rules and regulations.

“**Application**” or “**Government Application**” shall mean any application for Governmental Approval submitted by or on behalf of Redeveloper, including all plans, drawings, documentation and presentations necessary and appropriate for the purpose of obtaining any and all Governmental Approvals required to implement and Complete Construction of the Project.

“**Certificate of Completion**” shall mean written acknowledgment by the Township in recordable form that the Redeveloper has completed construction of the Project (or relevant Phase thereof) in accordance with the requirements of this Redevelopment Agreement; and that, in accordance with the provisions of *N.J.S.A. 40A:12A-9*, the conditions determined to exist at the time the area was determined to be in need of redevelopment no longer exist and the Project Site and Improvements thereon that are the subject of the Certificate of Completion shall no longer be subject to eminent domain as a result of those determinations.

“Certificate of Occupancy” shall have the meaning ascribed thereto in the Township's Municipal Code and in the applicable provisions of the Uniform Construction Code.

“Commence Construction”, “Commencement of Construction”, or “Commencement Date” shall mean the date upon which the construction force and machinery is mobilized for construction of the Project in accordance with Governmental Approvals.

“Completion of Construction”, “Complete Construction” or “Completion Date” shall mean the date upon which the Redeveloper receives a Certificate of Completion for the Project (or relevant phase or portion thereof).

“Control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to the Redeveloper, the power, directly or indirectly, to direct or cause the direction of the management policies of the Redeveloper, whether through the ownership of an interest in the Redeveloper, or by contract or otherwise.

“Declaration of Covenants and Restrictions” or “Declaration of Restrictions” shall mean a written instrument, the form attached hereto as Exhibit B, intended to be executed by Redeveloper, to be recorded in the Office of the Essex County Register and to encumber the Project Site and to run with the land, setting forth certain statutory and contractual undertakings of and restrictions applicable to Redeveloper and its permitted successors and assigns in connection with the ownership, redevelopment or rehabilitation of the Project, all as more particularly described in Article VII.

“Default” shall mean a condition or event which constitutes or would constitute, after notice or lapse of time or both, an Event of Default as more particularly defined in Article X.

“Effective Date” shall mean the date of complete execution of this Agreement by Redeveloper and the Township.

“Environmental Laws” means all common law, federal, state, regional, and local laws, statutes, ordinances, regulations, rules, codes, consent decrees, judicial or administrative orders or decrees, directives or judgments of any federal, state, regional, or local government entity, authority, agency, and/or department with relevant authority relating to environmental contamination, damage to or protection of the environment, environmental conditions, or the use, handling, processing, distribution, generation, treatment, storage, disposal, manufacture or transport of Hazardous Substances materials or wastes, whether heretofore, now in effect or hereinafter enacted or promulgated or amended, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”) (42 U.S.C. §§ 9601-9675); the Resource Conservation and Recovery Act of 1976 (“RCRA”) (42 U.S.C. §§ 6901, et seq.); the Clean Water Act (33 U.S.C. §§ 1251, et seq.); the New Jersey Spill Compensation and Control Act (the “Spill Act”) (N.J.S.A. 58:10-23.11 et seq.); the Industrial Site Recovery Act, as

amended (“ISRA”) (*N.J.S.A. 13:1K-6 et seq.*); the New Jersey Underground Storage of Hazardous Substances Act (*N.J.S.A. 58:10A-21 et seq.*), the New Jersey Water Pollution Control Act (*N.J.S.A. 58:10A-1 et seq.*); the New Jersey Environmental Rights Act (*N.J.S.A. 2A:35A-1 et seq.*); the New Jersey Site Remediation Reform Act (*N.J.S.A. 58:10C-1 et seq.*); and the rules and regulations promulgated thereunder, including but not limited to the Technical Requirements for Site Remediation (*N.J.A.C. 7:26E et seq.*).

“Event of Default” shall have the meaning ascribed thereto in Section 10.2.

“Financial Agreement” shall have the meaning ascribed thereto in Section 13.1.

“Force Majeure Event” shall mean causes that are beyond the reasonable control and not substantially due to the fault or negligence of the party seeking to excuse delay or failure of performance of an obligation hereunder by reason thereof, including, but not limited to, third-party litigation that enjoins implementation of the Project or the relevant phase thereof; declarations of public emergency; acts of nature (as to weather-related events, limited to severe and unusual events or natural occurrences such as hurricanes, tornadoes, earthquakes, and floods not reasonably foreseeable at the time the Project Schedule is agreed to); acts of the public enemy; acts of terrorism; acts of war; fire; epidemics; quarantine restrictions; blackouts, power failures, or energy shortages; governmental embargoes; and strikes or similar labor action by equipment or material suppliers or transporters, or unavailability of necessary building materials (all of the foregoing provided that Redeveloper has no commercially reasonable alternatives to avoid the impact thereof on the progress of the Project.) During any Force Majeure Event that affects only a portion of a Project, Redeveloper shall to the maximum extent feasible continue to perform its obligations for the balance of the Project unaffected by the Force Majeure Event. The existence of an event or occurrence of Force Majeure Event shall not prevent the Township from declaring a default or the occurrence of an Event of Default by the Redeveloper if the event that is the basis of the Event of Default is not a result of the Force Majeure Event.

“Governmental Approvals” shall mean all final and unappealable local, state or federal government approvals necessary for implementation and completion of the Project in accordance with the terms of this Agreement, including, without limitation, preliminary and final site plan approval, preliminary and final subdivision approval, if and as applicable, environmental permits, including but not limited to wetlands and storm water drainage permits, permits, consents, permissions or approvals relating to historic preservation matters, utilities-related permits, including permits related to water supply and sewer service, and all other necessary permits, licenses, consents, permissions or approvals from or required by governmental agencies.

“Improvements” shall mean the construction, installation, repair, rehabilitation or reconstruction of all buildings, structures or improvements existing upon, or constructed on or installed as part of the Redevelopment Project.

“Minority” shall mean a person who is a citizen or lawful permanent resident of the United States and who is either one or a combination of: (i) African American (a person having origins in any of the black racial groups of Africa), (ii) Alaskan Native and/or American Indian

(a person having origins in any of the original peoples of North America), (iii) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, Hawaii or the Pacific Islands), (iv) Hispanic (a person of Mexican, Puerto Rican, Cuban, or South American, or other Spanish culture or origin, regardless of race), or (v) Female (a person of the female gender).

“Mortgage” shall mean a permitted mortgage or related security in connection with financing necessary for Redeveloper to perform its obligations under this Redevelopment Agreement, including financing associated with the acquisition, development, construction, or marketing of the Project.

“Mortgagee” shall mean the holder of a Mortgage.

“NJDEP” means the New Jersey Department of Environmental Protection.

“Notice” shall have the meaning ascribed thereto in Section 14.9.

“Person” means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company, trust, unincorporated association, urban renewal entity, institution, or any other entity.

“PILOT” shall have the meaning ascribed thereto in Section 13.1.

“PILOT Contingency” shall have the meaning ascribed thereto in Section 13.1.

“Plans and Specifications” shall mean all plans, drawings, specifications and related documents needed to obtain Governmental Approvals and to implement and Complete Construction of the Project in accordance with this Agreement and all applicable Governmental Approvals.

“Project Schedule” shall mean the agreed upon timetable and performance milestones for design, obtaining Governmental Approvals, Environmental Remediation, site preparation, and Completion of Construction of the Project as described herein, as may be modified or adjusted from time to time in accordance with the provisions of this Agreement and as set forth in Exhibit C.

“Redevelopment Entity” shall mean the Township of West Orange, in the County of Essex, New Jersey or its successors or assigns acting in the capacity of “redevelopment entity” for purposes of the Redevelopment Law.

“Remediation” or **“Remediate”** or **“Remediating”** shall mean demolition, removal, site clearance, disposition and related processing and other costs and charges regarding existing improvements, the land and any groundwater thereunder, and all necessary actions required under Environmental Laws or any other Applicable Law to investigate and clean up, remove, or otherwise respond to the known or suspected presence or threatened discharge of hazardous

substances or hazardous wastes, including, as necessary, preliminary assessment, site investigation, remedial investigation, and remedial action, including as to both demolition and Remediation “soft costs” such as professional fees, site audit costs, agency processing and the like, but specifically excluding fees paid to Redeveloper or to any affiliate of Redeveloper.

“**RDA Escrow Account**” shall have the meaning ascribed thereto in Section 4.6.

“**Termination Notice**” shall have the meaning ascribed thereto in Section 10.3.

“**Township Costs**” shall have the meaning ascribed thereto in Section 4.9.

“**Transfer**” shall mean a direct or indirect change in ownership or control, or an assignment.

ARTICLE II REDEVELOPER DESIGNATION; TERM OF AGREEMENT

2.1 **Redeveloper Designation.** The Township hereby designates and appoints the Redeveloper as the exclusive redeveloper of the Project Site, which designation and the execution of this Agreement was authorized by Council Resolution adopted on December 5, 2023. The Redeveloper shall have the exclusive right to perform development and redevelopment activities in connection with the Project, and to retain the profits derived therefrom, under the framework and in accordance with the terms of this Agreement, the Redevelopment Plan, and all Applicable Laws.

2.2 **Redeveloper's Scope of Undertaking.** The services and responsibilities undertaken by the Redeveloper, as more particularly set forth in this Agreement, shall include all aspects of the acquisition, design, development, environmental Remediation, site preparation, and construction of the Project and all Improvements, including, without limitation, engineering, permitting and administrative aspects, the performance of or contracting for and administration and supervision of all construction of Improvements required in connection with the Redevelopment Project, including the provision of any performance bonds, maintenance bonds, completion guarantees or any other performance assurances in connection therewith, whether required as a result of Governmental Approvals or pursuant to the terms of this Agreement; arrangement for interim and final inspections and any other actions required to satisfy the requirements of all Governmental Approvals necessary to develop and use the Redevelopment Project; marketing, sales and the administration, operation and management of the Project; and all aspects of the funding of the Project, including equity funding and construction, interim and permanent financing.

2.3 **COAH Housing Obligation.** Redeveloper shall not be obligated to construct any affordable housing units as part of the Project but shall be responsible for compliance with the Statewide Non-Residential Development Fee Act, N.J.S.A. 40:55D-8.1, *et seq.* by the payment of the fees required thereunder into the Township’s affordable housing trust fund.

2.4 **Term of Agreement.** This Agreement shall commence on the Effective Date and shall expire upon the issuance of a final Certificate of Completion coinciding with Completion of Construction of the entire Project, unless earlier terminated in accordance with the provisions hereof.

2.5 **Plan Amendment.** The Township hereby agrees to consider in good faith amendments to the Redevelopment Plan with respect to the FSOD, if it determines that such amendments would facilitate a mutually-agreeable and beneficial Project.

2.6 **Historic Elements Branding.** The Project Site is adjacent to a historically significant property, and the Township confirms the proximity of the Project Site to such historically significant property will not adversely impact the development of the Project Site. To the extent required or desired, the Township will support Redeveloper's efforts with the Edison Trust, as well as local, state and federal agencies in order to: (a) repaint and/or rebrand the existing Edison water tower, and (b) utilize the Redeveloper's trademarks in relation to the marketing and promotional efforts for the Studio Project. The Township makes no guaranty or promise with respect to the Edison Trust or any other governmental agencies' willingness to agree to these requests. The Township shall have the opportunity, with Redeveloper's consent, which consent shall not be unreasonably withheld by Redeveloper, to use Redeveloper's Project and its presence in the Township to promote the Township generally.

ARTICLE III PURCHASE AND SALE OF TOWNSHIP PROPERTIES

3.1 **Agreement to Sell and Purchase the Township Properties.** Subject to the terms, of a Purchase and Sale Agreement to be negotiated and executed between the Parties, the Township agrees to sell the Township Properties to Redeveloper, and the Redeveloper agrees to purchase the Township Properties from the Township, for a purchase price of \$888,000.00 per acre (the "Purchase Price"). The Township Properties contain 12.2 acres, so the total Purchase Price shall be **TEN MILLION EIGHT HUNDRED THIRTY THREE THOUSAND AND SIX HUNDRED DOLLARS (\$10,833,600)**. While Block 115, Lot 51 is intended to be conveyed with the Township Properties, Redeveloper acknowledges that Block 115, Lot 51 is currently occupied by the owner of Block 115, Lot 16.01, in connection with a towing company operation. Accordingly, Redeveloper acknowledges that delivery of Block 115, Lot 51 shall not be a condition of the execution of the Purchase and Sale Agreement or closing on the other Township Properties.

3.2 **Exclusive Due Diligence Period.** The Parties shall have a period of 210 days from the Effective Date of this Agreement to negotiate and enter into a Purchase and Sale Agreement, including an updated Project Schedule to be attached to this Agreement as Exhibit C, to the mutual satisfaction of the Parties as well as a Financial Agreement pursuant to the terms set forth in Section 13 of this Agreement. (the "**Due Diligence Period**").

(a) **Initial Due Diligence Period.** In consideration of the Township's agreement to exclusively negotiate with the Redeveloper for the acquisition of the Township

Properties during the Due Diligence Period, on the Effective Date of this Agreement the Redeveloper shall deposit a sum of \$200,000 to be held by the Township (“**Initial Payment**”).

(b) **Second Due Diligence Period.** The Redeveloper shall have the automatic right to extend the Due Diligence Period for an additional 210 days, upon written notice to the Township to be served no later than 200 days after the Effective Date and an additional payment of \$200,000 (“**Extension Payment**”). Upon Redeveloper’s exercise of the right to extend into the Second Due Diligence Period, the Initial Payment shall become non-fundable. In the event that Redeveloper asserts that its determination not to extend the Due Diligence Period is based upon the Township’s unreasonable refusals to approve and execute the further required documents, as set in Section 3.3(a) below, Redeveloper may be entitled to a refund of the Initial Payment if the Township is found to be unreasonable pursuant to the process provided for in Section 3.3(a).

(c) **Additional Due Diligence Period.** The Parties may extend the Due Diligence Period beyond the Second Due Diligence Period upon terms and conditions mutually-agreeable and approved by the Township Council.

3.3 **Conclusion of Due Diligence Period.** (a) At the conclusion of the Second Due Diligence Period should the Parties fail to enter into a Purchase and Sale Agreement and Financial Agreement in accordance with Section 13.1, this Agreement shall automatically terminate, unless otherwise agreed by the Parties pursuant to Section 3.2(c). Upon such termination of this Agreement, the Township shall be entitled to retain the Initial Payment and Extension Payment paid by Redeveloper Pursuant to Section 3.2 above. In the event that the failure to enter into a Purchase and Sale Agreement is a result of the Township unreasonably refusing to agree to execute a Purchase and Sale Agreement that is substantially consistent with this Agreement and/or the Township unreasonably rejecting Redeveloper’s application for a Financial Agreement that provides reasonable justification for a Financial Agreement with respect to the need for financial assistance and a reasonable generation of revenue for the Township, in accordance with Section 13.1, the Township shall refund the refund the Extension Payment within fifteen (15) business days of the receipt of Redeveloper’s request for such refund. Should the Township refuse to return the Extension Payment, or the Initial Payment, if applicable, the Parties agree to refer the dispute to a retired Judge of the New Jersey Superior Court to be mutually agreed upon by the Parties, to determine the reasonableness of the Townships refusal to execute a Purchase and Sale Agreement and/or approve a Financial Agreement, which determination shall be binding and non-appealable. The cost of such process shall be borne equally by the Parties.

(b) In the event that the Parties enter into a Purchase and Sale Agreement and Financial Agreement pursuant to the terms set forth in Section 13.1 at the conclusion of the Due Diligence Period, the Initial Payment and Extension Payment shall be become non-refundable, and the Township may utilize the funds in its sole discretion.

3.4 **Preliminary Access Agreement.** Simultaneously with the execution of this Agreement, the Parties shall execute a Pre-Closing Access Agreement, in the form attached hereto as Exhibit E, to facilitate Redeveloper's due diligence investigations of the Property.

3.5 **Conveyance by the Township to Redeveloper.** Any conveyance of the Township Properties to the Redeveloper will be by bargain and sale deed, and each deed will contain a use restriction and limited right of reverter, as shall be provided more specifically in the Purchase and Sale Agreement, which the Township may but is not obligated to exercise in the event of an Event of Default that results in the termination of this Agreement prior to the issuance of a Certificate of Completion for the Project or applicable Phase thereof.

3.6 **Environmental Remediation.** Redeveloper shall be solely responsible to undertake and finance any and all required Environmental Remediation of the Township Properties.

ARTICLE IV IMPLEMENTATION OF PROJECT

4.1 **Project Implementation.** For so long as this Agreement and Redeveloper's designation as Redeveloper hereunder remain in effect, Redeveloper shall have the exclusive right to redevelop the Project Site, once acquired. The Redeveloper agrees to implement the Project in accordance with the applicable terms and conditions of this Agreement, the Redevelopment Plan, Applicable Laws, and all Governmental Approvals. All redevelopment activities performed under this Agreement shall be performed timely and diligently, and provided in accordance with the level of skill and care ordinarily exercised by developers of comparable first class commercial and/or residential developments, as applicable.

4.2 **Project Schedule.** The Project Schedule shall control the Commencement, progress and Completion of the Project. Subject to the provisions of Section 4.3, Redeveloper shall use commercially reasonable efforts, subject to obtaining Governmental Approvals, to Commence construction no later than the date set forth in the Project Schedule. If Redeveloper fails to meet a completion date set forth in the Project Schedule or determines that it will fail to meet a completion date, Redeveloper shall promptly provide notice to the Township Administration and the Township Council stating: (a) the reason for the failure to complete the applicable task; (b) Redeveloper's schedule for completing such task; and (c) the method or methods by which Redeveloper proposes to achieve subsequent tasks by the relevant completion dates. The Township's Mayor is hereby authorized and empowered (i) to request modifications to the Project Schedule on behalf of the Township, and (b) to consent to modifications to the Project Schedule requested by the Redeveloper, without the need for an amendment to this Agreement or further action by the Township.

4.3 **Tolling.** Redeveloper shall diligently adhere to the Project Schedule, provided that such obligations shall be extended on a day-for-day basis for each day that Redeveloper's performance hereunder is delayed by (a) the occurrence of an event of Force Majeure, or (b) an extension of the Project Schedule and/or the date for Completion granted by the Township's Mayor pursuant to Section 4.2. If a delay only affects a portion of the Project, the extension

granted hereunder shall only apply to the obligations so affected and Redeveloper shall continue to perform its obligations with respect to the balance of the Project.

4.4 **Governmental Approvals.** Redeveloper shall file and diligently pursue all required Governmental Approvals consistent with and as required for timely implementation of the Project Schedule.

(a) **Township Approval of Concept Plan.** At the conclusion of the Due Diligence Period, Redeveloper shall provide a more detailed concept plan for Township approval, which shall be substituted as Exhibit A to this Agreement. Approval of Redeveloper's concept plan by the Township, shall be a completeness item and prerequisite to the jurisdiction of the Planning Board to accept Redeveloper's application for Site Plan approval.

(b) **Application for Site Plan Approval.** Each Governmental Application submitted by or on behalf of the Redeveloper in connection with the Redevelopment Project shall conform in all material respects to the Redevelopment Plan and all Applicable Laws; provided, however, that nothing herein shall be construed as limiting the Redeveloper's ability to apply for reasonable bulk or area variances or waivers as may necessary or appropriate under the circumstances and in accordance with the applicable provisions of the Redevelopment Plan.

(c) **Scope of Governmental Approvals.** The Redeveloper represents that it will cause to be prepared and filed, at Redeveloper's sole cost and expense, all Governmental Applications as may be necessary and appropriate for the purpose of obtaining all Governmental Approvals required to implement the Project consistent with the Project Schedule. All of the Governmental Applications shall be in conformity with the applicable provisions of the Redevelopment Plan, this Redevelopment Agreement and Applicable Laws. Redeveloper shall provide the Township with a copy of each Governmental Application at the same time those applications are submitted to the governmental agency having jurisdiction over the same.

(d) **Diligent Pursuit of Governmental Approvals.** Redeveloper agrees to prosecute all of Redeveloper's applications for Governmental Approvals diligently and in good faith, and in accordance with the Project Schedule. Subject to the requirements of Applicable Law, Redeveloper shall determine when and in what order to file each specific application. At Redeveloper's reasonable request, the Township will, in its reasonable judgment, sign consents or other documents required in connection with Redeveloper's applications for Governmental Approvals and will supply information which is in the Township's possession. The Township will, in its reasonable judgment, otherwise cooperate with and support Redeveloper in connection with the applications for Governmental Approvals as Redeveloper may reasonably request.

(e) **Expedition of Applications for Governmental Approvals.** The Township will use diligent and best efforts to expedite Governmental Approvals for any land use, development and entitlement approvals over which it exercises jurisdiction and control, including, but not limited to, site plan approval, subdivision approval, variances, design waivers, zoning/building permits or other permitting, and certificates of occupancy for all submittals and

will use diligent and good faith efforts to support and expedite any Governmental Approvals over which it does not exercise jurisdiction and control.

(f) **Final Governmental Approvals.** No Governmental Approval shall be deemed “final” or “issued” until (i) the time for all appeals has run without the filing of an appeal or (ii) in the event an appeal is filed, all such appeal(s) have been resolved fully in favor of the Project and/or Redeveloper and the time for filing any further appeal has expired without the filing of any such appeals.

(g) **Conditions of Governmental Approvals.** Redeveloper shall have the right to contest any unsatisfactory requirement or condition with respect to the Project imposed on Redeveloper as a condition to a Governmental Approval; provided that Redeveloper shall have no obligation to comply with any such requirement or condition if Redeveloper is unsuccessful in contesting same and such requirement is not commercially reasonable as reasonably determined by Redeveloper or is materially inconsistent with Redeveloper’s building and site plans, in which event, Redeveloper may terminate this Agreement upon notice to the Township in accordance with Section 14.9. In such instance, the Parties may agree to consider a modification of this Agreement in a manner similar to that provided for in Section (h) below, but the Township shall not be obligated to do so.

(h) **Governmental Approval Denied.** In the event that Redeveloper’s application for any Governmental Approval is denied or any Person brings an action that contests or challenges the grant of any Governmental Approval, then Redeveloper shall have the right in its discretion to (i) modify and resubmit such application, if applicable, in order to secure such Governmental Approval; provided that such modification does not have a material adverse impact on (1) the financial condition of the Project (2) the Project, or its intended uses or (3) either Party, and/or (ii) appeal or defend against such action. In the event of a final, adverse, nonappealable decision; the Parties shall during the sixty (60) day period immediately following receipt by both Parties of such decision, use diligent, reasonable efforts and good faith negotiations to modify the Project and amend this Agreement in order to assist Redeveloper in obtaining the required Governmental Approvals. If, at the end of such sixty (60) day period, there is no agreement between the Parties as to how to modify the Project and amend this Agreement, either Party may terminate this Agreement by providing written notice to the other Party in accordance with the provisions of Section 14.9 of this Agreement.

4.5 **Work to be Performed by Redeveloper; Plans and Specifications.** The Redeveloper at its sole cost and expense shall perform or cause to be performed all Remediation, site preparation, construction, operation, administration and management of the Project. Redeveloper hereby agrees that following an Event of Default the Township and anyone acting on the Township’s behalf shall have an irrevocable license to use Redeveloper’s Plans and Specifications, Governmental Applications, and Governmental Approvals to complete the Project, without cost to or liability of the Township (other than for actual services rendered to the Township subsequent to the Event of Default) and agrees to use best efforts to ensure that all agreements between Redeveloper and its contractors and consultants shall so be provided. In addition, all performance or completion bonds provided by Redeveloper’s contractors shall name the Township as an intended beneficiary thereof, as its interests may appear, unless

Redeveloper's construction lender objects in writing and for good cause to the inclusion of the Township.

4.6 **Progress Reports and Project Oversight by the Township.** During the implementation of the Project, the Redeveloper shall make monthly written Progress Reports, in such detail as may reasonably be requested by the Township, as to the actual progress of Redeveloper and which shall include, among other things, a description of activities completed, milestones achieved, status of the Project with respect to the Project Schedule, activities to be undertaken prior to the next regularly scheduled Progress Report, and any unanticipated problems or delays and the explanation therefor. The Township may request a virtual meeting with Redeveloper at reasonable intervals if further detail is required.

4.7 **Certificate of Occupancy and Certificate of Completion.** Redeveloper shall apply to the appropriate governmental officer or body for a Certificate of Occupancy, as required under Applicable Laws following the Completion of the Project or applicable phase thereof. Following the issuance of all required Certificates of Occupancy and the satisfaction of the terms and conditions of this Redevelopment Agreement with respect to the applicable Phase of the Project by Redeveloper, and upon receipt of a Notice of Completion from Redeveloper, the Township agrees to issue a Certificate of Completion, in proper form for recording, which shall acknowledge that the Redeveloper has performed all of its duties and obligations under this Redevelopment Agreement and has completed construction of the applicable phase of the Project in accordance with the requirements of this Redevelopment Agreement. Within 30 days after receipt of the Notice of Completion from the Redeveloper, the Township shall provide the Redeveloper with the Certificate of Completion or a written statement setting forth in detail the reasons why it believes that Redeveloper has failed to complete the Project in accordance with the provisions of this Redevelopment Agreement or is otherwise in default under this Agreement, and what reasonable measures or acts will be necessary in the opinion of the Township in order for the Redeveloper to be entitled to the Certificate of Completion (the “**Denial Statement**”). Redeveloper may rely on the Denial Statement in determining what action it must take in order to achieve a Certificate of Completion. When issued, the Certificate of Completion shall constitute a recordable, conclusive determination of the satisfaction and termination of the agreements and covenants (as limited herein) in this Redevelopment Agreement and the Redevelopment Plan with respect to the obligations of the Redeveloper to construct the Project or relevant phase, as well as a determination by the Township that the conditions that were found and determined to exist at the time the Project Site, or relevant portion thereof, was determined to be in need of redevelopment shall be deemed to no longer exist and the conditions and requirements of *N.J.S.A. 40A:12A-9* shall be deemed to have been satisfied with respect to the Redevelopment Project or applicable phase thereof. Unless otherwise required by a related Financial Agreement, Governmental Approval or Applicable Law, upon the issuance of Certificate of Completion the provisions of this Agreement shall no longer encumber the applicable phase of the Project; *provided, however*, that any other documents theretofore delivered pursuant to this Agreement that by their terms are intended to survive Completion of Construction shall not be affected by delivery of the Certificate of Completion except as otherwise expressly provided therein.

4.8 **Estoppel Certificates (Prior to Certificate of Completion).** At any time and from time to time prior to the issuance of a Certificate of Completion, the Township shall, within thirty (30) days following a written request by Redeveloper, execute and deliver to (a) Redeveloper, or (b) a third party (e.g., a prospective lender, purchaser, investor, tenant, etc.) designated by Redeveloper, an instrument in which the Township (i) certifies that this Agreement is unmodified and in full force and effect as to the Project (excepting only modifications which shall be set forth), and (ii) states whether to the actual knowledge of the Township, the Redeveloper is in default under this Agreement, and, if so, specifying each such default of which the Township shall have knowledge.

4.9 **Escrow Account to Cover Township Costs.** The Redeveloper agrees to provide funding for all reasonable and necessary out of pocket costs actually incurred by the Township in connection with the Project. Such costs include, any reasonable fees and costs of any outside professional consultant, contractor or vendor retained by the Township including attorneys, technical consultants, planners, financial consultants and appraisers, but specifically excluding Township employees (the “**Township Costs**”).

(a) **Payment of Township Costs.** Redeveloper shall make timely payment or reimbursement to the Township of the Township Costs. Redeveloper shall fund an escrow account (the “**RDA Escrow Account**”) with an initial balance of Twenty-Five Thousand Dollars (\$25,000.00). If, when, and as often as may occur that the RDA Escrow Account is drawn down to Ten Thousand Dollars (\$10,000.00), then Redeveloper, upon the Township’s written request, shall within ten (10) business days thereafter provide to the Township funds sufficient to replenish the RDA Escrow Account to the amount of Twenty-Five Thousand Dollars (\$25,000.00) for use in accordance with these terms, unless such time period shall be extended for good reason by the Township in its sole discretion. Funds in the RDA Escrow Account will be applied to the payment or reimbursement of the Township Costs as provided in this Agreement.

(b) **Billing and Rates.** All professional consultants, contractors or vendors retained by the Township shall bill their time in one-tenth (1/10) hour increments. Township Costs shall be limited to the actual rates charged to the Township, pursuant to agreements and contracts with the Township, by these professionals for their work with no additional mark-up.

(c) **Disbursement.** Each payment for professional services charged to the RDA Escrow Account shall be pursuant to an invoice from the professional identifying the personnel performing the reimbursable service, each date the services were performed, the hours spent in not greater than one-tenth (1/10) hour increments, the hourly rate, and properly specifying the reimbursable expense. All professionals shall submit the required invoices to the Township on a monthly basis. The professional shall simultaneously send an informational copy of each invoice submitted to the Township to the Redeveloper. Any dispute concerning payment of the Township Costs shall be resolved in accordance with the procedures set forth in N.J.S.A. 40:55D-53.2a. Upon the issuance of the final Certificate of Completion, or upon termination of this Agreement, any money remaining in the RDA Escrow Account shall be disbursed to Redeveloper, except that the Township may retain, for not more than sixty (60) days

after the issuance of the Certificate of Completion or the termination date, an amount sufficient to cover unpaid Township Costs.

ARTICLE V ACQUISITION OF ACQUISITION PARCELS

5.1 **Acquisition by the Redeveloper.** In the event that the Redeveloper determines it is beneficial to the Project to acquire other properties within the Redevelopment Area (the "Acquisition Parcels"), Redeveloper may engage in whatever efforts it deems appropriate to acquire title to the Acquisition Parcels in an arm's length transaction between the Redeveloper and the current owners of such properties, at Redeveloper's discretion. Redeveloper is not requesting that the Township utilize its condemnation powers to acquire the Acquisition Parcels.

ARTICLE VI REPRESENTATIONS AND WARRANTIES

6.1 **Representations and Warranties by the Redeveloper.** The Redeveloper makes the following representations and warranties:

(a) Redeveloper represents that it has obtained or can obtain and will commit the requisite equity and debt financing in an amount necessary to purchase the Township Properties on the terms and conditions set forth herein, and to perform Redeveloper's obligations hereunder.

(b) Redeveloper has the legal capacity to enter into this Redevelopment Agreement and perform each of the undertakings set forth herein and in the Redevelopment Plan as of the date of this Redevelopment Agreement.

(c) Redeveloper is duly organized and a validly existing legal entity under the laws of the State of New Jersey, authorized to do business in the State of New Jersey and all necessary resolutions or authorizations have been duly adopted to authorize the execution and delivery of this Redevelopment Agreement and to authorize and direct the persons executing this Redevelopment Agreement to do so for and on the Redeveloper's behalf.

(d) No receiver, liquidator, custodian or trustee of Redeveloper has been appointed or is contemplated as of the date of this Redevelopment Agreement, and no petition to reorganize Redeveloper pursuant to the United States Bankruptcy Code or any similar statute that is applicable to the Redeveloper has been filed or is contemplated as of the Effective Date.

(e) No indictment has been returned against any member, manager or officer of Redeveloper.

(f) As of the Effective Date, to the best of Redeveloper's knowledge and belief after diligent inquiry there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Redevelopment Agreement, Redeveloper's execution hereof, or any action or act taken or to be taken by the Redeveloper pursuant to this Redevelopment Agreement; or (ii) is likely to result in a material

adverse change in the Redeveloper's property, assets, liabilities or condition which will materially and substantially impair Redeveloper's ability to perform its obligations pursuant to the terms of this Redevelopment Agreement.

(g) Redeveloper's execution and delivery of this Redevelopment Agreement and its performance hereunder will not constitute a violation of any operating agreement of the Redeveloper or of any other agreement, mortgage, indenture, instrument or judgment to which the Redeveloper is a party.

(h) All factual information and statements submitted by Redeveloper to the Township and its agents are complete, true and accurate in all material respects. Redeveloper acknowledges that the facts and representations contained in the information submitted by Redeveloper are incorporated herein by reference, are being relied upon by the Township, and are a material factor in the decision of the Township to enter into this Redevelopment Agreement with Redeveloper.

(i) To the best of Redeveloper's knowledge and belief, at the time of submission thereof to the Township all projections, estimates, pro formas and other information submitted by Redeveloper to the Township and its agents were materially correct and Redeveloper had no reason to believe any such information to be inaccurate or misleading in any material respect.

(j) Redeveloper is financially and technically capable of developing, designing, financing, constructing, operating and maintaining the Project.

(k) The party or parties signing the Redevelopment Agreement on behalf of Redeveloper is or are fully authorized to sign on behalf of the current members of Redeveloper and to bind them with respect thereto.

(l) As of the Effective Date the respective interests of the Redeveloper are as set forth in the Incumbency Certificate attached as Exhibit D hereto.

Redeveloper's representations and warranties are intended to and shall survive the delivery of deeds to the Township Properties to Redeveloper.

6.2 **Representations and Warranties by the Township.** The Township hereby makes the following representations and warranties:

(a) The Township has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein to which the Township is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform their obligations hereunder, and as of the Effective Date except as to the PILOT Contingency and Financial Agreement and matters relevant thereto the Township has taken all action and is in receipt of all Governmental Approvals required to consummate the transactions contemplated hereunder and to perform its obligations hereunder.

(b) This Agreement is duly executed by the Township, and is valid and legally binding upon the Township and enforceable in accordance with its terms on the basis of Applicable Laws currently in effect and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Township is a party.

(c) As of the Effective Date, to the best of the Township's knowledge there is no action, proceeding or investigation now pending nor any basis therefor, known or believed to exist which questions the validity of this Agreement or any action or act taken or to be taken by the Township pursuant to this Agreement.

(d) To the best of the Township's knowledge, there is no pending litigation which affects the title to the Township Properties, the Redevelopment Area designation, the Redevelopment Plan, or the Township's ability to convey the Township Properties to Redeveloper.

(e) To the best of the Township's knowledge the Township is not in violation of any term of any judgment, decree, injunction or order affecting the Township Properties.

(f) The Township has not received notice of any pending eminent domain or condemnation of Township Properties and the Township does not know of, or have reason to know of, any proposed eminent domain or condemnation proceeding with respect to any portion of the Township Properties.

(g) To the best of the Township's knowledge the Township has not received any notice of violation issued by any federal, state or other public authority with respect to the Township Properties.

(h) The Township is not aware of any pending challenge to the validity of the Redevelopment Plan or this Redevelopment Agreement. The Township knows of no statement, act or omission on the part of the Township or its employees or agents that as a matter of law would provide a basis for invalidating or nullifying the Redevelopment Area designation, the Redevelopment Plan or this Agreement.

(i) The Township's representations and warranties are intended to and shall survive the delivery to Redeveloper of the deeds to the Township Properties.

ARTICLE VII COVENANTS AND RESTRICTIONS

7.1 **Description of Covenants.** The covenants to be imposed upon Redeveloper, its successors and assigns, are set forth below, and shall be recorded in the form of a Declaration of Covenants and Restrictions (Exhibit B) as of the date of conveyance of the Township Properties to the Redeveloper and/or acquisition of any additional properties within the Project Site. The covenants and restrictions shall remain in effect for the period set forth in Section 7.2 below:

(a) in connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby any portion of the Project is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sex or familial status, and Redeveloper, its successors and assigns, shall comply with all applicable laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sex or familial status.

(b) comply with the applicable provisions and public purposes of the Redevelopment Law and all obligations under this Agreement and shall at all times develop, design, finance, construct and operate the Project or cause the Project to be developed, designed, financed, constructed and operated pursuant to the conditions and requirements of Applicable Laws, Governmental Approvals, this Agreement and the Redevelopment Plan. All uses to which the Project may be devoted are controlled by the Redevelopment Plan, the Governmental Approvals, Applicable Laws and this Redevelopment Agreement and that under no circumstances can the Redeveloper undertake any construction or development of the Project not in accordance with the Redevelopment Plan, the Governmental Approvals, Applicable Laws and this Redevelopment Agreement.

(c) use diligent efforts to obtain all Governmental Approvals requisite to the construction and development of the Project including evidence satisfactory to the Township that its use of the Project is in compliance with this Agreement, the Redevelopment Plan and all Applicable Laws, and use diligent and commercially reasonable efforts to ensure timely performance of its obligations hereunder, including but not limited to Completion of Construction of the Project within the time periods specified in the Project Schedule.

(d) not encumber, hypothecate or otherwise use the Project, or any part thereof, as collateral for an unrelated transaction; nor sell, lease or otherwise transfer all or any portion of a Project without the Township's consent, except as otherwise specifically set forth in this Agreement.

(e) during construction of the Project, take commercially reasonable steps to minimize or mitigate impacts on the surrounding neighborhood (such as, for example, noise and dust controls), and keep debris and/or waste materials containerized and/or stored and disposed of, all within normal industry standards.

(f) keep and maintain in good condition any improvements required under the Governmental Approvals, including but not limited to any landscaping required to be planted or cause an entity in control of the Project (i.e. condominium or homeowner association) to maintain such improvements.

7.2 **Effect and Duration of Covenants.** It is intended and agreed that the agreements and covenants set forth in this Agreement shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Township, its successors and assigns, against the Redeveloper, its successors and assigns and

every successor in interest therein, and any party in possession or occupancy of the Project or any part thereof. The covenants shall cease and terminate when a Certificate of Completion for such improvements has been issued, provided however, that the covenants in Section 7.1(a) shall remain in effect without limitation as to time.

ARTICLE VIII PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

8.1 **Prohibition Against Transfers of Interests in Redeveloper.** Redeveloper recognizes the importance of the Redevelopment Project to the general welfare of the community and that the identity of the Redeveloper and its qualifications are critical to the Township in entering into this Agreement, particularly in view of the public aids that may be made available for the purpose of making such redevelopment possible. The Township considers that a Transfer of the ownership in Redeveloper or of a substantial part thereof, or any other act or transaction involving or resulting in a significant change in the ownership of or with respect to the identity of the parties in control of Redeveloper or the degree thereof, is for practical purposes a Transfer or disposition of the Project. Redeveloper recognizes that it is because of such qualifications and identity that the Township is entering into this Agreement with Redeveloper, and, in so doing, the Township is relying on the obligations of Redeveloper and not some other person or entity for the faithful performance of all undertakings and covenants to be performed by Redeveloper hereunder.

As a result, prior to completion of the Project (or applicable phase thereof) as evidenced by the issuance of a Certificate of Completion, and without the prior written approval of the Township (which approval shall not be unreasonably withheld), Redeveloper agrees for itself and all successors in interest that there shall be no Transfer of (i) the Project Site, (ii) any equity interest in Redeveloper, nor (iii) any direct or indirect change in control of Redeveloper as it exists on the Effective Date, whether by changes in capitalization, merger, or otherwise. The Township recognizes that implementation of the Project may involve one or more joint venture arrangements between Redeveloper and other developers having particular development expertise and financial capabilities. The Township agrees to consider such joint venture arrangements in good faith, and will not unreasonably withhold its consent to any such arrangement provided (A) that such joint venture entity assumes all of the obligations of Redeveloper under the terms of this Agreement and under all applicable Governmental Approvals as to the applicable phase of the Project, provided that Redeveloper shall not be released from and shall remain liable for the performance of Redeveloper's and the joint venture's obligations; (B) that the creation and existence of the joint venture does not materially and negatively affect the Township's ability to enforce its rights under this Agreement; and (C) that the proposed joint venture partner and structure is acceptable to the Township, in its reasonable discretion. The Transfer or Transfers of a non-controlling interest or interests in the Redeveloper that do not result in a change in control of Redeveloper as set forth in the operating agreement shall not constitute a prohibited Transfer. The death or incapacity of a principal of a member of Redeveloper shall not constitute a prohibited Transfer hereunder. With respect to this provision, Redeveloper and the party or parties signing the Redevelopment Agreement on behalf of Redeveloper represent that each has authority to agree to this provision on behalf of the current members of Redeveloper and to bind them with respect thereto.

8.2 **Exemption from Prohibited Transfers.** Notwithstanding the foregoing, and with prior knowledge of the Township by prior written notice from Redeveloper, the following shall not constitute a prohibited Transfer, for purposes of Section 8.1: transfer to an entity or entities controlled by Redeveloper, including but not limited to an urban renewal entity or entities formed by Redeveloper pursuant to *N.J.S.A. 40A:20-4*; *provided, however*, that such successor and assignee of Redeveloper shall assume all of the obligations of Redeveloper hereunder, but Redeveloper shall remain primarily liable for the performance of Redeveloper's obligations; and *provided further*, that (i) a copy of the fully executed written instrument of conveyance and assignment and assumption of this Redevelopment Agreement shall be promptly delivered to the Township; and (ii) such conveyance or assignment does not violate any of the Governmental Approvals.

8.3 **Prohibition of Transfer of Redevelopment Agreement.** Redeveloper further agrees for itself, its successors and assigns, that prior to the Completion of the Project or applicable phase thereof, as evidenced by the issuance of a Certificate of Completion, Redeveloper will not make or create, or suffer to be made or created, any assignment or other Transfer of its interests in this Agreement, without the prior written approval of the Township, except as provided in Section 8.1 above, Section 8.2 above or Section 8.4 below (including a Transfer as a result of a foreclosure or a deed in lieu given to a lender).

8.4 **Consent to Permitted Transfers.** The Township hereby consents, upon advance notice and without the necessity of further approvals from any entity, to the following Transfers (the "**Permitted Transfers**"): (a) a mortgage, leasehold mortgage or related security (including conditional assignments to mortgagees required as a condition to the closing of the financing so secured) granted by Redeveloper to a mortgagee or to a leasehold mortgagee and any transfer pursuant to or in enforcement thereof; (b) mortgages, leases, and other liens and encumbrances for the purpose of financing the costs associated with, or incurred in connection with the acquisition, development and construction of the Project; (c) the Declaration of Covenants and Restrictions; (d) utility and other development easements, leases, and licenses; (e) a lease, sublease, license, or franchise agreement to a tenant, sublessee, licensee, or franchisee occupying premises in the Project for the purpose of operating a permitted business of that tenant as a part of the intended use of the Project; (f) transfer to an Affiliate of Redeveloper; (g) transfers of the direct or indirect ownership or control of Redeveloper among the existing owners, family members of the owners, and/or trusts established for estate planning purposes; (h) environmental covenants and restrictions imposed by a regulatory agency; (i) any contract or agreement with respect to any of the foregoing exceptions, or (j) any transfer to effectuate a Long Term Tax Exemption, or other tax abatement program (including, without limitation, transfers to an urban renewal entity controlling or controlled by Redeveloper or any of its respective Affiliates).

8.5 **Prohibition Against Speculative Investment.** Because of the importance of the Project to the general welfare of the community, Redeveloper represents and agrees that its acquisitions of the Township Properties conveyed to Redeveloper, and any Acquisition Parcels acquired by Redeveloper, and Redeveloper's undertakings pursuant to this Redevelopment Agreement are, and will be used, for the purpose of the Redevelopment Project and redevelopment of the Project Site as provided herein, and not for speculation in land holding.

8.6 **Information as to Ownership of Redeveloper.** In order to assist in the effectuation of the purpose of this Article VIII, Redeveloper represents that the certificate attached to this Agreement as Exhibit D is an incumbency certificate of Redeveloper as of the Effective Date, subscribed and sworn to by a manager or authorized member of Redeveloper, setting forth the name(s) and address(es) of all entities or persons owning an interest in Redeveloper, and, as to each such entity, all entities owning an interest therein, such disclosure being intended to be the same disclosure that Redeveloper will be required to make in connection with its Governmental Applications for land use approvals pursuant to *N.J.S.A. 40:55D-48.2*.

(a) At least annually during the period between the Effective Date and Completion of the Project or phase thereof as evidenced by the issuance of a Certificate of Completion, and at such other times as reasonably requested by the Township, Redeveloper will update the incumbency certificate and keep Exhibit D current as to Redeveloper as well as to each permitted urban renewal entity or joint venture.

(b) Redeveloper will immediately notify the Township in writing of any and all changes whatsoever in the ownership of Redeveloper and any permitted urban renewal entity or joint venture, legal or beneficial, or of any other act or transaction involving or resulting in any change in such ownership or in the relative distribution thereof, or with respect to the identity of the parties in control of Redeveloper or the degree thereof, of which it or any of its officers or members have been notified or otherwise have knowledge or information.

(c) Redeveloper shall, at such time or times as the Township may request, furnish the Township with a complete statement subscribed and sworn to by managing member of Redeveloper, setting forth all of managing members, or other owners of equity interests of Redeveloper, and of any permitted urban renewal entity or joint venture, and the extent of their respective holdings, and in the event any other parties have a beneficial interest in Redeveloper's entity, their names and the extent of such interest.

8.7 **Transfer or Assignment Fee.** Any reasonable costs incurred by the Township in connection with a request made by the Redeveloper for the Township's consent to transfer or assign this Redevelopment Agreement shall constitute a Township Cost for purposes of this Agreement.

ARTICLE IX MORTGAGE FINANCING

9.1 **Mortgages, Liens, or other Encumbrances.** Prior to the issuance of a Certificate of Completion Redeveloper shall promptly notify the Township of any encumbrance or lien that has been created on or attached to the Project, by mortgage or involuntary act of the Redeveloper or others, upon obtaining knowledge or notice of same.

9.2 **Obligations of Mortgagee.** Notwithstanding any of the provisions of this Redevelopment Agreement, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by this Redevelopment Agreement (including but not limited to any such holder who obtains title to one or more

properties comprising the Project Site, or to any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title from or through any such holder or (b) any other purchaser at foreclosure sale, other than the holder of the mortgage itself) shall in no way be obligated by the provisions of this Redevelopment Agreement to construct or complete the Project or to guarantee such construction or completion; provided that nothing in this Article or any other Article or provision of this Redevelopment Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project Site or any part thereof to any uses, or to construct any project thereon, other than those uses provided or permitted under this Agreement, the Redevelopment Plan, Governmental Approvals and Applicable Laws.

9.3 **Notice of Default to Mortgagee and Right to Cure.** (a) Subject to N.J.S.A. 55:17-1, *et seq.*, whenever the Township shall deliver any notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper under this Redevelopment Agreement, the Township shall at the same time deliver to each lender (or equity participant in Redeveloper) a copy of such notice or demand, provided that the Redeveloper has delivered to the Township a written notice of the name and address of such lender and equity participant. Each such lender shall (insofar as the rights of the Township are concerned) have the right at its option within ninety (90) days after the receipt of such notice, to cure or remedy, or to commence to cure or remedy, any such default with respect to that portion of the Project which is being financed by such lender and which is subject to being cured and to add the cost thereof to the debt and the lien which it holds, or to the obligations of the lessees under any lease-back or of the guarantor under any other conveyance for financing.

(b) **Assume Obligations of Redeveloper.** To the extent that any Holder is required to foreclose against any lien it has with respect to the Redevelopment Project (as a result of a Redeveloper Event of Default or a default by Redeveloper under any agreements executed by Redeveloper and its project lenders), the Township agrees to forebear from the enforcement of any remedies provided under this Agreement that it may have against Redeveloper in order to permit such Holder to foreclose and assume or cause a third party to assume the obligations of Redeveloper under this Agreement; provided, however, that the Township shall not be obligated to forebear from the exercise of any remedies available to it hereunder if such forbearance will result (or may result, in the reasonable judgment of the Township) in a waiver of the Township's rights under this Agreement.

9.4 **Estoppel Certificate; Mortgagee Request for Modifications.** Within thirty (30) days following written request by the Redeveloper, or of any Mortgagee, lender, purchaser, tenant or other party having an interest in the Project, the Township shall issue a signed estoppel certificate stating:

(i) that this Agreement is unmodified and in full force and effect as to the Project (excepting only modifications which shall be set forth), (ii) whether to the best knowledge of the Township Redeveloper is in default under this Agreement, and, if so, specifying each such default of which the Township shall have knowledge; and (iii) confirming such other factual matters within the Township's knowledge or control pertinent to this Agreement, as the same relate to, or might affect, the Project or the Project Site. In the event the

estoppel certificate discloses such a default, breach or event, it shall also state the manner in which such default, breach or event may be cured. No more than a reasonable number of estoppel certificates may be requested per year.

(ii) In the event that a permitted Mortgagee reasonably requests changes to this Agreement in order to make the same acceptable to the Mortgagee, the Township agrees to consider such changes in good faith and to consent to such changes if they do not materially and adversely affect the Township's rights nor increase the Township's obligations, which consent will not be unreasonably withheld, conditioned or delayed.

ARTICLE X EVENTS OF DEFAULT; TERMINATION

10.1 Default Related to Conveyance of the Township-Owned Property.

(a) **Default by the Township.** If title to the Township Properties does not close because of the Township's Default, then the Redeveloper shall be entitled to pursue all other remedies at law or equity available to it by reason of the Township's default (including but not limited to specific performance and recovery of costs); provided, however, that failure of the Governing Body to authorize or approve the transaction shall not constitute a Default by the Township, but only a failure of the condition precedent to the conveyance; and provided further, that under no circumstances shall the Township be liable for consequential, indirect or special damages of any kind.

(b) **Default by Redeveloper.** If title to the Township Properties does not close because of the Redeveloper's Default, the Township shall be entitled to terminate this Agreement. Nothing in this Section shall be construed as limiting the ability of the Township to be reimbursed from the RDA Escrow Account for Township Costs incurred through the date of termination.

10.2 **Events of Default.** Any one or more of the following shall constitute an “**Event of Default**” hereunder, subject to Force Majeure Extension and tolling as provided elsewhere in this Agreement:

(a) Redeveloper Events of Default.

(i) Failure of Redeveloper to observe or perform any covenant, condition, representation, warranty or agreement hereunder and any other failure, act or omission by Redeveloper designated elsewhere in this Agreement as a “**Default**” or a “default”, and except as otherwise specified below the continuance of such Default for a period of thirty (30) days after Notice from the Township specifying the nature of such Default and requesting that such Default be remedied; provided, however, if the Default is one that cannot be completely remedied within thirty (30) days after such Notice, it shall not be an Event of Default as long as Redeveloper is proceeding in good faith and with due diligence to remedy the same as soon as practicable, but in no event later than ninety (90) days after such Notice unless this Agreement specifically provides otherwise.

(ii) Redeveloper's failure or refusal to make any payment or deposit of funds required hereunder as and when required, and the failure to make such payment or deposit within fifteen (15) days after Notice from the Township, including but not limited to failure or refusal to refresh the Escrow Account or to reimburse the Township for properly reimbursable Township Costs not cured within ten (10) business days of Notice by the Township.

(iii) (A) Redeveloper shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (B) a custodian shall have been legally appointed with or without consent of Redeveloper; (C) Redeveloper, (1) has made a general assignment for the benefit of creditors, or (2) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (D) Redeveloper has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (E) Redeveloper shall take any action for the purpose of effecting any of the foregoing; (F) a petition in bankruptcy shall have been filed against Redeveloper, and shall not have been dismissed for a period of ninety (90) consecutive days; (G) an Order for Relief shall have been entered with respect to or for the benefit of Redeveloper, under the Bankruptcy Code; (H) an Order, judgment or decree shall have been entered, without the application, approval or consent of Redeveloper, by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of Redeveloper, or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of ninety (90) consecutive days; or (I) Redeveloper shall have suspended the transaction of its usual business.

(iv) Redeveloper (A) except as otherwise permitted hereunder fails to perform its obligations with respect to purchase of the Township Properties or the implementation of the Project in accordance with this Agreement and the Project Schedule, the Redevelopment Plan, Governmental Approvals or Applicable Laws, including but not limited to failure to Commence Construction or Complete Construction in accordance with the Project Schedule except as permitted to be otherwise modified as permitted herein; or (B) abandons the Project or substantially suspends construction work without the prior knowledge and consent of the Township (unless such suspension arises out of a Force Majeure Event), and any such failure, abandonment or suspension shall not be cured, ended, or remedied within thirty (30) days after Notice by the Township; provided, however, if the Default is one that cannot be completely remedied within thirty (30) days after such Notice has been given, it shall not be an Event of Default as long as the Redeveloper is proceeding in good faith and with due diligence to remedy the same as soon as practicable, but in no event later than ninety (90) days after such Notice.

(v) There is a prohibited Transfer, which shall be void *ab initio* immediately upon such Transfer with no Notice or opportunity to cure.

(vi) Material breach of any warranty or representation made by Redeveloper.

(vii) Violation by Redeveloper of any covenant or restriction contained in the Declaration of Covenants and Restrictions.

(viii) Redeveloper's failure to pay or delinquency in the payment of real property taxes or assessments, which failure or delinquency is not cured within ten (10) days of Notice by the Township.

(ix) Cancellation or termination by reason of any act or omission of Redeveloper of any insurance policy, performance or completion, letter of credit, guaranty or other surety required hereunder to be provided by Redeveloper for the benefit of the Township, immediately upon cancellation or termination thereof if not replaced with no resulting gaps in coverage.

(x) Foreclosure of any of the Project Site once such lands have been conveyed to the Redeveloper.

(b) Township Events of Default.

(i) Failure of the Township to perform its affirmative obligations to Redeveloper under this Agreement, and the continuance of such Default for a period of thirty (30) days after Notice from the Redeveloper specifying the nature of such Default and requesting that such Default be remedied; provided, however, if the Default is one that cannot be completely remedied within thirty (30) days after such Notice, it shall not be an Event of Default as long as the Township is proceeding in good faith and with due diligence to remedy the same as soon as practicable, but in no event later than ninety (90) days after such Notice unless this Agreement specifically provides otherwise.

(ii) Material breach of any warranty or representation made by the Township and the continuance thereof for a period of thirty (30) days after Notice from the Redeveloper specifying the nature of such Default and requesting that such Default be remedied; provided, however, if the Default is one that cannot be completely remedied within thirty (30) days after such Notice, it shall not be an Event of Default as long as the Township is proceeding in good faith and with due diligence to remedy the same as soon as practicable, but in no event later than ninety (90) days after such Notice unless this Agreement specifically provides otherwise.

10.3 Remedies Upon Event of Default. Whenever any Event of Default of Redeveloper shall have occurred, the Township may, on written notice to Redeveloper (a "**Termination Notice**") terminate this Redevelopment Agreement and Redeveloper's designation as Redeveloper hereunder, and take whatever other action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of Redeveloper under this Agreement. Neither Party shall be liable for indirect, consequential or special damages of any kind. In the event of a finally adjudicated dispute regarding an Event of Default or Termination Notice, the prevailing Party shall be entitled to recover its attorneys' fees against the other Party. With respect to a Default affecting the Township Properties for which a Certificate of Completion has not been issued, the Township may elect to exercise its right of reverter for the Township Properties that is the subject of the Default, subject to payment by the Township to the Redeveloper of the purchase price paid by the Redeveloper for the Township Properties, including all reasonable hard and soft

costs expended by Redeveloper in connection with subject Township Property(ies) up and through the date title is transferred, other than Township Costs, and subject further to any Holders rights to cure and redevelop the Township Properties provided for in Section 9.3. However, such condition subsequent and any reversion of title as a result thereof in the Township (a) shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way (i) the lien of any mortgagee authorized by this Agreement; and (ii) any rights or interests provided in this Agreement for the protection of Holders and (b) shall not apply to any Township Property or portion thereof which has received a Certificate of Completion by the Township. The Township's right to declare such reversion of the title is not intended as a waiver by the Redeveloper of any rights it may have to challenge the validity of such a declaration if the Redeveloper believes, in good faith, such right is improperly exercised.

10.4 **Force Majeure Extension.** For the purposes of this Agreement, neither the Township nor Redeveloper shall be considered in breach or in default with respect to its obligations hereunder because of a delay in performance arising from a Force Majeure Event. It is the purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the Township or Redeveloper shall be extended for the period of the delay; provided, however, that such delay is actually caused by or results from the Force Majeure Event. The time for completion of any specified obligation hereunder shall be tolled for a period of time up to but not exceeding the period of delay resulting from the occurrence of a Force Majeure Event plus a reasonable period of time not to exceed sixty (60) days, or such other period of time which may be agreed to by the Township and the Redeveloper, for Redeveloper to re-mobilize its contractors and agents to complete the Project or affected phase thereof, and Redeveloper's non-performance of such obligation during any such period of time shall not be deemed a default by Redeveloper of its obligations under this Agreement. To invoke the tolling provisions hereunder the party invoking the provisions hereof must give Notice to the other party of the occurrence of a Force Majeure Event as soon as practicable. The tolling period shall be calculated from the date of the Notice.

10.5 **No Waiver.** Except as otherwise expressly provided in this Redevelopment Agreement, any failure or delay by the Township in asserting any of its rights or remedies as to any default by Redeveloper, shall not operate as a waiver of such default, or of any such rights or remedies, or to deprive the Township of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

10.6 **Remedies Cumulative.** No remedy conferred by any of the provisions of this Redevelopment Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

10.7 **Failure or Delay by Either Party.** Except as otherwise expressly provided in this Redevelopment Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or

proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies as established by this Agreement.

10.8 **Termination Rights Related to Litigation.** If third party litigation is commenced challenging the validity of (i) the designation of the Redevelopment Area, (ii) the Redevelopment Plan, (iii) the Redeveloper's designation as Redeveloper or (iv) the execution of this Redevelopment Agreement by the Township, the commencement of such litigation shall be a Force Majeure Event effective as of the date of the filing of the summons and complaint if Redeveloper invokes the Force Majeure provisions of Section 10.4; *provided, however*, that (a) if such litigation is finally determined in favor of the plaintiff with no further opportunity for appeal, then either Party may terminate this Agreement by written notice to the other, and (b) if such litigation is not finally determined (inclusive of the expiration of any applicable appeal period) but the Force Majeure Extension has been in effect for at least six (6) months from the date the complaint was filed, Redeveloper may elect to terminate this Agreement by Notice to the Township. In the event of a termination pursuant to this Section 10.8, Redeveloper shall be entitled to return of the Initial Payment, if such termination occurs within the Initial Due Diligence Period, after which the Initial Payment shall be non-refundable under this Section, and return of the Second Payment, if such termination occurs within the Second Due Diligence Period, provided for under Section 3.3 herein.

10.9 **Events of Default Specific to Phase.** To the extent that a Default by Redeveloper occurs which is specific only to a particular phase of the Project, and does not in any way impact any other Phase, such Default shall not be considered a Default with respect to any other phase. Defaults by Redeveloper which are not specific to a particular phase of the Project (e.g., failure to make payment of escrow deposits to the Township from time to time) shall be considered a Default with respect to all phases.

ARTICLE XI INSURANCE

11.1 **Insurance — General Requirements.** At all times during the term of this Agreement the Redeveloper shall maintain, or cause to be maintained, insurance for the mutual benefit of the Township and Redeveloper as their interests may appear:

(a) Loss or damage by fire, and such other risks as may be included in the standard form of extended coverage insurance from time to time available, in amounts sufficient to prevent the Township or Redeveloper from becoming a co-insurer within the terms of the applicable policies, and in any event, in amounts not less than 100% of the then full insurable value of the Project;

(b) War risks, when and to the extent that such insurance is generally obtainable from the United States Government or an agency thereof, in an amount sufficient to prevent the Township or Redeveloper from becoming a co-insurer within the terms of the applicable policy, and, in any event, in an amount not less than 100% of the then full such lesser amount as insurable value of either the Project or the amount that the United States Government or an agency thereof limits the insured to obtaining;

(c) All claims for bodily injury and property damage, under a policy of commercial general public liability insurance, with such limits as may reasonably be required by the Township from time to time, but not less than \$1 million per occurrence in respect of injury or death and \$2 million per occurrence for property damage, plus excess (“umbrella”) liability policies with coverage of not less than \$10 million.

(d) Workers compensation insurance in an amount not less than \$1,000,000 or such greater amount as may be required under Applicable Laws for employees of Redeveloper and the Contractors.

(e) Such other hazards and in such amounts as the Township may reasonably require provided that such insurance is then customarily maintained in buildings of similar construction, use and class in the area in which the Township-Owned Property is located.

(f) In respect of the Township Properties, the title to which is acquired and conveyed to Redeveloper by the Township pursuant to the provisions of Article III of this Agreement, Redeveloper agrees to use commercially reasonable efforts to cause the Township to be named as an additional insured as its interests may appear under pollution legal liability or other environmental insurance policies, if and to the extent procured by Redeveloper for itself or its lender(s).

11.2 **Insurance — Restrictions.** All insurance provided for under this Agreement will be reasonably effected under valid enforceable policies issued by insurers rated “A” or better by A.M. Best and reasonably acceptable to the Township. On or before the closing on the conveyance of the Township Properties, a certificate procured by Redeveloper pursuant to Section 11.1 (or certificates thereof) will be delivered to the Township. At least thirty (30) days prior to the expiration date of any policy, the original renewal policy (or certificates thereof) for such insurance will be delivered by the Redeveloper to the Township as aforesaid, together with satisfactory evidence of payment of the premium thereon. All policies referred to in Section 11.1 will, to the extent then generally obtainable, contain agreements by the insurers that (a) any loss will be payable to the Township, notwithstanding any act or negligence of the Redeveloper which might otherwise result in forfeiture of said insurance, (b) such policies may not be canceled except upon thirty (30) days prior written notice to each named insured and loss payee, and (c) the coverage afforded thereby must not be affected by the performance of any work in or about the Project Site.

11.3 **Township as Insured.** Each policy of insurance required herein shall name the Township as an insured or as an additional insured, as its interests may appear.

11.4 **Additional Insurance.** Nothing in this Article XI shall prevent the Redeveloper from taking out insurance of the kind and in the amounts and with companies provided for under Section 11.1 or Section 11.2 under a blanket insurance policy or policies which can cover other properties within the Project Site as well as the Township Properties; provided, however, that any such policy of insurance provided for under Section 11.1 must (a) specify therein, or the Redeveloper shall furnish the Township with a written statement from the insurers under such policies specifying the amount of the total insurance allocated to the Project, which amount will

not be less than the amount required by Section 11.1 to be carried, and (b) not contain any clause which would result in the insured thereunder being required to carry insurance with respect to the property covered thereby in an amount equal to a minimum specified percentage of the full insurable value of such property in order to prevent the insured therein named from becoming a co-insurer of any loss with insurer under such policy.

11.5 **Deductibles.** All insurance provided under this Article XI may contain loss deductible clauses in such maximum amounts as the Township approves in its reasonable discretion.

11.6 **Subrogation.** All insurance policies obtained pursuant to this Article must include waivers of subrogation against the Township and Redeveloper.

ARTICLE XII COMMUNITY INITIATIVES

12.1 **Equal Employment Opportunity.** Redeveloper agrees that during construction of the Project:

(a) Redeveloper will not discriminate against any employee of Redeveloper or applicant for employment because of race, color, religion, sex, or national origin. Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause and any such notices provided by the Township that are consistent therewith.

(b) Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) Subcontractors and suppliers to the Project shall include qualified and certified minority enterprises, to the extent qualified subcontractors and suppliers are available consistent with the Project Schedule.

(d) The obligations contained in this Article shall be binding on all contractors and subcontractors to the extent that any work is done by any contractor or subcontractor, and any contract entered into by Redeveloper shall so provide.

12.2 **First Source Employment.** The Redeveloper shall make good faith efforts to employ and shall provide in its contracts with its contractors and subcontractors that they must make good faith and commercially reasonable efforts to employ residents of Township in the construction of the Project, consistent with market wages and the financial success of the Project. If so requested by the Township, Redeveloper agrees (i) to cooperate with the Township or its

designee in developing a plan to coordinate training programs and employment recruitment efforts for Township residents; (ii) to cooperate with efforts to recruit Township residents for all employment opportunities in connection with the Project, including participation in Township job fairs or similar events; and (iii) to meet with appropriate Township officials to determine the status of recruitment and training efforts, and to plan future employment training and recruitment activities.

12.3 **Affirmative Action.** Redeveloper during the construction of the Project covenants that it will comply with, and shall provide in its contracts with its contractors and subcontractors, the following:

(a) When hiring workers in each construction trade, or when engaging contractors, Redeveloper agrees to use its good faith efforts to employ Minority workers and Township residents.

(b) Redeveloper will undertake a program of local preference to facilitate entering into contracts with and/or purchasing good and services from local merchants and businesses located within the Township, including preferences for local retail and restaurant businesses.

(c) Where applicable, Redeveloper will at all times conform to the laws, regulations, policies of the State, the Federal government, and other governmental bodies with respect to affirmative action and equal employment opportunities requirements, and particularly those which are imposed as a condition to receipt of any government sponsored funding for the Project, notwithstanding any other provision of this Redevelopment Agreement to the contrary.

12.4 **Reporting and Enforcement.**

(a) All contracts entered into by the Redeveloper for the construction of the Project shall contain appropriate language to effectuate this Article XII.

(b) If and as reasonably requested by the Township, or if otherwise required by Applicable Law, Redeveloper and its contractors and subcontractors shall submit periodic reports regarding their compliance with this Article XII.

(c) Redeveloper covenants to enforce its contracts with its contractors and subcontractors if such parties are not in compliance with this Article XII.

ARTICLE XIII

PILOT CONTINGENCY & FINANCIAL AGREEMENT; FINANCIAL ASSISTANCE

13.1 **PILOT Contingency & Financial Agreement.** (a) Redeveloper anticipates applying to the Township for approval of a financial agreement with respect to the Project (the “**Financial Agreement**”) providing for, among other things, payments in lieu of taxes (the “**PILOT**”) pursuant to the Long-Term Tax Exemption Law, upon terms which are generally consistent and commensurate with those provided in the financial agreement entered into between the Township and GP177 Main Urban Renewal, LLC dated August 8, 2014 (the

“Edison Lofts PILOT”) that will result in a commercially reasonable agreement providing for a reasonable rate of return consistent and commensurate with the Edison Lofts PILOT, adopted for the applicable uses proposed by Redeveloper. The Township agrees to consider and pursue Redeveloper’s PILOT applications in good faith but Redeveloper acknowledges that the Township retains discretion under Applicable Laws as to whether to grant the PILOT. If the terms of a mutually acceptable Financial Agreement are not approved by Township ordinance, and any applicable State approvals in connection therewith are not obtained by Redeveloper, within the Due Diligence Period detailed in Article III hereof, then Redeveloper may elect to terminate this Agreement by providing Notice to that effect to the Township (the “**PILOT Contingency**”). In the event that the Township unreasonably rejects Redeveloper’s application for a Financial Agreement that provides reasonable justification for a Financial Agreement with respect to the need for financial assistance and a reasonable generation of revenue for the Township, in accordance with Section 13.1, the Township shall refund the refund the Extension Payment Pursuant to Section 3.3 herein.

13.2 **Other Financial Assistance.** The Township will use good faith efforts to support Redeveloper’s applications for any federal, state or county benefit or tax incentive programs that could be received by Redeveloper in connection with the development or operation of the Project.

13.3 **Redeveloper’s Indemnification of Township.** In amplification and not limitation of the definition of Township Costs and any other indemnity obligation pursuant to this Agreement, Redeveloper hereby agrees to indemnify and shall pay, protect and hold the Township harmless from and against all liabilities, losses, claims, demands, costs, expenses (including reasonable attorneys’ fees and expenses) and judgments of any nature arising, or alleged to arise, from or in connection with this Agreement; provided, however, that such liability, loss, claim, demand, cost or expense is not the result of gross negligence or willful misconduct of the Township or its officers, employees, agents or representatives. Redeveloper’s obligation to indemnify the Township pursuant to this Section shall survive conveyance of title to the Township Properties to Redeveloper and any termination of this Redevelopment Agreement.

ARTICLE XIV MISCELLANEOUS

14.1 **Cooperation.** The Parties hereto agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, consents in order to satisfy the terms and conditions hereof and the terms and conditions of this Agreement. The Township further agrees to cooperate as may be reasonably requested by any mortgagee of the Redeveloper in connection with obtaining financing for the Project; provided, however, that all costs and expenses of such cooperation by the Township shall constitute Township Costs.

14.2 **Conflict of Interest.** No member, official or employee of the Township shall have any direct or indirect interest in this Redevelopment Agreement or any Project, nor participate in any decision relating to the Redevelopment Agreement or any Project which is prohibited by law.

14.3 **No Consideration For Agreement.** The Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Redevelopment Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. The Redeveloper further warrants it has not paid or incurred any obligation to pay any officer or official of the Township, any money or other consideration for or in connection with this Redevelopment Agreement.

14.4 **Non-Liability of Officials and Employees of the Township.** No member, official or employee of the Township shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Township, or for any amount which may become due to the Redeveloper or its successor, or on any obligation under the terms of this Redevelopment Agreement.

14.5 **Non-Liability of Officials and Employees of the Redeveloper.** No member, officer, shareholders, director, partner or employee of the Redeveloper, and no member, officer, shareholders, director, partner or employee of the members of the Redeveloper or the members of the Redeveloper shall be personally liable to the Township, or any successor in interest, in the event of any default or breach by the Redeveloper or for any amount which may become due to the Township, or their successors, on any obligation under the terms of this Redevelopment Agreement.

14.6 **Inspection of Books and Records.**

(a) The Township shall have the right upon reasonable request and at all reasonable times to inspect the books and records of the Redeveloper pertinent to the purposes of this Redevelopment Agreement.

(b) The Redeveloper shall have the right at all reasonable times to inspect the books and records of the Township pertinent to the purposes of this Redevelopment Agreement.

(c) Such inspections must be for a legitimate business purpose affecting the material interest of the party seeking the inspection.

(d) Such inspections must be performed at a time and in a manner as to not unreasonably interfere with the business operations of the party whose books and records are being inspected.

14.7 **Time of the Essence.** Any other provision of this Agreement notwithstanding, the Township reserves its right to serve a “time of the essence” notice as permitted under and in accordance with Applicable Law.

14.8 **Modification of Agreement.** No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing, duly authorized, and signed by the Redeveloper and the Township.

14.9 **Notices.** A notice, demand or other communication required to be given under this Redevelopment Agreement by any Party to the other (the “**Notice**”) shall be in writing and shall be sufficiently given or delivered if dispatched by United States Registered or Certified Mail, postage prepaid and return receipt requested, or delivered by overnight courier or delivered personally (with receipt acknowledged), by facsimile transmission (with receipt acknowledged) or electronic mail (with electronic proof of receipt) to the Parties at their respective addresses set forth herein, or at such other address or addresses with respect to the parties or their counsel as any party may, from time to time, designate in writing and forward to the others as provided in this Section.

As to the Township:

Township of West Orange
66 Main Street
West Orange, New Jersey 07052-5313
ATTN:, Business Administrator

With copies to:

Robert Beckelman, Esq.
Wilentz, Goldman & Spitzer
90 Woodbridge Center Drive
Suite 900, Box 10
Woodbridge, New Jersey 07095
rbeckelman@wilentz.com

As to the Redeveloper:

Donald M. Epstein,
MDGA – West Orange Downtown Redevelopment, LLC
c/o Matrix Development Group
3 Centre Drive
Monroe Township, New Jersey 08831
depstein@matrixcompanies.com

With a copy to:

Francis J. Giantomasi, Esq.
Chiesa Shahinian & Giantomasi PC
105 Eisenhower Parkway
Roseland, New Jersey 07068
fgiantomasi@csglaw.com

From time to time either party may designate a different person or address for all the purposes of this Notice provision by giving the other party no less than ten (10) days’ notice in

advance of such change of address in accordance with the provisions hereof. Notices shall be effective upon receipt or rejection of delivery by the addressee.

14.10 **Titles of Articles and Sections.** The titles of the several Articles and Sections of this Redevelopment Agreement, as set forth in the Table of Contents or at the heads of said Articles and Sections, are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

14.11 **Severability.** The validity of any Articles and Section, clause or provision of this Redevelopment Agreement shall not affect the validity of the remaining Articles and Section, clauses or provisions hereof.

14.12 **Successors Bound.** This Redevelopment Agreement shall be binding upon the respective parties hereto and their permitted successors and assigns.

14.13 **Governing Law; Jurisdiction and Venue; Jury Trial Waiver.** This Redevelopment Agreement shall be governed by and construed and enforced pursuant to the laws of the State of New Jersey, without regard to its conflict of laws principles. Any action hereunder shall be brought exclusively in a court of the State of New Jersey or in a United States Court having jurisdiction in the District of New Jersey, in either case sitting in Essex County, New Jersey, and Redeveloper hereby waives all objections to such venue. Redeveloper, Guarantor and the Township, for themselves and their successors and assigns, hereby waive trial by jury in any action arising out of or in connection with this agreement.

14.14 **Counterparts.** This Redevelopment Agreement may be executed in counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument. The parties will be entitled to rely upon a pdf (sent via e-mail) of a signed copy of this Agreement as if it were an original signed counterpart.

14.15 **Exhibits.** Any and all Exhibits annexed to this Redevelopment Agreement are hereby made a part of this Redevelopment Agreement by this reference thereto.

14.16 **Entire Agreement.** This Redevelopment Agreement constitutes the entire Redevelopment Agreement between the parties hereto and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof.

14.17 **Waiver.** No waiver made by any party with respect to any obligation of any other party under this Redevelopment Agreement shall be considered a waiver of any other rights of the party making the waiver beyond those expressly waived in writing and to the extent thereof.

14.18 **Confidentiality.** Neither the Township nor Redeveloper will issue any public announcements, or press releases associated with the transactions contemplated herein or Redeveloper's potential acquisition and development of the Properties without the express written approval of the other party. Notwithstanding, it is acknowledged that this Agreement and any other agreements executed between the Parties, are subject to a public approval process and that such agreements may be public records subject to disclosure under the New Jersey Open Public Records Act ("OPRA") if there are no exemptions under OPRA from disclosure. To the

extent applicable, the Township shall assert deliberative process during the negotiations of the Redevelopment/Purchase Documents as an exemption from disclosure under OPRA. To the extent that Redeveloper claims that anything it is providing to the Township contains proprietary and confidential financial information, Redeveloper shall so indicate when providing such materials to the Township. The Township will seek to maintain the confidentiality of such materials and in the event that such materials and those relating to or shared in connection with the negotiation of this Agreement or the Purchase and Sale Agreement become the subject of an OPRA request, Redeveloper will be notified and given a reasonable opportunity to respond and to propose redactions before disclosure and/or seek any protective order that it deems appropriate.

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be properly executed and their corporate seals affixed and attested as of the date first written above.

**TOWNSHIP OF WEST ORANGE,
NEW JERSEY**

Attest:

By: _____
Susan McCartney, Mayor

REDEVELOPMENT, LLC

MDGA – WEST ORANGE DOWNTOWN

Witness:

By: _____

EXHIBIT A

PROJECT CONCEPT NARRATIVE

The objective of the Project is to diversify mixed-use development and the economic base of West Orange, by promoting film production activities (“Studio Use”) adjacent to the location of the world's first film production studio, consistent with the requirements of the Fourth Amendment to the Downtown Redevelopment Plan adopted September 21, 2021, which amends and restates the First, Second and Third Amendments and further modifies the Original Plan (collectively the “Redevelopment Plan”).

The Studio Use is estimated to be between 150,000 and 350,000 square feet. It will include between three and six production stages ranging from 20,000 to 30,000 square feet each. Each production stage will be serviced by on site production services, including but not limited to grip and electric, equipment, props, set building, restaurants, location catering, cleaning service and security. The facility will also include office and support space as well as parking to accommodate between 200-400 cars and 30-60 trucks. Once fully operational, it is anticipated 300-600 new fulltime jobs will be created as a result of the Studio Use.

EXHIBIT B

FORM OF DECLARATION OF COVENANTS AND RESTRICTIONS

Record and Return to:

Robert Beckelman, Esq.
Wilentz, Goldman & Spitzer
90 Woodbridge Center Drive
Suite 900, Box 10
Woodbridge, New Jersey 07095

DECLARATION OF COVENANTS AND RESTRICTIONS

**Block ____ Lots ____ and Block ____ Lots ____, Township of West Orange (the
“Property”)**

(Record in Mortgage Book)

This Declaration of Restrictions is made this ____ day of _____, 20__ by and
between **THE TOWNSHIP OF WEST ORANGE, NEW JERSEY** (the “**Township**”), a
public body corporate and politic of the State of New Jersey having its offices at 66 Main Street,
West Orange, New Jersey 07052, in its capacity as redevelopment entity pursuant to *N.J.S.A.*
40A: 12A-4(c);

and

_____, LLC, a limited liability company of the State of _____
_____ authorized to do business in the State of New Jersey, having offices at _____
_____ (together with its permitted successors or assigns as hereinafter provided, the
“**Redeveloper**”).

W I T N E S E T H

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A.* 40A:12A-1 et seq., as
amended and supplemented (the "Redevelopment Law"), provides a process for municipalities to
participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS, the Governing Body duly adopted a resolution determining that the
Downtown Redevelopment Area was an “area in need of redevelopment” in accordance with the
procedures and criteria in *N.J.S.A.* 40A:12A-6 of the Redevelopment Law; and

WHEREAS, on February 9, 2003, the Governing Body adopted a redevelopment plan
for the Downtown Redevelopment Area (as amended from time to time, the “Redevelopment
Plan”) in accordance with *N.J.S.A.* 40A:12A-7 of the Redevelopment Law; and

WHEREAS, in order to implement the development, financing, construction, operation and management of the Project, the Governing Body of the Township by duly adopted resolution authorized the execution of Redevelopment Agreement with the Redeveloper, dated December____, 2023 (the "Redevelopment Agreement") in accordance with N.J.S.A. 40A:12A-8(f) of the Redevelopment Law; and

WHEREAS, N.J.S.A. 40A:12A-9(a) of the Redevelopment Law requires that all agreements, leases, deeds and other instruments between a municipality and a redeveloper shall contain a covenant running with the land requiring, among other things, that "...the owner shall construct only the uses established in the current redevelopment plan..."; and

WHEREAS, the Redevelopment Agreement contains such a covenant by the Redeveloper and its successor or assigns for as long as the Redevelopment Agreement remains in effect, as well as two (2) perpetual covenants by the Redeveloper and its successor or assigns not to unlawfully discriminate upon the basis of age, race color creed, religion, ancestry, national origin, sex or familial status in the sale, lease, rental, use or occupancy of the Redevelopment Area or any building or structures erected thereon and to maintain in good condition any improvements made on the Property (as defined above) in accordance with Article VII or the Redevelopment Agreement; and

WHEREAS, the Redevelopment Agreement also provides that the Property, the Redevelopment Agreement, and Redeveloper's interest therein shall not be transferable, subject to certain conditions, prior to the issuance of a Certificate of Completion and further provides certain remedies to the Township for violations of the covenants and defaults under the Redevelopment Agreement ; and

WHEREAS, the Redevelopment Agreement requires that such covenants be memorialized in a Declaration of Restrictions and said declaration be recorded in the office of the Essex County Register.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

Section 1. Defined terms not otherwise defined herein shall have the meaning assigned to such terms in the Redevelopment Agreement.

Section 2. Redeveloper covenants and agrees that:

(A) In connection with its use or occupancy of the Project, Redeveloper shall not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby any portion of the Project is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sex or familial status, and Redeveloper, its successors and assigns, shall comply with all applicable laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sex or familial status.

(B) Redeveloper shall comply with the applicable provisions and public purposes of the Redevelopment Law and all obligations under the Redevelopment Agreement and shall at all times develop, design, finance, construct and operate the Project or cause the Project to be developed, designed, financed, constructed and operated pursuant to the conditions and requirements of Applicable Laws, Governmental Approvals, the Redevelopment Agreement and the Redevelopment Plan and for a period of thirty (30) years from the issuance of a Certificate of Completion shall construct no other use except that established in the Redevelopment Plan, *provided however*, that Redeveloper shall not be deemed to be in breach if Redeveloper diligently contests, in good faith and by appropriate proceedings, such compliance with any of the aforesaid Applicable Laws. All uses to which the Project may be devoted are controlled by the Redevelopment Plan, the Governmental Approvals, Applicable Laws and the Redevelopment Agreement and that under no circumstances can the Redeveloper undertake any construction or development of the Project not in accordance with the Redevelopment Plan, the Governmental Approvals, Applicable Laws or the Redevelopment Agreement.

(C) Redeveloper shall use diligent efforts to obtain all Governmental Approvals requisite to the construction and development of the Project including evidence satisfactory to the Township that its use of the Project is in compliance with the Redevelopment Agreement, the Redevelopment Plan and all Applicable Laws, and use diligent and commercially reasonable efforts to ensure timely performance of its obligations under the Redevelopment Agreement, including but not limited to Completion of Construction of the Project within the time periods specified in the Project Schedule.

(D) Redeveloper shall, during construction of the Project, take commercially reasonable steps to minimize or mitigate impacts on the surrounding neighborhood (such as, for example, noise and dust controls), and keep debris and/or waste materials containerized and/or stored and disposed of, all within normal industry standards.

(E) Redeveloper shall keep and maintain in good condition any improvements required under the Governmental Approvals, including but not limited to any landscaping required to be planted or cause an entity in control of the Project (i.e. condominium or homeowner association) to maintain such improvements.

Section 3. It is intended and agreed that the covenants and restrictions set forth in Section 2 of this Declaration shall run with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Redevelopment Agreement and this Declaration, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Township, its successors and assigns, and any successor in interest to the Property, or any part thereof, against Redeveloper, its successors and assigns and every successor in interest therein, and any Person in possession or occupancy of the Property or any part thereof. The covenants and restrictions herein shall be binding on Redeveloper itself, each successor in interest to Redeveloper and each party in possession or occupancy, respectively, only for such period as Redeveloper or such successor or party shall be in possession or occupancy of the Property, the Redevelopment Project or any part thereof.

Section 4. In amplification, and not in restriction, of the provisions of Section 2 of this Declaration, it is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the covenants and restrictions set forth in the Redevelopment Agreement and this Declaration, both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such covenants and restrictions have been provided. Such covenants and restrictions shall run in favor the Township for the entire period during which such covenants and restrictions shall be in force and effect, without regard to whether the Township has at any time been, remains, or is an owner of any land or interest therein. The Township shall have the right, in the event of any material breach of any such covenant or restriction, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of covenant or restrictions, to which it or any other beneficiaries of such agreement or covenant may be entitled.

Section 5. Upon redevelopment of the Property and completion of the Redevelopment Project, the conditions that were found and determined to exist at the time the Property was determined to be in need of redevelopment shall be deemed to no longer exist and the conditions and requirements of *N.J.S.A. 40A:12A-9* shall be deemed to have been satisfied with respect to the Redevelopment Project or any applicable portion thereof. The covenants contained herein, except for those contained in Sections 2(a) and (b), which shall remain in effect without limitation as to time, shall terminate and this Declaration will be discharged of record upon Redeveloper's receipt of a Certificate of Completion and termination of the Redevelopment Agreement pursuant to Section 7.2 thereof (i) for the Redevelopment Project, or (ii) for a Phase thereof, in which case the covenants shall terminate and the Declaration will be discharged of record only as to such Phase.

IN WITNESS WHEREOF, the parties hereto have caused this **Declaration of Covenants and Restrictions** to be executed in their names by their duly authorized officials or managers, as the case may be, and their corporate seals to be hereunto affixed attested to by their duly authorized officers all as of the date first written above.

**TOWNSHIP OF WEST ORANGE,
NEW JERSEY**

Attest:

By:_____

Witness:

_____, LLC

By:_____

Name:_____

Title:_____

STATE OF NEW JERSEY :

: SS

COUNTY OF ESSEX :

BE IT REMEMBERED, that on this __ day of _____, 20__ before me, the subscriber, a Notary Public of New Jersey, personally appeared _____, who, being by me duly sworn on his or her oath, deposes and makes proof to my satisfaction that he/she is the _____ of the **TOWNSHIP OF WEST ORANGE, NEW JERSEY**, the entity named in the within Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by the Township of West Orange and said Instrument was signed and delivered by said as and for the voluntary act and deed of said entity.

Notary Public of New Jersey

STATE OF NEW JERSEY :

: SS

COUNTY OF ESSEX :

BE IT REMEMBERED, that on this __ day of _____, 20__ before me, the subscriber, a Notary Public of New Jersey, personally appeared _____ who, being by me duly sworn on his or her oath, deposes and makes proof to my satisfaction that he is the _____ of _____, **LLC**, the Redeveloper named in the within Instrument; that the execution, as well as the making of this Instrument, having been duly authorized by the Redeveloper, and said Instrument was signed and delivered by said as and for the voluntary act and deed of said Redeveloper.

Notary Public of New Jersey

EXHIBIT C
PROJECT SCHEDULE

Governmental Approvals, Commencement of Construction. Subject to the provisions of Section 4.3 and 10.4 of the Redevelopment Agreement, Redeveloper shall apply for and diligently pursue all other Governmental Approvals required to Commence and Complete Construction within such times as are consistent with implementation of the Project in accordance with the timetable set forth below.

a) Within six (6) months of the conclusion of the Due Diligence Period, Redeveloper shall submit an application for preliminary and final site plan approval to the Planning Board, for the first phase of its Project (the “Site Plan Approval”).

b) Within six (6) months of the receipt of Site Plan Approval from the Planning Board, Redeveloper shall submit all applications for Governmental Approvals necessary for the first phase of its Project.

c) Redeveloper shall apply to the Township for building permits as soon as possible, but in no event more than six (6) months after receipt of all Governmental Approvals prerequisite to the issuance of building permits for the first phase of its Project.

d) Within three (3) months of receipt of building permits from the Township, Redeveloper shall Commence Construction of the first phase of its Project.

e) Within four (4) years of the conclusion of the Due Diligence Period, Redeveloper shall Complete construction of the entire Project.

EXHIBIT D

INCUMBENCY CERTIFICATE

Pursuant to Section 6.1(l) of the Redevelopment Agreement between the Township of West Orange and _____, LLC (the "Company"), the undersigned, as managing member of the Company hereby represents and warrants to the Township of West Orange that:

1. The only entity which owns a 10% or greater interest in the Company is _____, a _____ company, having an address _____
2. Attached hereto as Schedule 1 is the Company's Ownership Chart.

IN WITNESS WHEREOF, the undersigned has executed and delivered this certificate as of _____.

_____, LLC
a _____ limited liability company

, Member

Sworn to before me this
___ day of _____, 20__

EXHIBIT E

FORM OF PRE-CLOSING ACCESS AGREEMENT

PRE-CLOSING ACCESS AGREEMENT

THIS ACCESS AGREEMENT (this “**Agreement**”) is dated December__, 2023 and is made by and among **THE TOWNSHIP OF WEST ORANGE**, a body corporate and politic of the State of New Jersey, having its address at 66 Main Street, West Orange, New Jersey 07052 (“**Owner**”), and MDGA – West Orange Downtown Redevelopment, LLC (“**Entrant**”). Owner and Entrant are hereinafter collectively referred to as the “**parties**”.

RECITALS

WHEREAS, Owner is the owner of that certain real property designated as _____ collectively referred to herein as the “**Premises**”);

WHEREAS, in anticipation of a possible acquisition of the Premises, Entrant desires a right of access to the Premises for itself and its officers, directors, employees, agents, principals, partners, representatives, accountants, advisors, attorneys, consultants and contractors (collectively, the “**Permitted Parties**”) for the purpose of performing certain investigatory activities at the Premises; and

WHEREAS, Owner is willing to grant Entrant and the Permitted Parties a limited right of access to the Premises upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated herein as if set forth in full in the body of this Agreement.
2. Definitions. Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to such terms in **Schedule 1** attached hereto.
3. Right of Access. Owner hereby grants to Entrant and the Permitted Parties the non-exclusive license and limited right to enter upon the Premises to perform certain investigatory activities at the Premises and to conduct due diligence reasonably related to the purchase of the Premises (including, without limitation, sampling, boring, drilling, or other physically intrusive testing, and the completion of a Phase II environmental Assessment) (collectively, the “**Activities**”), at the sole cost and expense of Entrant, but only upon the terms and conditions set forth in this Agreement.

4. Performance of Activities.

(a) Performance of the Activities shall be coordinated with a representative of Owner to minimize unreasonable interference with normal operation of the Premises. All Activities at the Premises shall be performed during normal business hours or at such other times and on such days of the week as Owner shall determine in its reasonable discretion and shall be performed in a manner that will not have any material adverse effect on Owner, or any other person or entity granted rights of use and occupancy through Owner, their respective agents, employees or invitees, or all of them.

(b) Upon completion of the Activities, Entrant shall, at its sole cost and expense, promptly remove and dispose of off of the Premises, in accordance with all Environmental Laws, all equipment, material, soil, water and debris which exists on the Premises as a result of Entrant's collection of samples from the Premises.

(c) Entrant shall use commercially reasonable efforts to cause its environmental consultant, to reasonably cooperate and coordinate with Owner for the collection of samples of any testing of soils or ground water at the Premises in accordance with Section 6 of this Agreement.

(d) All Activities performed at the Premises by Entrant or the Permitted Parties shall, once begun, be completed with reasonable diligence and paid for in full by Entrant, free and clear of all mechanic's or other liens and encumbrances, and shall be performed in accordance with all applicable statutes, ordinances, rules, regulations, orders and requirements of any Governmental Authority, including without limitation, Environmental Laws. All Activities performed by Entrant or the Permitted Parties shall be done in a good and workmanlike manner, and, subject to Section 6 of this Agreement, in such a manner so as not to cause any unreasonable damage to the Premises or unreasonable interference with the use and occupancy of the Premises by Owner, or any other person or entity granted rights of use and occupancy through Owner, or their respective agents, employees or invitees. Entrant shall restore, repair or replace, as the case may be, any damage to the Premises caused by the Activities to substantially the same condition as existed at the time the Activity which caused such damage commenced.

5. Insurance.

(a) Prior to entry upon the Premises, Entrant shall deliver or, as applicable, cause the Permitted Parties to deliver, to Owner ACORD certificates evidencing that Entrant and/or the Permitted Parties, as applicable, maintain: (i) commercial general liability insurance in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00), combined single limit in form and substance adequate to insure against all liability of Entrant and the Permitted Parties, respectively, and each of their respective agents, employees and contractors, arising out of Activities at the Premises or any part thereof made on Entrant's behalf, including: (A) contractual liability insurance providing coverage for Entrant's indemnity obligations under this Agreement and (B) an endorsement for hired and non-owned automobile coverage against personal injury and death and property damage with a combined single limit of not less than One Million and 00/100 Dollars (\$1,000,000.00); (ii) not less than Two Million and 00/100 Dollars

(\$2,000,000.00) of excess/umbrella liability insurance; and (iii) workers' compensation insurance in statutory limits to cover the employees, agents, representatives and contractors of Entrant and/or the Permitted Parties (as applicable) engaged in Activities at the Premises. Such insurance certificates shall be endorsed to name Owner as an additional insured with respect to the foregoing coverage. Each policy shall provide (whether by endorsement or otherwise) that it cannot be canceled without at least thirty (30) days' prior written notice to Owner, and each policy shall be issued by a recognized, responsible insurance company licensed to do business in the State of New Jersey.

(b) Entrant shall furnish or cause the applicable Permitted Parties to furnish to Owner and cause to be maintained and kept in effect, without expense to Owner, at all times that any entry is made upon the Premises for purposes of any invasive testing or sampling, contractor's pollution liability insurance of not less than Three Million and 00/100 Dollars (\$3,000,000.00), naming Owner as an additional insured. Each policy shall be on an occurrence basis and not on a claims made basis. Each policy shall provide (whether by endorsement or otherwise) that it cannot be cancelled without at least thirty (30) days' prior written notice to Owner, and each policy shall be issued by a recognized, responsible insurance company licensed to do business in the State of New Jersey. Reasonable proof of payment of the premium of each policy and each replacement policy shall also be delivered to Owner.

6. Invasive Testing. Notwithstanding anything to the contrary contained in this Agreement, each of the Permitted Parties shall only undertake soil borings, water samplings or any other physically intrusive or invasive physical investigations in accordance (in all material respects) with an approved sampling plan submitted to Owner at least two (2) Business Days prior to access to the Premises. Additionally, Entrant shall be solely responsible to arrange (or cause the Permitted Parties to arrange) for any utility mark-outs necessitated by any proposed sub-surface investigations prior to undertaking any invasive testing.

7. Notice of Entry. Prior to each entry upon the Premises, Entrant shall, at least two (2) Business Days in advance of each entry if such entry pertains to physically invasive testing, and at least one (1) Business Days in advance of all other entries, notify Owner, in writing, which notice may be by email to jabbott@westorange.org; psmeraldo@westorange.org; jgross@westorange.org, rtrenk@trenkisabel.law, and rbeckelman@wilentz.com, and which shall set forth:

- (a) the date and time of the proposed entry upon the Premises;
- (b) the identity of all persons and entities who will enter upon the Premises;
- (c) the nature, location and extent of all Activities to be performed upon the Premises;
- (d) whether the persons entering upon the Premises shall be wearing any environmental protective gear; and
- (e) the estimated duration of the entry.

8. Documents Generated by Activities. Entrant shall promptly deliver to Owner copies of the written results of any inspections, tests, studies, evaluations and/or investigations prepared by third parties for, or otherwise obtained by, Entrant or any of the Permitted Parties in connection with Entrant's Activities, except to the extent subject to the attorney/client privilege, or otherwise confidential. The obligations of Entrant pursuant to this Section will survive any termination of this Agreement.

9. Confidentiality. Entrant and its Permitted Parties and their respective employees, agents and contractors shall keep the Activities, including but not limited to the results of all sampling and all documents generated with respect to the Activities, confidential, except to the extent that (i) applicable law or OPRA¹ does not permit confidentiality, or (ii) Entrant or its Permitted Parties is required to disclose such information pursuant to any orders (including, without limitation, any regulation or order of a regulatory agency), by subpoena or any other legal, administrative or legislative process. The matters and items described in clauses above are herein referred to as the "**Confidential Information**", provided, however, notwithstanding anything contained herein to the contrary, Confidential Information shall not include any information (i) that is or becomes generally available to the general public other than as a result of a disclosure in violation of this Agreement, (ii) that is or becomes available to Entrant or its Permitted Parties from a third party on a non-confidential basis other than through the Activities, (iii) which was or is independently developed by Owner or its Permitted Parties without the use of or reference to Confidential Information provided by Owner or intentionally obtained by Entrant under this Agreement, and (iv) that was available to Entrant or its Permitted Parties prior to the date of this Agreement. If disclosure of the Confidential Information is required pursuant to applicable law, or OPRA, or pursuant to court order or other administrative process, then Entrant, its employees, agents or contractors, as the case may be, shall give immediate written notice to Owner, specifying to whom and why such disclosure is required. Owner shall have the right to interpose all objections that Owner may have to the disclosure, and Entrant shall, and shall cause Entrant's Permitted Parties and their respective employees, agents and contractors, at no cost to Owner, to reasonably cooperate with Owner in connection with such objections, including giving testimony and signing affidavits, certifications or other documentation as may be required by Owner, provided the information contained in the affidavits, certifications or other documentation is true and accurate. Notwithstanding anything to the contrary hereinabove set forth, Entrant may disclose Confidential Information on a need-to-know basis to its and its affiliates' employees, officers, lenders, investigators, and partners and any agents, consultants and members of professional firms serving it, its affiliates, or their respective potential lenders or investors. If the parties have not entered into a purchase agreement with respect to the Premises prior to the termination of this Agreement, Entrant shall, upon Owner's written request, promptly return (or, at Entrant's election, certify as having destroyed) all copies of materials furnished by Owner or Owner's representatives to Entrant relating to the Premises, provided, however, Entrant may retain such materials (and any derivative thereof) that (a) may be required by law, regulation or stock exchange rules, (b) are contained in electronic records and files are retained pursuant to automated electronic archiving or IT back-up procedures, and (c) are back-up copies of such materials that are retained pursuant to regulatory or investigatory requirements of any

¹ The parties hereto agree that these activities are for advisory, consultive and deliberative purposes and thus, exempt from OPRA or any other similar law.

Governmental Authority. Prior to the initial entry upon the Premises, Entrant shall advise anyone acting on behalf of Entrant, including the Permitted Parties, of the terms of this confidentiality provision and their obligation to be bound by it. This confidentiality provision shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.

10. Indemnification. Except to the extent that any of the following arise in whole or in part from (i) any mere discovery by Entrant or any of Permitted Parties of any pre-existing conditions at the Premises, (ii) any diminution in the value of the Premises as a consequence of the results revealed by any tests, inspections, examinations and/or investigations, or (iii) the gross negligence or willful misconduct of the Owner Parties or any other person or entity granted rights of use and occupancy through Owner, Entrant shall indemnify, defend and hold the Owner Parties harmless from and against all claims, liabilities, actual losses, penalties, damages (excluding punitive, consequential, special, or indirect damages) and actual out-of-pocket costs, including, without limitation, reasonable third-party legal, engineering and other professional or expert fees and expenses, which are caused by Entrant and/or the Permitted Parties' Activities on the Premises. Except to the extent that any personal injury or property damage arises in whole or in part from the gross negligence or willful misconduct of the Owner Parties, Entrant releases and covenants not to sue the Owner Parties with respect to any personal injury or property damage suffered by Entrant, any of the Permitted Parties, their respective employees, representatives, agents and/or any third party, resulting directly or indirectly, wholly or partly, from the breach of this Agreement or the Activities of Entrant or the Permitted Parties or both. This Section 10 shall survive the termination of this Agreement for a period of one (1) year.

11. Notices. Except for the notices provided pursuant to Section 7 of this Agreement, all notices or other communications required or permitted hereunder shall be in writing, and shall be given by any nationally recognized overnight delivery service with proof of delivery, or by e-mail (provided that such e-mail is confirmed by the sender by expedited delivery service in the manner previously described), sent to the intended addressee at the addresses set forth below, or to such other addresses or to the attention of such other persons as the addressee will have designated by written notice sent in accordance herewith. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement will be as follows:

If to Owner:

Township of West Orange

Attention: James P. Abbott, Interim Business Administrator
66 Main Street
West Orange, New Jersey 07052
Email: jabbott@westorange.org

with a copy to:

Trenk Isabel Siddiqi & Shahdanian P.C.

Attention: Richard Trenk, Esq.
290 W. Mt. Pleasant Ave., Suite 2350

Livingston, New Jersey 07039
Email: rtrenk@trenkisabel.law

and:

Wilentz, Goldman & Spitzer, P.A.
Attention: Robert Beckelman
90 Woodbridge Center Drive
Suite 900, Box 10
Woodbridge, New Jersey 07095
Email: rbeckelman@wilentz.com

If to Entrant:

Donald M. Epstein,
MDGA – West Orange Downtown Redevelopment, LLC
c/o Matrix Development Group
3 Centre Drive
Monroe Township, New Jersey 08831
depstein@matrixcompanies.com

with a copy to:

Francis J. Giantomasi, Esq.
Chiesa Shahinian & Giantomasi PC
105 Eisenhower Parkway
Roseland, New Jersey 07068
fgiantomasi@csglaw.com

Notices given by (i) overnight delivery service as aforesaid shall be deemed received and effective on the first Business Day following such dispatch and (ii) e-mail as aforesaid (including but not limited to sending a copy of the e-mail via overnight courier) shall be deemed given at the time and on the date of the e-mail provided same is sent prior to 4:00 p.m. (Eastern Time) on a Business Day (if sent later, then notice shall be deemed given on the next Business Day). Notices may be given by counsel for the parties described above, and such notices shall be deemed given by said party for all purposes hereunder.

12. Termination.

(a) Owner shall have the right to terminate this Agreement, with or without cause, and without any liability to Entrant, upon written notice to Entrant following the termination of negotiations for the potential purchase of the Premises by Entrant or its affiliate.

(b) This Agreement and the right of access shall automatically terminate on the earliest of: (a) the date that is forty-five (45) days after the date hereof; (b) the date of the parties' mutual execution and delivery of a purchase agreement for the Premises; and (c) the date of Owner's delivery of a written notice to Entrant terminating this Agreement.

13. Survival. Except as otherwise expressly set forth herein, the obligations imposed upon Entrant shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.

14. Cumulative Rights. Nothing contained herein shall constitute a waiver of any rights that Owner may have against Entrant.

15. Choice of Law. This Agreement shall be governed by the laws of the State of New Jersey. The parties acknowledge that this Agreement has been executed and delivered in the State of New Jersey, and the parties submit to the jurisdiction of the courts of the State of New Jersey.

16. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No change, addition or modification to this Agreement shall be effective unless signed in writing by all parties.

17. Prohibition on Assignment. Entrant and the Permitted Parties shall not assign any rights or delegate any responsibility imposed under this Agreement.

18. References. In all references in this Agreement to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender and number as the text of this Agreement may require.

19. Binding Nature. This Agreement shall be binding upon Entrant, its successors and permitted assigns, and shall inure to the benefit of Owner, its successors and assigns.

20. Counterparts. This Agreement may be executed in multiple counterparts, each of which, when assembled to include a signature for each party contemplated to sign this Agreement, will constitute a complete and fully executed agreement. All such fully executed counterparts will collectively constitute a single agreement. The delivery of an executed counterpart of this Agreement via electronic means, such as e-mail, shall be as legally binding on the party so delivering same as the delivery of a counterpart bearing an original signature.

21. Prohibition on Recordation. Entrant shall not record this Agreement.

22. Exculpation. Neither the direct or indirect members, managers, employees or agents of Owner or Entrant, nor the shareholders, officers, directors, employees or agents of any of them shall be liable under this Agreement and all parties hereto shall look solely to the assets of Owner or Entrant, as applicable, for the payment of any claim or the performance of any obligation by Owner or Entrant, as the case may be.

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first written above.

OWNER:

TOWNSHIP OF WEST ORANGE

a body corporate and politic of the State of New Jersey

By: _____

Name:

Title:

[Signatures continue on the following page.]

ENTRANT:

By: _____
Name: _____
Title: Authorized Signatory

SCHEDULE 1
DEFINED TERMS

“Activities” has the meaning ascribed to such term in Section 3 of this Agreement.

“Agreement” has the meaning ascribed to such term in the heading.

“Business Day” means any day other than a Saturday, Sunday or a day on which national banking associations are authorized or required to close.

“Confidential Information” has the meaning ascribed to such term in Section 10 of this Agreement.

“Entrant” has the meaning ascribed to such term in the heading of this Agreement.

“Environmental Laws” mean all applicable federal, state and local laws, ordinances, rules, regulations, codes or orders, including, without limitation, any requirement imposed under any permits, licenses, judgments, decrees, agreements or recorded covenants, conditions, restrictions or easements, the purpose of which is to protect the environment, human health, public safety or welfare, or which pertain to Hazardous Materials.

“Governmental Authority” means the federal, state, county or municipal government, and any department, agency, bureau or other similar type body obtaining authority therefrom or created pursuant to any Environmental Laws and having jurisdiction over the Premises.

“Hazardous Materials” means any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, processing, treatment, storage, disposal, transportation, spill, or release is regulated, monitored, or subject to reporting by any governmental authority, including, but not limited to, hydrocarbons, petroleum, gasoline, asbestos containing materials, crude oil or any products or byproducts thereof.

“Owner” has the meaning ascribed to such term in the heading of this Agreement.

“Owner Parties” means, collectively, (1) Owner; (2) Owner’s property manager (if any); (3) any direct or indirect owner of any beneficial interest in Owner; and (4) any officer, director, employee, representative or agent of Owner, Owner’s property manager, or any direct or indirect owner of any beneficial interest in Owner.

“Parties” has the meaning ascribed to such term in the heading of this Agreement.

“Permitted Parties” has the meaning ascribed to such term in the recitals of this Agreement.

“Premises” has the meaning ascribed to such term in the recitals of this Agreement.

Hendricks Appraisal Company, LLC

SEVEN HUTTON AVENUE, WEST ORANGE, NEW JERSEY 07052 • 973-736-5656-7 • FAX 973-736-2364



**REAL ESTATE
APPRAISALS
& RESEARCH**

MARK E. HENDRICKS, CRE, FRICS, CTA, SCGRE
ANITA M. HENDRICKS, SCGRE
JEFFREY R. HENDRICKS, CTA, SCGRE (RETIRED)

NEW JERSEY STATE CERTIFIED
GENERAL REAL ESTATE APPRAISERS

ROBERT W. HENDRICKS, MAI, CRE, SCGRE
(1923-2000)

DELIBERATIVE MATERIALS WORK PRODUCT FOR ATTORNEY-CLIENT USE ONLY

November 27, 2023

Robert Beckelman, Esq.
Wilentz, Goldman & Spitzer, PA
90 Woodbridge Center Drive - Suite 900
Woodbridge, New Jersey 07095

**Re: Consulting Assignment
Downtown West Orange Redevelopment
Various Municipal Owned Properties
Ashland Avenue, Lakeside Avenue & Babcock Place
Block 64, Lots 3,22,25,27,28,30,31,32,33,34,34.01
Block 115, Lots 15 & 16 & Block 116.02, Lot 12
West Orange, New Jersey**

Dear Mr. Beckelman:

In accordance with your request, I have prepared this consulting assignment in connection with the above captioned properties. The purpose of this assignment is to convey my conclusions as to the highest and best use as well as an estimate of value for the properties. Please note that this document is not to be construed as a formal appraisal report as it does not conform to the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP).

The properties which are the subject of this assignment are situated within the West Orange Downtown Redevelopment Plan which was originally established in March 2003. The plan has been amended several times with the most recent being the fourth (4th) amendment dated September 12, 2021. For reference purposes, I have attached copies of the original plan and fourth amendment to this document.

In connection with this assignment, I have carefully reviewed the redevelopment plan and amendment in the analysis of highest and best use for the properties. It is recognized that the redevelopment plan as amended indicates the primary intended use of the properties is to redevelop with a motion picture studio, there is little data available which can be utilized in a determination that this would be the highest and best use. Therefore, based on a review of legally permitted alternate uses as specified within the redevelopment plan, I have concluded that residential multi-family development of the parcels is the highest and best use.

It is important to note that the determination of highest and best use does not preclude nor foreclose development with a motion picture studio complex. Rather, in the absence of sufficient market data to support such a use, the most logical and probable (alternate) use as multi-family development has been concluded.

This consulting assignment has been prepared based on the following extraordinary and hypothetical assumptions*:

- *That the subject parcels are unencumbered with any adverse environmental contamination or conditions which would limit, restrict or preclude development of the properties to their highest and best use as discussed herein.*
- *That the cost of demolition of any existing improvements is reasonably similar to the estimated costs included herein.*
- *That any and all required permits or other regulatory approvals would be granted once complete and proper application has been made.*

According to the information provided to this appraiser, the following properties are included with this assignment:

Block 64, Lots 3, 22, 25, 27, 28, 30, 31, 32, 33, 34 and 34.01 - These parcels are typically located along the east side and rear of Ashland Avenue and based on a review of the tax maps and discussions with the client, the parcels contain in the aggregate, contain approximately 121,097 square feet or 2.78 acres. The parcels are very irregular in shape making any future development difficult and expensive. The properties are all located within the redevelopment plan area designated as E-LR - Edison Loft Residential. A review of the plan reveals that this zone will permit 65 units per acre up to a maximum of 130 individual residential units. It has also been noted that Block 64, Lot 25 is currently improved with a vacant one and two story masonry and steel industrial garage building containing approximately 4,101 square feet. I have estimated the cost of demolition herein based on the Core Logic/Marshall & Swift manual at \$10.00 per square foot or \$40,000.00 (rounded) herein.

Block 116.02, Lot 12 - This parcel is an unimproved, fence enclosed vacant lot located along Babcock Place. The parcel contains approximately 7,750 square feet or 0.1779 acres. As instructed, this parcel has not been recognized in the analysis contained herein and is only included for reference purposes.

Continued . . .

Block 115, Lot 15 - This parcel has frontage along Babcock Place, Lakeside Avenue, Watchung Avenue and Columbia Street. The parcel comprises an area of approximately 393,521 square feet or 9.034 acres. The site is currently improved with a one and part two story masonry and steel industrial building containing approximately 197,932 square feet and formerly occupied by Barton Press. The improvement has been vacant for a protracted period of time and is in an advanced state of physical deterioration offering no contributory value to the land. In this regard, I have estimated the cost of demolition herein based on the Core Logic/Marshall & Swift manual at \$10.00 per square foot or \$1,980,000.00.

Block 115, Lot 16 - This parcel has frontage along Lakeside Avenue and Watchung Avenue. It is currently improved with two (2) structures - a one story masonry and steel Department of Public Works facility containing approximately 45,430 square feet. The second structure is a one story masonry and frame municipal animal shelter containing 2,500 square feet. Additional site improvements include a covered fueling station (for municipal vehicles) with observed above grade fuel storage tanks, substantial macadam paving and chain link fence. The site contains approximately 134,165 square feet or 3.080 acres. As instructed, I have viewed the parcel as vacant land and in that regard, have estimated the costs of demolishing the existing on-site improvements at \$10.00 per square foot or \$480,000.00.

All of the subject parcels within Block 115 and 116.02 are located in the redevelopment plan area designated as E-MR - Edison Mixed-Use and excluding Block 116.02, Lot 12 and a portion of Block 115, Lot 15 are also located within the FSOD (Film Services Overlay District). A review of the plan reveals that in addition to a film studio, the zone will also permit multi-family residential development with a density of 60 units per acre. Based on the aggregate land area of approximately 12.114 acres, these parcels have a maximum permitted development density of approximately 726 individual units based on the provisions, regulations and requirements of the E-MR and FSOD overlay district.

In connection with the preparation of this consulting assignment, I have researched a number of comparable sales within West Orange, including the recent acquisition of several subject parcels, as well as sales located within other Essex County municipalities. I have considered current market and economic conditions as well as the location and physical features of the subject property in my analysis. As such, the sales required adjustments, both positive and negative, for differences in time-market conditions, location and physical characteristics when compared with the subject parcels. As required, I have retained complete information and my individual analysis of each sale within the work file for this assignment.

A summary of each of the land sales considered along with a brief discussion of each has been included below and on the following page.

555 Northfield Avenue, West Orange, Essex County, New Jersey

Date: February 13, 2018 Sale Price: \$3,900,000.00 Acres: 2.3431

Reflects Per Acre: \$1,664,462.00 Block: 168 Lots: 26 & 28

Comments:

Conveyed without development approvals. The purchaser had operated the former Turtle Brook Inn (as the Avenue Hotel) prior to securing development approvals. On October 17, 2019, approvals to demolish former Turtle Brook Inn and develop the site with 70 residential units, a detached 11,000 square foot day care center facility and a multi-level parking garage were granted. The purchaser was responsible for the cost of demolition as well as any site remediation expense. Following adjustments for time-market conditions, location and physical disparities, an adjusted value of \$998,677.00 per acre is indicated.

374-376 Crane Street, Orange, Essex County, New Jersey

Date: January 8, 2019 Sale Price: \$4,800,000.00 Acres: 1.9048

Reflects Per Acre: \$2,519,949.00 Block: 2702 & 2703 Lots: 1, 6, 8

Comments:

The property was conveyed with development approvals for a 208 unit residential development. The approvals also included a multi-level parking garage with a 302 car capacity. The site comprises approximately 1.9048 acres. The project when completed, will have a long-term PILOT as well as RAB funding. The purchaser was responsible for all costs involved with demolition-site clearing as well as environmental remediation expenses. Following adjustments for differences in time, location and physical features, an adjusted value of \$1,385,972.00 per acre is indicated.

588-594 Washington Avenue, Belleville, Essex County, New Jersey

Date: September 9, 2020 Sale Price: \$750,000.00 Acres: 0.4039

Reflects Per Acre: \$1,856,895.00 Block: 9001 Lots: 29 & 30

Comments: The property was conveyed with approvals for a 20 unit residential development. The purchaser assumed all costs involved with demolition-site clearing and environmental remediation expenses. Following comparative adjustments for time, location and physical characteristics, an adjusted value of \$928,447.00 per acre is indicated.

Continued . . .

45-53 Washington Avenue, Belleville, Essex County, New Jersey

Date: October 4, 2022 Sale Price: \$1,100,000.00 Acres: 0.43078
Reflects Per Acre: \$2,553,508.00 Block: 7503 Lot: 15
Comments: The property was conveyed with development approvals for a seven (7) story mixed-use building consisting of 81 residential units and grade level retail space. The purchaser assumed all costs involved with demolition-site clearing and environmental remediation expenses. Following adjustments for differences in time-market conditions, location and physical features, an adjusted per acre value of \$1,404,429.00 is reflected.

Lakeside Avenue, Ashland Avenue & Babcock Place, West Orange, Essex County, N.J.

Date: February 25, 2022 Sale Price: \$12,500,000.00 Acres: 10.4681
Reflects Per Acre: \$1,194,103.00 Block: 64 Lots: 22, 28, 30, 31, 32, 33, 34, 34.01
Block: 115 Lots: 15 & 17 Block: 116.02 Lot: 12
Comments: Subject parcels acquired by the Township of West Orange for redevelopment purposes and in connection with the resolution of pending litigation, etc. Nonetheless, the sale is regarded as relevant for analysis purposes and has been given limited consideration herein. Following downward adjustment for time-economic conditions, it reflects an adjusted \$1,074,693.00 per acre.

Analysis:

The adjusted sales range from \$928,447.00 to \$1,404,429.00 per acre with a mid-range or median found at \$1,158,444.00 per acre. Based on the aggregate of all of the sales data and with greatest weight given to the recent acquisition of several subject parcels as noted above, I have accepted a value of \$1,160,000.00 per acre for the subject parcels.

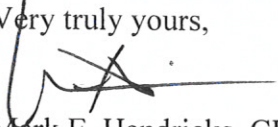
It should also be noted that those subject parcels located within Block 64 and comprising approximately 2.78 acres are extremely irregular in shape which will result in significantly greater development costs when compared with other parcels. In this regard, I have applied an additional downward adjustment of 25% to the indicated per acre value noted above in recognition of the foregoing.

Continued . . .

Block 115, Lots 15 & 16	
12.114 Acres @ \$1,160,000.00	Say \$14,055,000.00
Less demolition costs (Barton Press)	
197,932 Square Feet @ \$10.00	Say \$ 1,980,000.00
Less demolition costs (DPW Improvements)	
47,930 Square Feet @ \$10.00	Say \$ 480,000.00
Total Indicated Value	Say \$11,595,000.00
Block 64, Lots 3, 22, 25, 27, 28, 30, 31, 32, 33, 34, 34.01	
2.780 Acres @ \$1,160,000.00 X 75.00%	Say \$ 2,420,000.00
Less demolition costs (Block 64, Lot 25)	
4,101 Square Feet @ \$10.00	Say \$ 40,000.00
Total Indicated Value	Say \$ 2,380,000.00

I appreciate the opportunity to provide this consulting assignment. If you have any questions, or if I can be of further assistance, please do not hesitate to contact me.

Very truly yours,


Mark E. Hendricks, CRE, FRICS, CTA, SCGRE
Hendricks Appraisal Company, LLC
Real Estate Appraisals, Research & Consulting

***Extraordinary Assumption:** "An assignment specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. **Comment:** Uncertain information might include physical, legal, or economic characteristics of the subject property, or conditions external to the property such as market conditions or trends, or about the integrity of the data used in an analysis. (USPAP 2020-2021 Edition)."

***Hypothetical Condition:** "A condition which is presumed to be true when it is known to be false (SVP). A condition directly related to a specific property assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results., but is used for the purpose of analysis. **Comment:** Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of the data used in an analysis (USPAP, 2020-2021 ed.)."

Source - Dictionary of Real Estate Appraisal - Seventh (7th) Edition - Published by the Appraisal Institute - 2022.

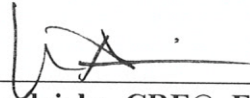
I certify that, to the best of my knowledge and belief:

- the statements of fact contained in this document are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this document and I have no personal interest or bias with respect to the parties involved.
- Unless specifically noted herein, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this document within the three year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this document or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- this document has not been based on a requested minimum valuation, a specific valuation or the approval of a loan.
- my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this document.

CERTIFICATION

Page 8

- I have made a personal inspection of the property that is the subject of this document. The physical inspection of the property was conducted by Mark E. Hendricks, CRE, FRICS, CTA, SCGREA.
- the appraiser certifies that he is experienced in the valuation and analysis of this type of property and is in compliance with the Competency Rule of the Uniform Standards of Professional Appraisal Practice (USPAP).
- unless otherwise noted and acknowledged, no one provided significant professional assistance to the person(s) signing this document.



Mark E. Hendricks, CRE®, FRICS, CTA, SCGREA (#RG0923)
New Jersey State Certified General Real Estate Appraiser
Hendricks Appraisal Company, LLC
Real Estate Appraisals, Research & Consulting

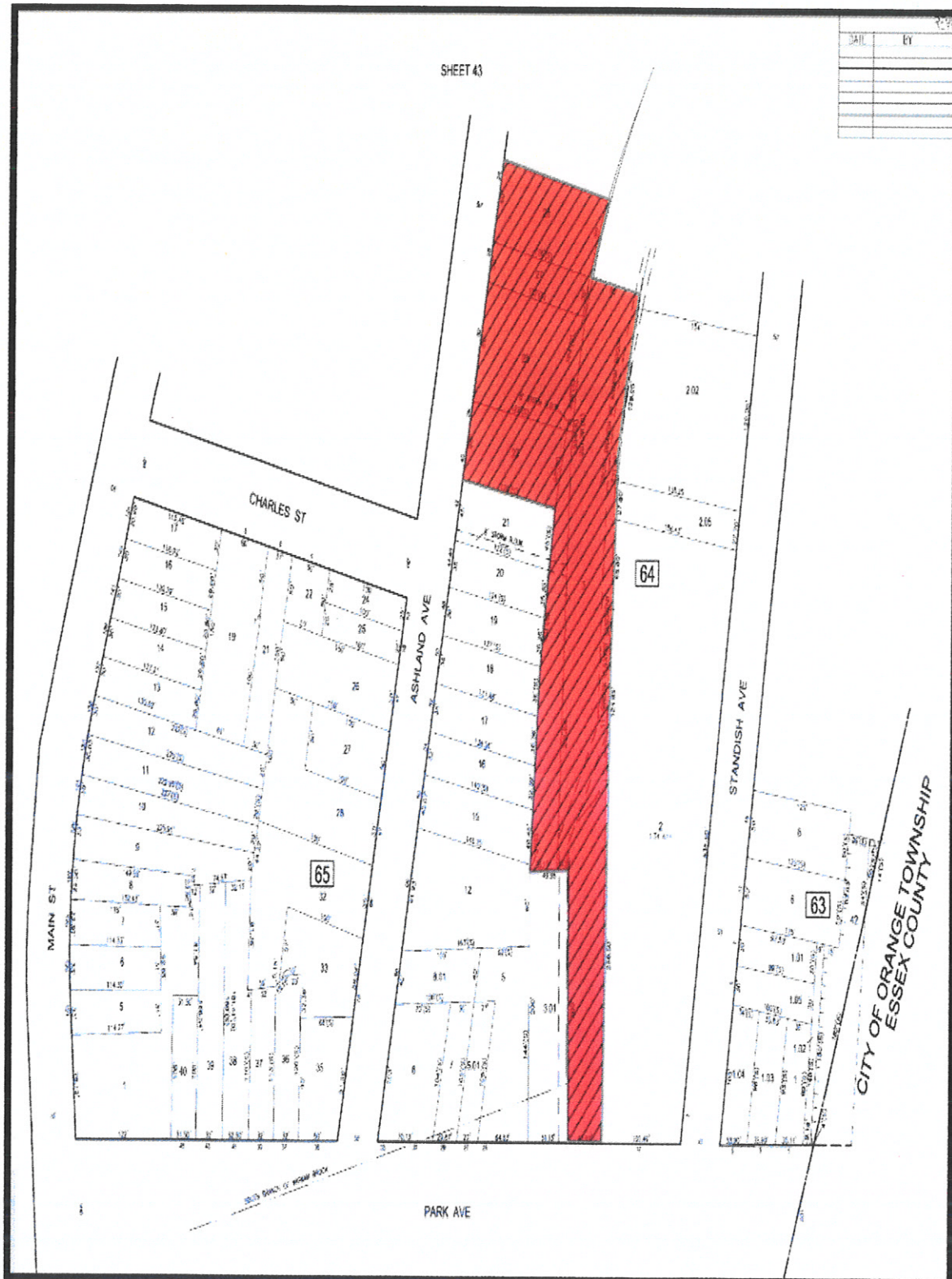
Hendricks Appraisal Company, LLC
Real Estate Appraisals, Research & Consulting
Hutton Park Professional Building

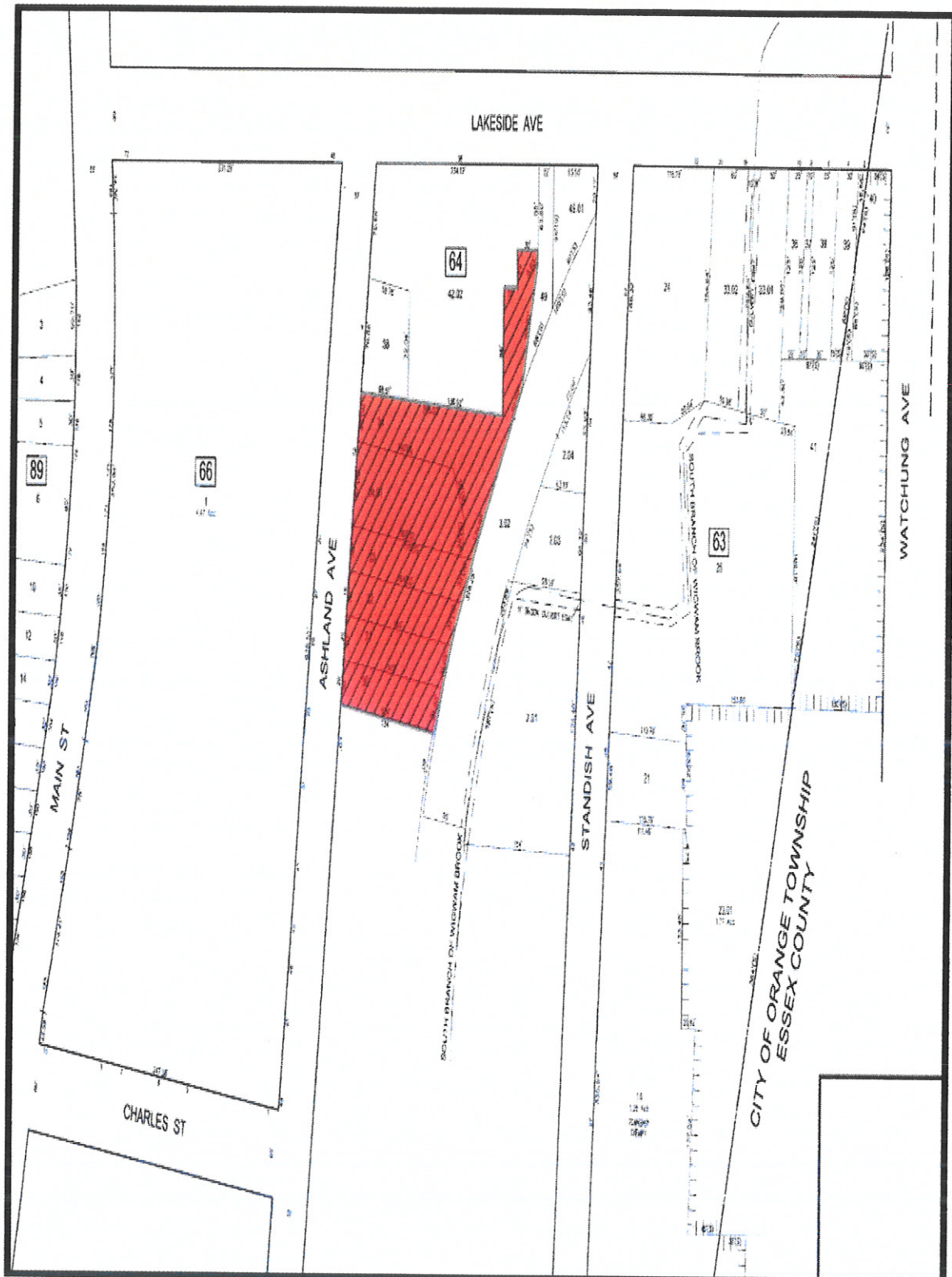




Municipal Tax Map
Block 64, Lots 3, 22, 25, 27, 28

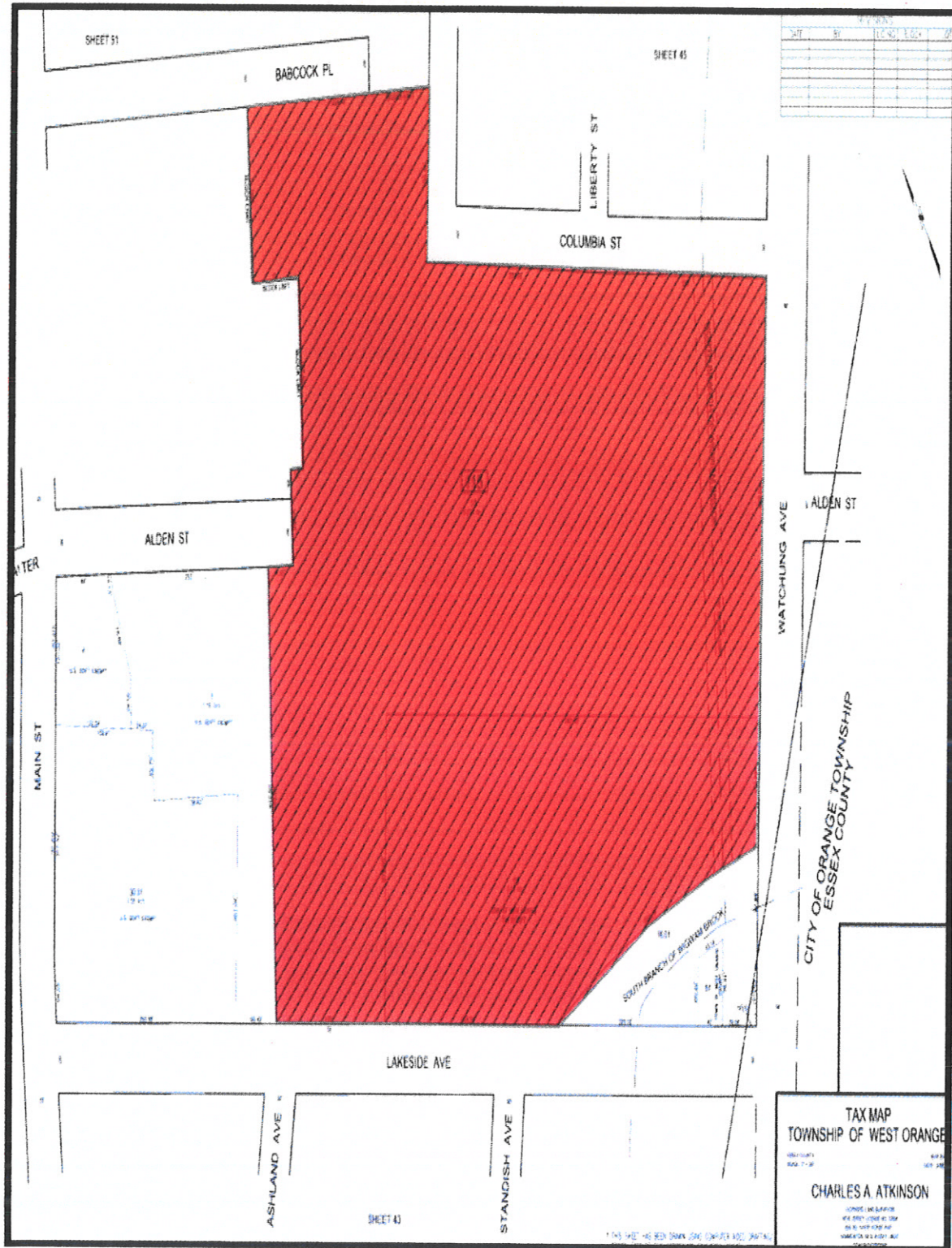
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Municipal Tax Map
Block 115, Lots 15 & 16

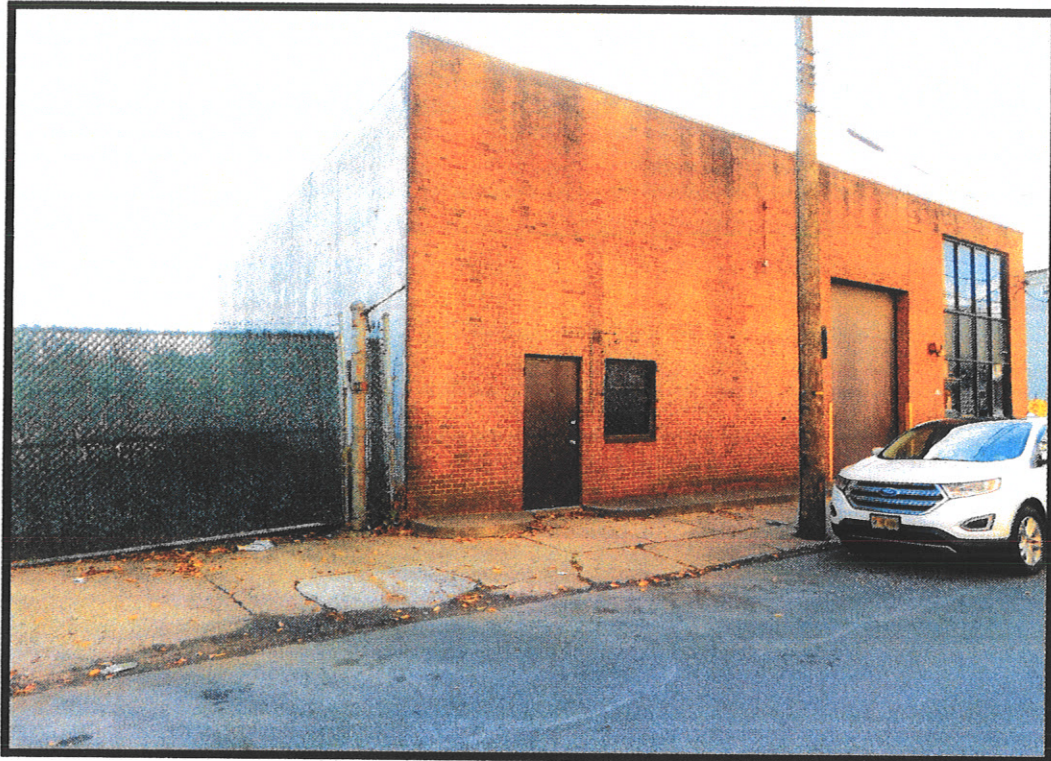
Page 12





Views of Block 64, Lots 3, 22 & 25





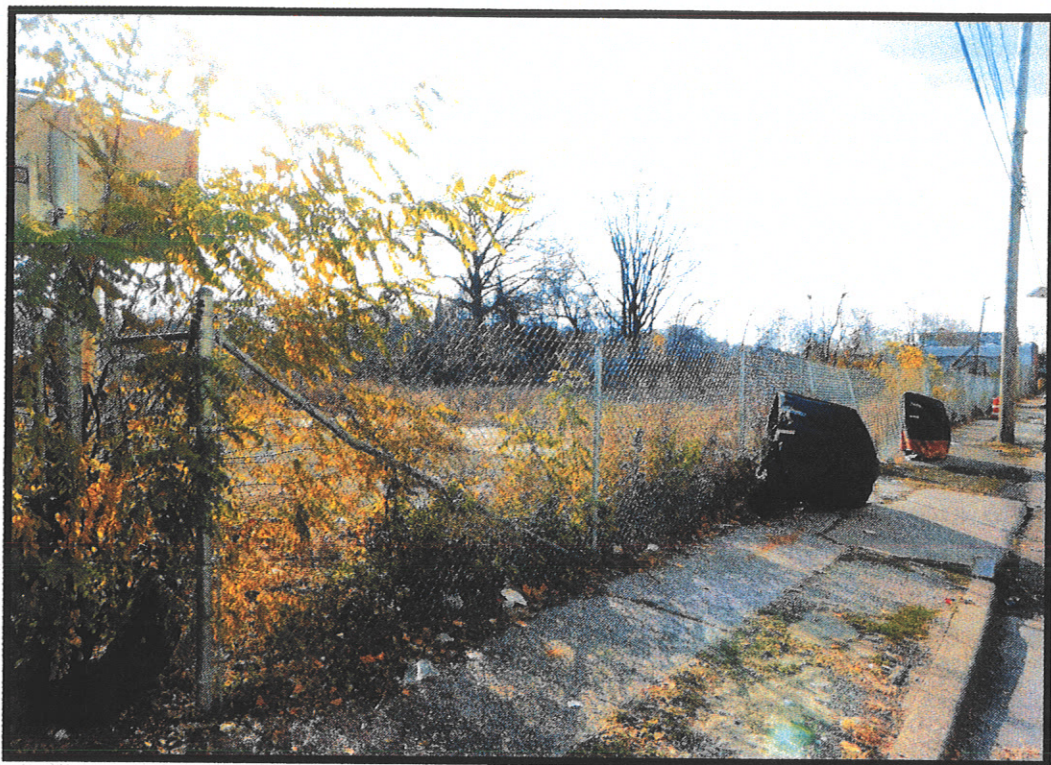
Views of Existing Improvements - Block 64, Lot 25





Views of Block 64, Lots 27-34





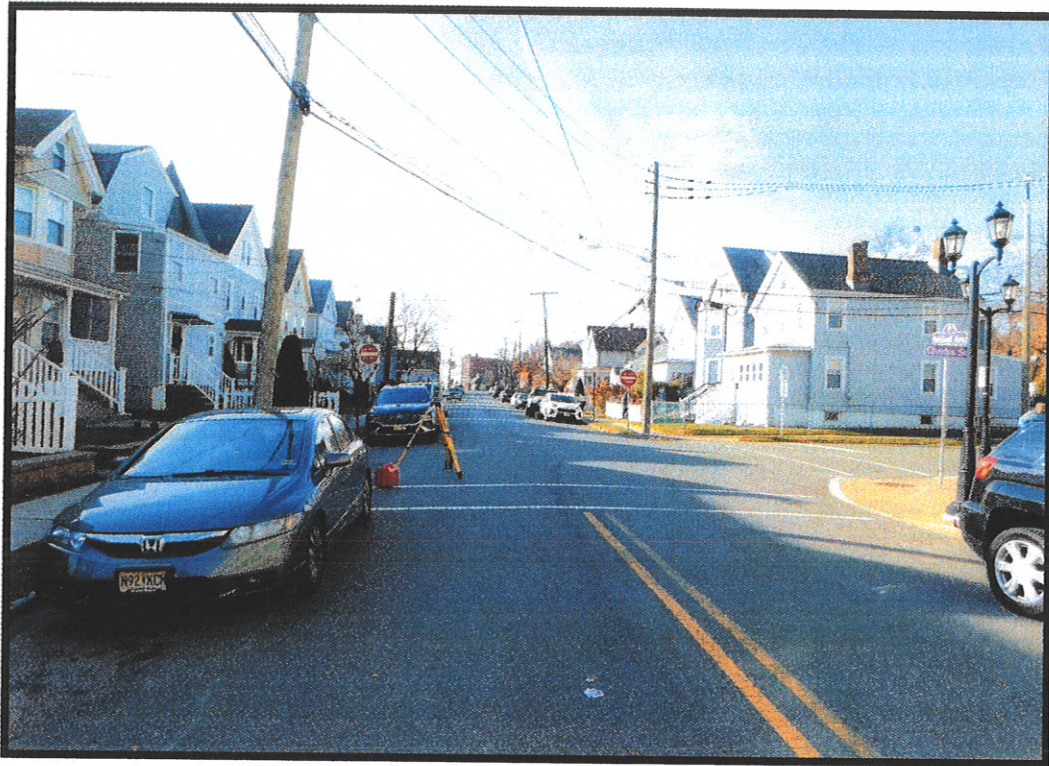
Views of Block 64, Lots 27-34





Views of Block 64, Lots 30-34





Views Along Ashland Avenue





Department of Public Works & Parking Area - Block 115, Lot 16





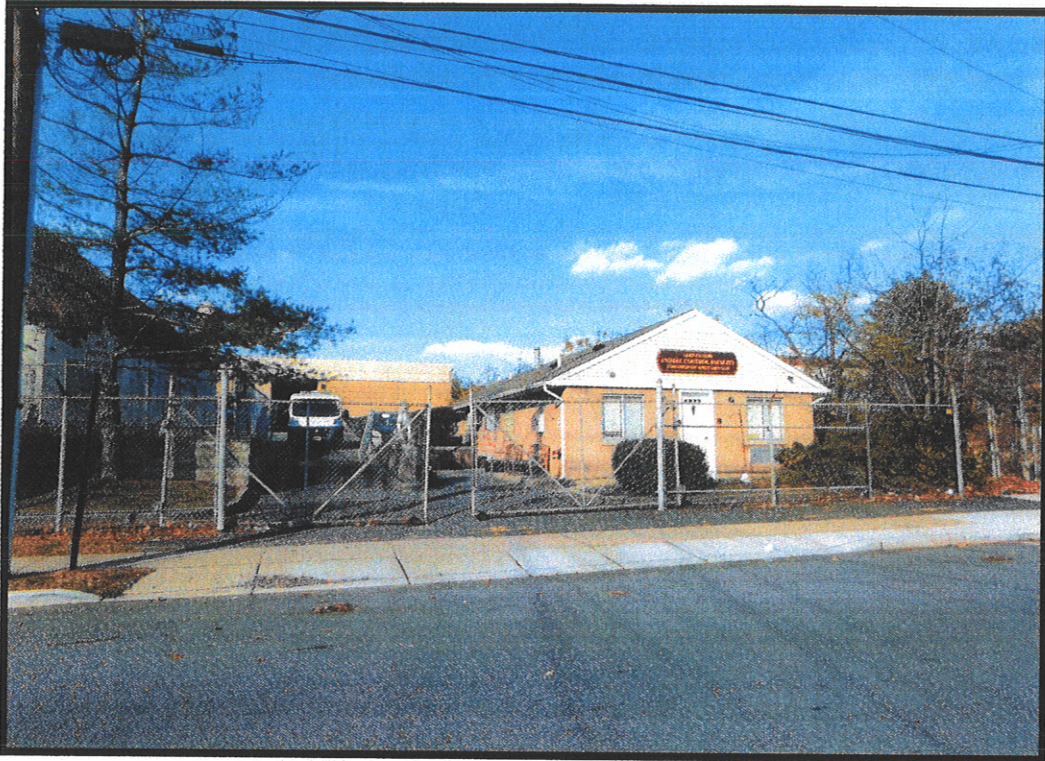
Additional Views of DPW Facility - Block 115, Lot 16





Views of DPW Property - Block 115, Lot 16



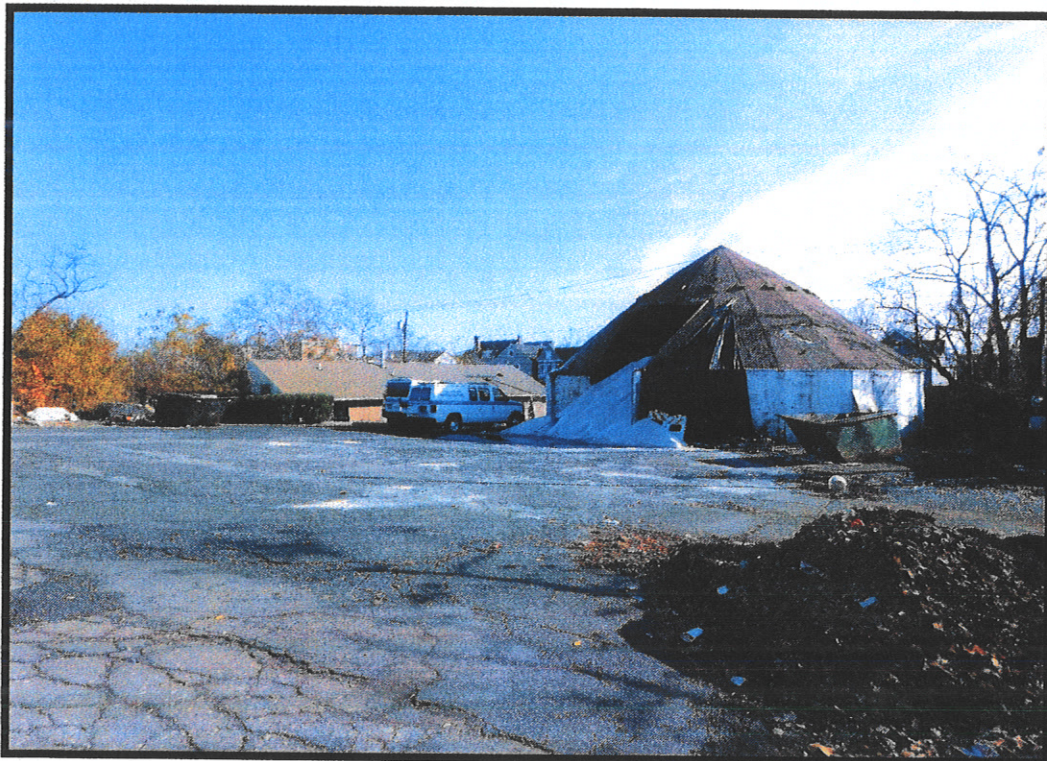


Views of Animal Shelter - DPW Property - Block 115, Lot 16





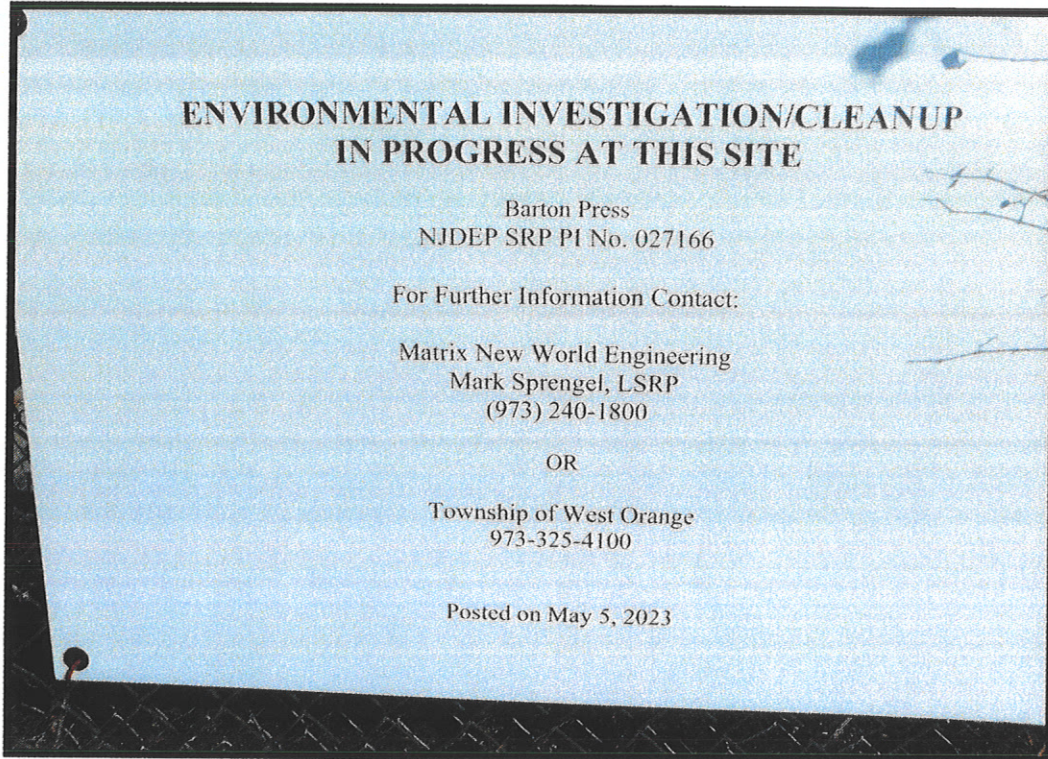
View of Covered Fuel Station & Salt Dome - DPW Property - Block 115, Lot 16





Views Along Lakeside Avenue





View of Environmental Notice and Parking Area - Block 115, Lot 15





View of Entrances - Lakeside Avenue and Watchung Avenue Block 115 Lot 15





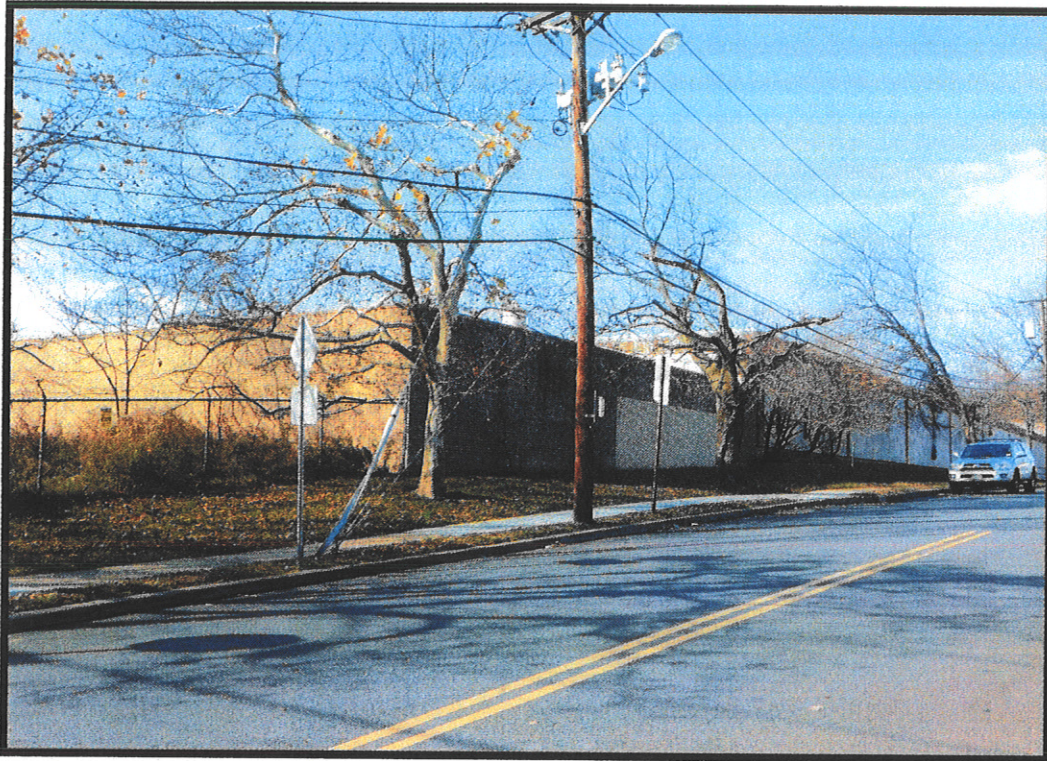
Views of Existing Improvements - Block 115, Lot 15 (Barton Press)





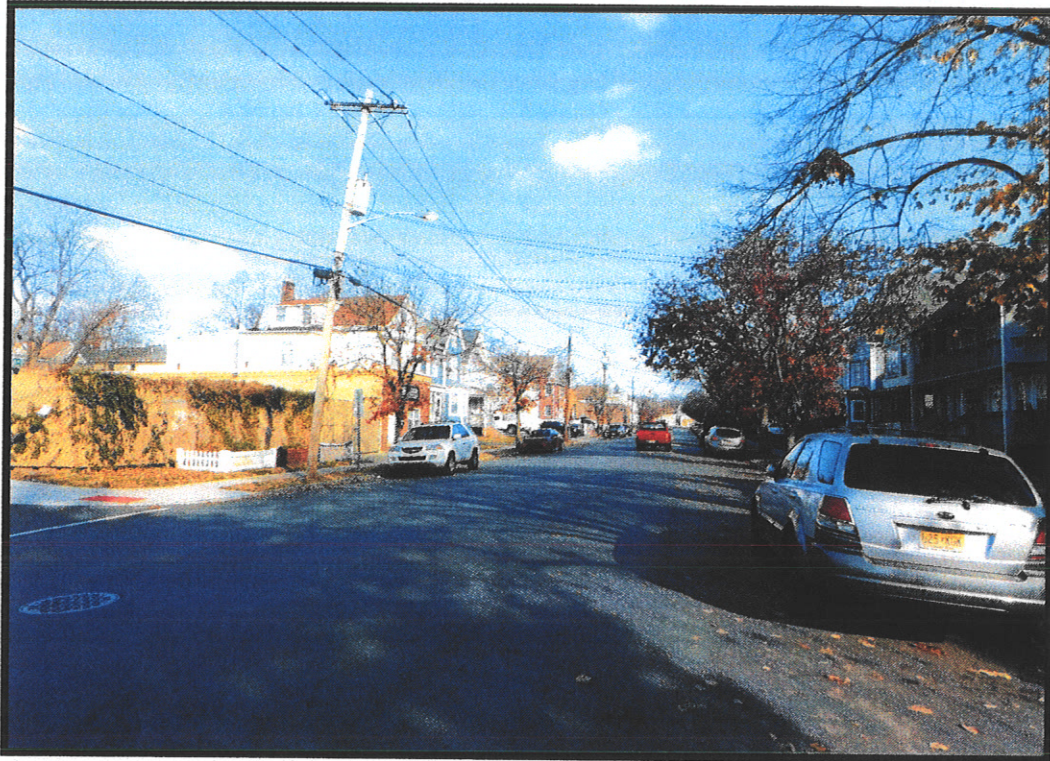
Views of Existing Improvements - Block 115, Lot 15 (Barton Press)





Views of Existing Improvements - Block 115, Lot 15 (Barton Press)





Views Along Watchung Avenue





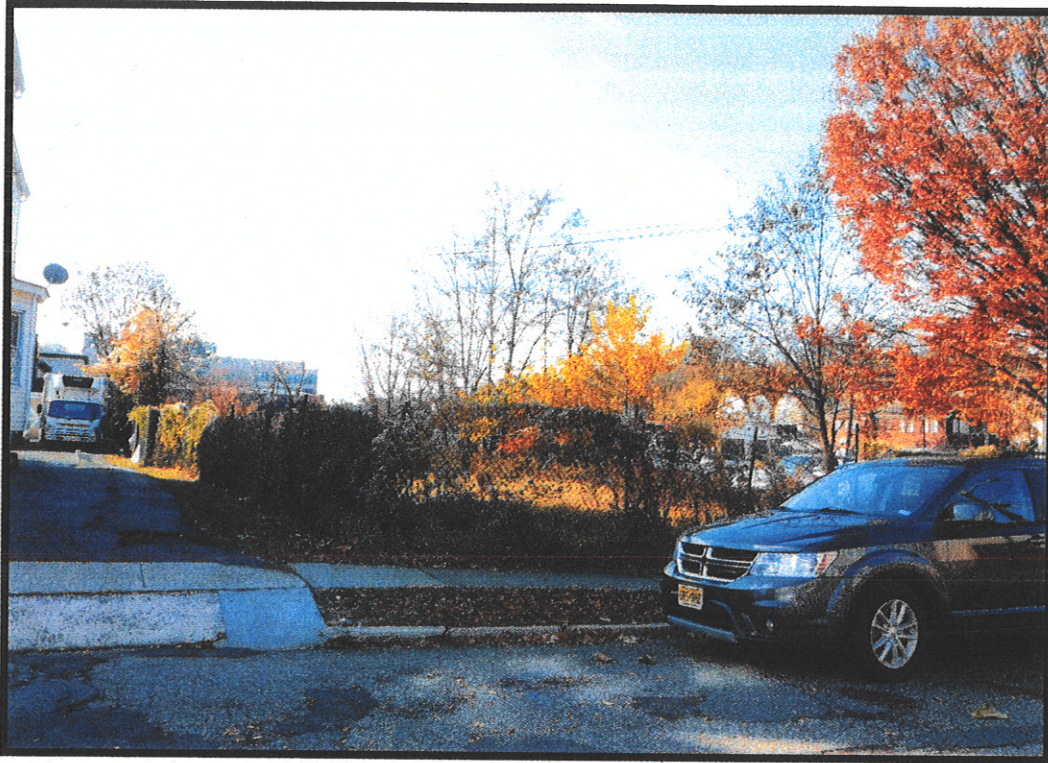
Views of Block 115, Lot 15 (Barton Press) Along Babcock Place





View of Hazard Sign on Block 115, Lot 15 & Along Babcock Place





View of Block 116.02, Lot 12 (Excluded From Analysis) & Along Babcock Place

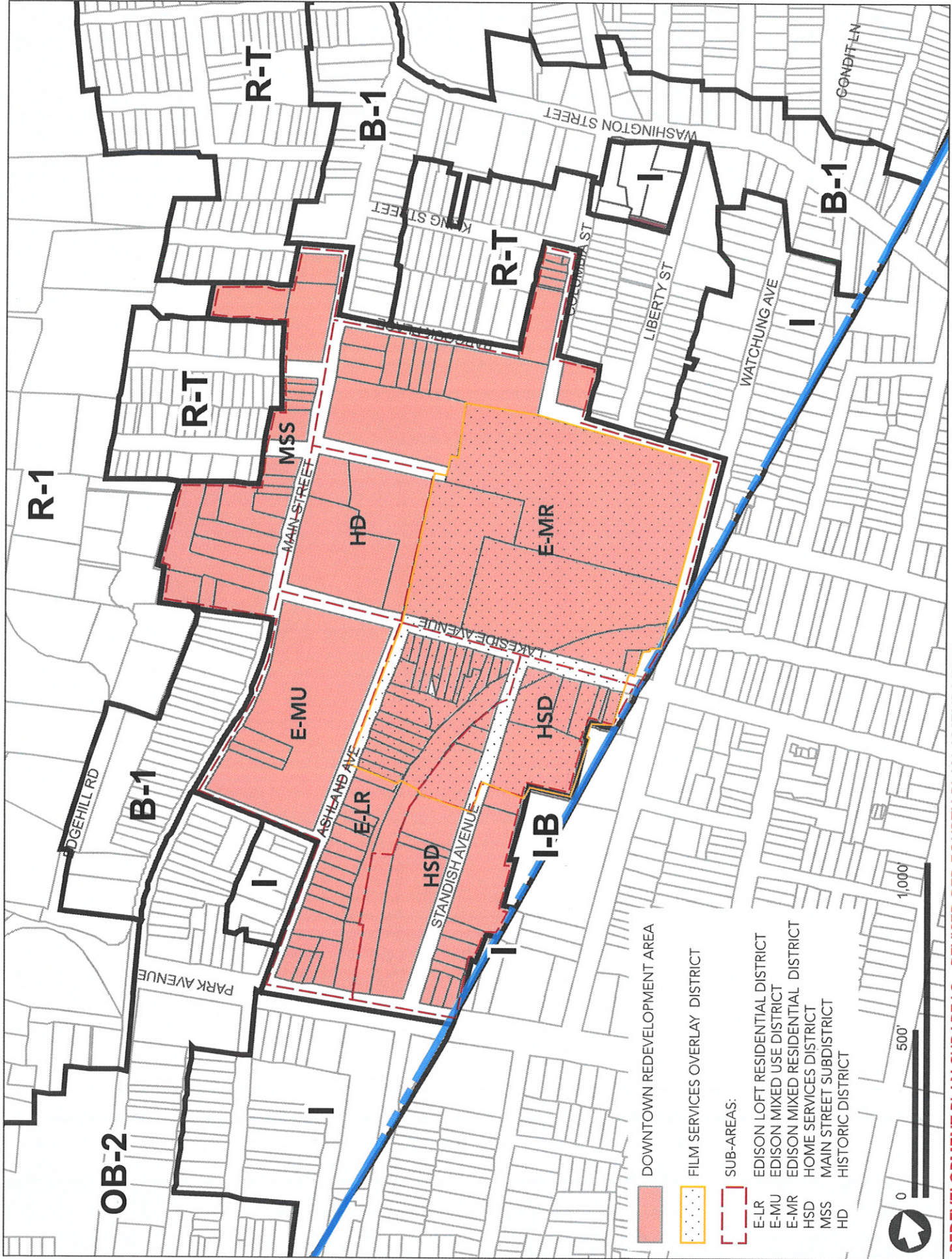


ADDENDA

* * * * *



**REAL ESTATE
APPRAISALS
& RESEARCH**



Fourth Amendment to Downtown Redevelopment Plan
Township of West Orange, New Jersey

September 12, 2021

Prepared for:
Township of West Orange

Prepared by:
Phillips Preiss Grygiel Leheny Hughes LLC
Planning and Real Estate Consultants

33-41 Newark Street
Third Floor, Suite D
Hoboken, NJ 07030

The original of this report was signed and sealed in accordance with N.J.S.A. 13:41-1.2

A handwritten signature in black ink, appearing to read "Paul Grygiel", is written over a horizontal line.

Paul Grygiel, AICP, PP
New Jersey Professional Planner License # 5518

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I. INTRODUCTION

The “Amendments to Downtown Redevelopment Plan” adopted August 15, 2006 (the “First Amendment”), amended the March 2003 Downtown Redevelopment Plan (the “Original Plan”). The “Second Amendment” was adopted March 6, 2007, and the “Third Amendment” was adopted in 2010.

This “Fourth Amendment” amends and restates the First, Second and Third Amendments and further modifies the Original Plan. The Original Plan together with the Second, Third and Fourth Amendments comprise and are referred to herein as the “Plan” or the “Redevelopment Plan.” To the extent not inconsistent with this Fourth Amendment, the terms of provisions of the Original Plan, First Amendment, Second Amendment and Third Amendment shall continue in effect and are incorporated herein.

II. OBJECTIVES

This Fourth Amendment amends zones of the Redevelopment Plan by creating one new overlay zone (the Film Services Overlay District (FSOD)) and modifying the regulations of the Edison Mixed Residential (E-MR) zone.

The FSOD will diversify the use mix and economic base of West Orange, while also providing for film production activities adjacent to the location of the world's first film production studio, the Black Maria, which was on the grounds of what is now the Thomas Edison National Historical Park.

The regulations of the E-MR are being modified to encourage appropriate residential development, in order to further address the Township's affordable housing obligations.

The Redevelopment Plan will continue to promote the principles of a mixed-use community with a variety of housing choices and commercial uses; to provide pedestrian-friendly streets and public rights-of-way; and further the redevelopment of this section of the Township.

III. ADMINISTRATIVE PROVISIONS

A. GENERAL

The Redevelopment Plan shall supersede the applicable provisions of the Township of West Orange Land Use Regulations Ordinance (the “Zoning Ordinance”). Any zoning question that is not addressed herein shall refer to the Zoning Ordinance for clarification. No variance from the requirements herein shall be cognizable by the Zoning Board of Adjustment. The Planning Board shall have the sole authority to grant deviations from the requirements of the Redevelopment Plan, as provided below. Upon final adoption of this Fourth Amendment by the Municipal Council of the Township of West Or-

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ange, the Zoning Ordinance and Zoning Map shall be amended to rezone the properties rezoned herein to conform with the provisions of the Redevelopment Plan as amended hereby, and all underlying zoning shall be voided, except as otherwise specifically provided herein.

All development within the Downtown Redevelopment Area shall be consistent with the guidelines, standards and requirements of the Redevelopment Plan. The regulations and controls in the Redevelopment Plan may be implemented, where applicable, by appropriate covenants, or other provisions, or through agreements for land deposition and conveyances executed thereto.

No building or structure shall be constructed over public rights-of-way or easements, without the prior, written approval of the Municipal Engineer and site plan approval has been approved by the Planning Board.

Prior to the commencement of any new construction, reconstruction, or rehabilitation of any existing structure or property change of use; a site plan for such shall be submitted by the developer or property owner to the Planning Board for review, so that compliance of such plans with the Redevelopment Plan can be determined. No Building Permit shall be issued for any work requiring site plan review within the Area, without prior site plan review and approval of such work by the Planning Board. Regular maintenance and minor repair shall not require Planning Board review.

The provisions of the Redevelopment Plan specifying the redevelopment of the project area and the requirements and restrictions with respect thereto shall be in effect for a period of thirty (30) years from the date of approval of the Original Plan by the Township of West Orange Municipal Council.

This Fourth Amendment and any subsequent amendments hereto shall not alter or extend this period of duration, unless specifically extended by such subsequent amendments.

Site plan review shall be conducted by the Planning Board pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. As part of the site plan review, the Planning Board may require that the applicant provide additional studies, data and analyses that are not referenced in the Plan but are reasonably needed for an informed review. Such additional information may include, but is not limited to, parking and traffic studies, fiscal impact analyses, and sanitary and storm sewer investigations to determine the adequacy of the respective utilities.

Any subdivision of lots and parcels of land within the Area shall be in accordance with the requirements of the Plan and any plan amendments.

Pursuant to the New Jersey Local Redevelopment and Housing Law (LRHL) at N.J.S.A. 40A:12A-7, the Redevelopment Plan is required to include proposed locations for public electric vehicle charging infrastructure in a manner that appropriately connects with an essential public charging network.

B. DEVIATIONS

The Planning Board may grant deviations from the regulations contained within the Original Plan as amended, including by the Fourth Amendment, subject to the scope and limitations set forth below,

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without such deviations being considered an amendment to this Redevelopment Plan requiring action by the Township pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. Such deviations may be granted wherever, by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions, pre-existing structures or physical features uniquely effecting a specific piece of property, the strict application of any area, yard, bulk or design objective or regulation adopted pursuant to the Redevelopment Plan, would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon, the developer of such property.

The Planning Board may also grant a deviation from the regulations contained within the Redevelopment Plan related to a specific piece of property where the purposes of the Redevelopment Plan would be advanced by such deviation from the strict application or the benefits of granting the deviation would outweigh any detriments.

The Planning Board may grant exceptions or waivers from the design standards associated with site plan or subdivision approval as may be reasonable and within the general purpose and intent of the provisions for site plan review and/or subdivision approval if the literal enforcement of one or more provisions is impracticable or would exact undue hardship because of peculiar conditions pertaining to the site.

No deviations from the regulations contained in the Redevelopment Plan shall be granted if such deviation would 1) result in permitting or expanding a use that is not a permitted use within the Area, 2) result in an increase in the maximum permitted height of greater than ten percent, or 3) result in an increase of the permitted density within the Area. An application requesting a deviation from the requirements of the Redevelopment Plan shall provide public notice of such application in accordance with the public notice requirements set forth in N.J.S.A. 40:55D-12 a and b.

If any word, phrase, clause, section or provision of this document shall be found by a court of competent jurisdiction to be invalid, illegal or unconstitutional, such word, phrase, clause, section or provision shall be deemed severable and the remainder of the ordinance shall remain in full force and effect.

C. PLAN TERMINOLOGY AND DEFINITIONS

Throughout this Redevelopment Plan, a conscious distinction is made in the regulations between “shall” and “should.”

- “Shall” means that a redeveloper is required to comply with the specific regulation, without any deviations, other than those deviations that may be permitted by the Planning Board, as hereinafter provided.
- “Should” means that a redeveloper is encouraged to comply but is not required to do so.

The definitions set forth in the Zoning Ordinance of the Township of West Orange shall apply to this Redevelopment Plan. If a term used in this Redevelopment Plan is not defined in the Zoning Ordinance,

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nance, the definition in the Municipal Land Use Law or the Local Redevelopment and Housing Law shall apply.

As used in this Redevelopment Plan, the following term shall have the meaning indicated:

Film and video production campus: one or more parcels utilized for the creation of motion pictures, television shows and other video content and visual media. Multiple uses shall be permitted on such a campus, including stages, rehearsal spaces, offices, workshops, storage, food service and other uses related or incidental to facilitation of the primary use of the facility.

Except as otherwise provided herein, words not defined above that appear in this Redevelopment Plan shall be interpreted in accordance with “Definitions” section in the Township’s Zoning Ordinance as set forth in Section 25-4.

IV. AFFECTED PROPERTIES

The attached map shows the zoning of all properties within the Redevelopment Area as set forth in this Fourth Amendment. Table 1 lists the properties, by tax map block and lot number, which are affected by this Fourth Amendment by being placed in a different redevelopment zoning district.

TABLE 1 – PROPERTIES REZONED BY THE FOURTH AMENDMENT TO THE DOWNTOWN REDEVELOPMENT PLAN

BLOCK	LOTS	GENERAL LOCATION / COMMENT
63	24, 25, 33.01, 33.02, 36, 37, 38, 39, 41	East of Standish Avenue and south of Lakeside Avenue Added to Film Services Overlay District
64	2.01, 2.03, 2.04, 3.02, 28, 30, 31, 32, 33, 34, 34.01, 38, 42.02, 49, 49.01	East of Ashland Avenue, south of Lakeside Avenue and west of Standish Avenue Added to Film Services Overlay District
115	15 (portion), 16, 16.01, 51	North of Lakeside Avenue, west of Watchung Avenue, south of Columbia Street Added to Film Services Overlay District
116.02	1.01	Rezoned from E-C to E-MR

V. DISTRICT LAND USE REGULATIONS

Table 2 provides the land use regulations for the newly-created redevelopment zone overlay district.

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TABLE 2 - LAND USE REGULATIONS FOR THE FILM SERVICES OVERLAY DISTRICT

FSOD Film Services Overlay District	Requirements
Permitted uses	Film and video production campus Theater Accessory uses for the above principal uses
Maximum building height	6 stories / 75 feet
Bulk standards	Minimum setback from public streets: • 10 feet from Columbia Street and Watchung Avenue • 0 feet from any other street, except that any portion of a building above 45 feet in height shall be setback a minimum of 10 feet from Ashland Avenue, as measured from the right-of-way Minimum setback from other lot lines: • 10 feet from a subdistrict boundary • 0 feet from an interior lot line Maximum building coverage: 85% of the entire area of the subdistrict Maximum impervious coverage: 100%
Parking/loading standards	A minimum of one parking space shall be provided for every 2,000 feet of gross floor area Adequate off-street loading space shall be provided

The Township may vacate one or more public streets within the Redevelopment Area for a film production campus.

Table 3 provides the amended land use regulations for the Edison Mixed Residential zone district.

TABLE 3 – AMENDED LAND USE REGULATIONS FOR THE EDISON MIXED RESIDENTIAL ZONE

E-MR Edison Mixed Residential Zone	Requirements
Permitted uses	One and two-family homes Multi-family residential including townhouses and mid-rise apartments. Retail commercial on Block 116.02, Lot 1.01. Accessory uses for the above principal uses.
Maximum residential density	See specifics below
Maximum building height	See specifics below
Maximum impervious coverage	See specifics below
Minimum building setbacks	See specifics below

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Minimum parking	Multifamily residential: in accordance with RSIS requirements including de minimis exceptions authorized in N.J.A.C. 5:21-3.1. Nonresidential: in accordance with the requirements of the Zoning Ordinance.
Single Association Bulk Standards:	Where a residence or group of residences is governed or to be governed by a Single Association, then the Bulk Standards affecting such particular type of units shall be superseded by the Standards for a Single Association.
Bulk Standards for One and Two Family Residences:	
Minimum lot size	One Family: 7,500 square feet Two Family: 10,000 square feet
Minimum lot width	One Family: 50 feet Two Family: 75 feet
Minimum front yard	Prevailing average as determined by averaging adjacent houses on block front. Where no building average exists the minimum setback shall be 25 feet or 10 feet from the public right of way where no front yard parking is provided.
Minimum setback from all other property lines	5 feet
Maximum residential density	As determined by minimum lot area requirements
Maximum building coverage	40% or 60% if governed by a single association subject to the Single Association Bulk Standards.
Maximum lot coverage	55% or 80% if governed by a single association, subject to the Single Association Bulk Standards.
Maximum building height	2 ½ stories / 35 feet or 3 ½ stories / 42 feet if governed by a single association, subject to the Single Association Bulk Standards.
Bulk Standards for Townhouses and Multifamily Structures	
Minimum lot size	None
Minimum lot width	None
Minimum front yard	0 feet, except any portion of a building above 45 feet in height shall be setback a minimum of 10 feet, as measured from the right-of-way
Minimum setback from all other property lines	5 feet
Maximum residential density	60 dwelling units per acre
Maximum building coverage	50% or 60% if governed by a single association, subject to the Single Association Bulk Standards.
Maximum lot coverage	80% Excluding there from all abutting public streets and

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	right of ways.
Maximum building height	Townhouses: 3 stories / 40 feet Other multifamily: 6 stories / 75 feet
Single Association Bulk Standards	
Qualifications	Where a group of buildings, or cluster of units, or different units relate to a common association which association control such properties through a RCC (Restrictive Covenants and Conditions) or similar plan governing the use and enjoyment of such properties, then the following bulk standards shall supersede the standards applicable for the specific type of unit set forth herein.
Minimum lot size	One Family: None Two Family: None
Minimum lot width	One Family: None Two Family: None
Minimum front yard	Prevailing average as determined by averaging adjacent houses on block front. Where no building average exists the minimum setback shall be 25 feet or 10 feet from the public right of way where no front yard parking is provided.
Maximum building coverage	60%
Maximum lot coverage	80%
Maximum building height	3 ½ stories / 42 feet
Streetscape	Street benches to the extent that there is ample room along the right of way, and period lighting consistent with the historic character of the area shall be incorporated into the streetscape design in a manner as prescribed by the Original Plan.

VI. DESIGN OBJECTIVES AND REQUIREMENTS

The General Standards and Prohibitions, New Building Design, Parking Structure Design Requirements, and Landscape, Lighting and Open Space, remain the same as in the Second and Third Amendments, except that the requirement for trees within surface parking areas shall be amended to read as follows:

“Landscaped plans shall be submitted for detailed planting within surface parking area. In surface parking areas with 30 or more parking spaces, there shall be a minimum of one tree plus ground level planting for each 10 parking stalls, which may be provided within and/or on the perimeter of the parking area. The maximum length of a single row of parking spaces

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shall be 20 spaces, at which point a landscaped area with a minimum width of eight feet shall be provided.”

In addition, electric vehicle charging stations shall be incorporated throughout the Redevelopment Area, with all developments offering designated spaces as an amenity to employees, customers, and visitors when any one of the following occurs: (1) a new building with a new or existing off-street parking facility is developed; (2) an addition or improvement to an existing building is made that increases the size of the principal structure by more than 50 percent; or (3) the parking capacity of an existing building, site, or parking facility is increased by more than 50 percent. The required number of charging stations shall be two percent of the total number of parking spaces on a property, with any fractional spot being rounded up to the nearest whole number.

VII. SIGNAGE REQUIREMENTS

Signage requirements remain unchanged from that of the Original Plan and the previous Amendments.

VIII. ACQUISITION PLAN

The acquisition plan remains unchanged from that of the Original Plan and the previous Amendments, except that the tables and maps showing the properties to be acquired are hereby specifically amended to (1) exclude any properties that have been fully-developed pursuant to the Redevelopment Plan and obtained a certificate of completion and certificate of occupancy and (2) to add the following to the list of properties to be acquired:

- Block 63, Lot 24
- Block 63, Lot 25
- Block 63, Lot 33.01
- Block 63, Lot 33.02
- Block 63, Lot 36
- Block 63, Lot 37
- Block 63, Lot 38
- Block 63, Lot 39
- Block 63, Lot 41
- Block 64, Lot 42.02

IX. RELOCATION

Remains unchanged from that of the Original Plan and the previous Amendments.

X. AFFORDABLE HOUSING REQUIREMENTS

Pursuant to the April 6, 2020 Settlement Agreement between the Township of West Orange and Fair Share Housing Center, 44 low- and moderate-income family rental dwelling units were to be constructed within the Redevelopment Area as part of proposed residential development. It is the objective and intent of this Redevelopment Plan that the 44 units will be developed in the portions of the E- MR and E-LR Zones that are not included within the FSOD Overlay District.

In addition, once the required 44 affordable dwelling units are constructed, any additional multifamily residential development consisting of five or more dwelling units shall provide low- and moderate-income housing on-site or elsewhere in the Township. The number of affordable units to be provided shall be 20 percent of the residential units in the development. The provisions of this section shall not apply to residential expansions, additions, renovations, replacement, or any other type of residential development that does not result in a net increase in the number of dwellings of five or more.

All affordable housing shall comply with the regulations of Section 25-18 of the Zoning Ordinance and other applicable requirements.

XI. RELATIONSHIP TO DEFINITE LOCAL OBJECTIVES

The Redevelopment Plan sets forth definite local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements. The following information supplements this section of the Original Plan and the previous Amendments by stating that the Redevelopment Plan is consistent with the most recent Master Plan reexamination and plan element updates adopted in 2019.

In addition, the Redevelopment Plan provides proposed locations for public electric vehicle charging infrastructure within the Redevelopment Area in a manner that appropriately connects with an essential public charging network. There are no existing affordable housing units within the redevelopment area, meaning no replacement units are specifically proposed as part of this Redevelopment Plan. However, the Redevelopment Plan does mandate the provision of low- and moderate-income dwelling units as a proportion of new residential development and therefore will address this objective.

XII. RELATIONSHIP TO MUNICIPAL DEVELOPMENT REGULATIONS

Remains unchanged from that of the Original Plan and the previous Amendments, except that the zoning districts in the Redevelopment Area will be superseded by the Redevelopment Plan Subareas map in this Fourth Amendment.

XIII. RELATIONSHIP TO OTHER PLANS

A. RELATIONSHIP TO MASTER PLANS OF ADJACENT MUNICIPALITIES

The Township of West Orange is bordered by nine municipalities: Essex Fells, Livingston, Maplewood, Millburn, Montclair, Orange, Roseland, South Orange and Verona. However, none of these communities directly abuts the Redevelopment Area. Further, the Redevelopment Plan provides for the redevelopment of previously developed properties in an area already served by infrastructure and transit. Therefore, the Redevelopment Plan would not have any impact on adjacent municipalities.

A comparison of the Redevelopment Plan as amended, including by this Third Amendment, to the Zoning Ordinance and Master Plan for the City of Orange shows that there is a mix of land uses on both sides of the Orange/West Orange municipal boundary to the east of the redevelopment area, including residential, industrial and commercial. Zone districts on the Orange side of the border include the CDA – Mixed Use zone, which is intended to phase out heavy industrial use and replace it with light industrial, residential and commercial uses, and the A-2 One, Two and More Residential Zone, which is intended for variety of housing types at moderate densities. The 2018 Orange Master Plan proposes changing these zone districts to the MX2 – Mixed-Use Mid-Density Residential & Commercial and R2 1 & 2 Family Residential zones, respectively. It also notes the uses along the border in both municipalities are consistent with and complement each other.

B. RELATIONSHIP TO THE ESSEX COUNTY MASTER PLAN

Although the County of Essex does not have a current Master Plan, the redevelopment of a section of West Orange well-served by existing infrastructure generally is considered consistent with the land use planning goals of the Essex County Planning Board.

C. RELATIONSHIP TO THE STATE DEVELOPMENT AND REDEVELOPMENT PLAN

The New Jersey State Development and Redevelopment Plan (SDRP) was originally adopted in 1992. The purpose of the SDRP according to the State Planning Act at N.J.S.A. 52:18A-200(f) is to:

“Coordinate planning activities and establish Statewide planning objectives in the following areas: land use, housing, economic development, transportation, natural resource conservation, agriculture and farmland retention, recreation, urban and suburban redevelopment, historic preservation, public facilities and services, and intergovernmental coordination.”

A revised version of the plan was adopted by the State Planning Commission in 2001. While required by the State Planning Act to be revised and re-adopted every three years, the SDRP has only been re-adopted once during the 25 years since its original adoption. A new State Strategic Plan (SSP) has been proposed as the revision to the 2001 SDRP but has not been adopted as of 2021.

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This Redevelopment Plan is thoroughly consistent with the SDRP and the draft SSP, as it epitomizes the smart growth principles set forth in both documents. In particular, the Redevelopment Plan promotes the reuse of developed property in an area well served by infrastructure and transit and is located proximate to highways and other transportation networks. The policies advanced in this Redevelopment Plan are consistent with the policies for Metropolitan Planning Areas (PA-1), which encourage efficient use of existing resources in urbanized areas. This Redevelopment Plan therefore furthers the goals, strategies and policies of the SDRP and the proposed SSP.

**AMENDMENTS TO DOWNTOWN REDEVELOPMENT PLAN
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY**

July 31, 2006

Prepared by:

**Peter G. Steck, P.P., A.I.C.P.
Professional Planner
NJ License # 1776**

Signature

Date

**Stuart Portney, P.P.
Professional Planner
NJ License # 2619**

Signature

Date

The original copy of this report was signed and sealed in accordance with N.J.S.A. 45:14A-1 et. seq. and regulations pursuant to N.J.A.C. 13:41-1.3.

I. INTRODUCTION

In response to an April 13, 2006 solicitation of development concepts for the West Orange Downtown Redevelopment Area, the Township of West Orange has become aware of alternate development possibilities and wishes to incorporate some of these alternatives into the Downtown Redevelopment Plan. This document embodies the desired amendments to the March 2003 Downtown Redevelopment Plan.

II. OBJECTIVES FOR REDEVELOPMENT PLAN AMENDMENTS

To promote the principles of a mixed-use community with a variety of housing choices and commercial uses; to provide pedestrian friendly streets and public rights-of-way; to minimize automobile use by maximizing the appeal of mass transit; to provide adequate parking for all proposed uses, while encouraging reduced automobile use and shared use parking solutions; and to support the historic and architectural integrity of the community.

III. ADMINISTRATIVE PROVISIONS

The March 2003 Downtown Redevelopment Plan ("Plan") and the current amendments to the 2003 Redevelopment Plan ("Plan Amendments") shall supersede the applicable provisions of the Township of West Orange Land Development Ordinance. Any zoning related question that is not addressed herein shall refer to the Zoning Ordinance for clarification. No variance from the requirements herein shall be cognizable by the Zoning Board of Adjustment. The Planning Board alone shall have the authority to grant deviations from the requirements of the Plan and Plan Amendments, as provided below. Upon final adoption of these Plan Amendments by the Municipal Council of the Township of West Orange, the West Orange Land Development Ordinance and Zoning Map shall be amended to rezone the area covered by the Plan and Plan Amendments, and all underlying zoning will be voided.

All development within the Redevelopment Area shall be consistent with the guidelines, standards, and requirements of the Plan and Plan Amendments, as applicable.

The regulations and controls in the Plan and Plan Amendments may be implemented, where applicable, by appropriate covenants, or other provisions, or through agreements for land disposition and conveyances executed thereto.

No building or structure shall be constructed over public rights-of-way or easements, without the prior, written approval of the Municipal Engineer and site plan approval by the Planning Board. No building or structure shall be constructed in the bed of a mapped street unless such street has been vacated by an act of the Municipal Council and the site plan has been approved by the Planning Board.

Prior to the commencement of any new construction, reconstruction, or rehabilitation of any existing structure; a site plan for such shall be submitted by the developer or property owner to the Planning Board for review, so that compliance of such plans with the Plan and Plan Amendments can be determined. No Building Permit shall be issued for any work requiring site plan review within the Area, without prior site plan review and approval of such work by the Planning Board. Regular maintenance and minor repair shall not require Planning Board review.

The provisions of the Plan specifying the redevelopment of the project area and the requirements and restrictions with respect thereto shall be in effect for a period of thirty (30) years from the date of approval of the Plan by the Township of West Orange Municipal Council. These Plan Amendments and subsequent amendments hereto shall not alter or extend this period of duration, unless specifically extended by such subsequent amendments.

Site plan review shall be conducted by the Planning Board pursuant to N.J.S.A. 40:55D-1 et. seq. The Planning Board may require additional studies, analyses and requirements of the site plan applicant that are not spelled out in the Plan and Plan Amendments, including but not limited to, parking and traffic studies, fiscal impact analyses, and sanitary and storm sewer investigations to determine the adequacy of the respective utilities.

Any subdivision of lots and parcels of land within the Redevelopment Area shall be in accordance with the requirements of the Plan and Plan Amendments.

The Planning Board may grant deviations from the regulations contained within the Plan and Plan Amendments, where subject to the scope and limitations set forth below, without such deviations being considered and an amendment to this Redevelopment Plan requiring action by the Township pursuant to the Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et. seq. wherever, by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions, pre-existing structures or physical features uniquely affecting a specific piece of property, the strict application of any area, yard, bulk or design objective or regulation adopted pursuant to the Plan and Plan Amendments, would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon, the developer of such property.

The Planning Board may also grant a deviation from the regulations contained within the Plan and Plan Amendments related to a specific piece of property where the purposes of the Plan and Plan Amendments would be advanced by such deviation from the strict application of the applicable Plan and Plan Amendment requirements; and the benefits of granting the deviation would outweigh any detriments.

The Planning Board may grant exceptions or waivers from design standards, from the requirements for site plan or subdivision approval as may be reasonable and within the general purpose and intent of the provisions for site plan review and/or subdivision approval within the Plan and Plan Amendments, if the literal enforcement of one or more provisions is impracticable or would exact undue hardship because of peculiar conditions pertaining to the site. No deviations may be granted under the terms of this section unless such deviations can be granted without resulting in substantial detriment to the public good and will not substantially impair the intent and purpose of the Redevelopment Plan and Plan Amendments.

No deviations may from the regulations contained in the Plan and Plan Amendments shall be granted which will without an amendment to this Plan, if such deviation would result in permitting or expanding a use that is not a permitted use within the Redevelopment Area, an increase in the maximum height of greater than ten (10%) percent or an increase in the permitted density of that permitted within the Redevelopment Area. An application requesting a deviation from the requirements of the Plan and Plan Amendments shall provide public notice of such application in accordance with the public notice requirements set forth in N.J.S.A. 40:55D-12.a & b.

If any word, phrase, clause, section or provision of this document shall be found by a court of competent jurisdiction to be invalid, illegal or unconstitutional, such word, phrase, clause, section or provision shall be deemed severable and the remainder of the ordinance shall remain in full force and effect.

IV. AFFECTED PROPERTIES

Table I lists the properties, by tax map block and lot number, which are affected by the changes herein. Table I also generally describes the nature of the rezoning. As further clarification, Tables 1-A through 1-D list all of the properties in the Downtown Redevelopment Area and identifies the intended zoning changes.

TABLE I
PROPERTIES AFFECTED
BY THE AMENDED DOWNTOWN REDEVELOPMENT PLAN

BLOCK	LOTS	GENERAL LOCATION / COMMENT
64	3 (portion), 3.02, 21, 22, 23, 25, 27, 28, 29, 30, 31, 32, 33, 34, 34.01, 38, 40, 41, 42, 42.01, 44, 44.01, 45, 46, 47, 48, 49, 49.01, 50 and 51	East of Ashland Avenue and south of Lakeside Avenue. Rezoned from Infill Subzone, Parking Subzone and Home Services District to E-LR District.
66	1, 5, 7	East of Main Street, West of Ashland Avenue, South of Lakeside Avenue and north of Charles Street. Rezoned from Battery Building Subzone to E-MU.
115	15, 16, 16.01, 17 and 51	East of Alden Street, south of Babcock Place and Columbia Street, west of Watchung Avenue and north of Lakeside Avenue. Rezoned from Home Services District to E-MR.
116.02	1.01, 6, 8, 10, 12, 13, 14, 16 and 18	East of Main Street, south of Babcock Place and Columbia Street, west of Watchung Avenue and north of Lakeside Avenue. Rezoned from Main Street Subzone to E-C and E-MR Zones.
116	117, 118, 119 120, 121 and 121.01	West of Columbia Street. Rezoned from Infill Subzone and Rehab Option E-MR Zone.
116	116	Kling Street. Rezoned to permit surface parking.
117	15	East of Columbia Street. Rezoned from Infill Subzone to E-MR Zone.
64	3 (portion), 3.01, 5, 5.01, 7, 8, 8.01, 12, 15, 16, 17, 18, 19, and 20	East of Ashland Avenue, north of Park Avenue. Rezoned from Infill Subzone to E-LR Zone.
64	3 (portion)	Park Avenue. Rezoned from Infill Subzone to Home Services District.

* The Downtown Redevelopment Plan was recommended by the West Orange Planning Board in December of 2002 and adopted by the West Orange Township Council in March of 2003.

TABLE 1-A
ZONING FOR THE DOWNTOWN REDEVELOPMENT AREA

Block 63

BLOCK	LOT	STREET ADDRESS	ZONE	COMMENT
63	1	1 Park Avenue	Home Services District	No Change
63	1.01	7 Standish Avenue	Home Services District	No Change
63	1.02	Park Avenue	Home Services District	No Change
63	1.03	3 Park Avenue	Home Services District	No Change
63	1.04	5 Park Avenue	Home Services District	No Change
63	1.05	5 Standish Avenue	Home Services District	No Change
63	6	11 Standish Avenue	Home Services District	No Change
63	8	15 Standish Avenue	Home Services District	No Change
63	14	41-67 Standish Avenue	Home Services District	No Change
63	21	45 Standish Avenue	Home Services District	No Change
63	24	22 Lakeside Avenue	Home Services District	No Change
63	25	47 Standish Avenue	Home Services District	No Change
63	33	18-20 Lakeside Avenue	Home Services District	No Change
63	36	10 Lakeside Avenue	Home Services District	No Change
63	37	8 Lakeside Avenue	Home Services District	No Change
63	38	6 Lakeside Avenue	Home Services District	No Change
63	43	Lakeside Ave. / Standish	Home Services District	No Change

Block 64-Part

BLOCK	LOT	STREET ADDRESS	ZONE	COMMENT
64	2	17 Park Ave. / Standish	Home Services District	No Change
64	2.01	Standish Avenue	Home Services District	No Change
64	2.02	Standish Avenue	Home Services District	No Change
64	2.03	Standish Avenue	Home Services District	No Change
64	2.04	Standish Avenue	Home Services District	No Change
64	2.05	Standish Avenue	Home Services District	No Change
64	3	Park Avenue	E-LR	From Infill Sub
64	3.01	Park Avenue	E-LR	From Infill Sub
64	3.02	Standish Avenue	E-LR	From HSD
64	5	23-25 Park Avenue	E-LR	From Infill Sub
64	5.01	27 Park Avenue	E-LR	From Infill Sub
64	7	29 Park Avenue	E-LR	From Infill Sub
64	8	31-33 Park Avenue	E-LR	From Infill Sub
64	8.01	66 Ashland Avenue	E-LR	From Infill Sub
64	12	60 Ashland Avenue	E-LR	From Infill Sub
64	15	56 Ashland Avenue	E-LR	From Infill Sub
64	16	54 Ashland Avenue	E-LR	From Infill Sub
64	17	52 Ashland Avenue	E-LR	From Infill Sub
64	18	50 Ashland Avenue	E-LR	From Infill Sub
64	19	48 Ashland Avenue	E-LR	From Infill Sub
64	20	44-46 Ashland Avenue	E-LR	From Infill Sub

**TABLE 1-B
ZONING FOR THE DOWNTOWN REDEVELOPMENT AREA**

Block 64 - Continued

BLOCK	LOT	STREET ADDRESS	ZONE	COMMENT
64	21	42 Ashland Avenue	E-LR	From PSZ
64	22	40 Ashland Avenue	E-LR	From PSZ
64	23	38 Ashland Avenue	E-LR	From PSZ
64	25	30-32 Ashland Avenue	E-LR	From PSZ
64	27	28 Ashland Avenue	E-LR	From PSZ
64	28	26 Ashland Avenue	E-LR	From PSZ
64	29	24 Ashland Avenue	E-LR	From PSZ
64	30	22 Ashland Avenue	E-LR	From PSZ
64	31	20 Ashland Avenue	E-LR	From PSZ
64	32	18 Ashland Avenue	E-LR	From PSZ
64	33	16 Ashland Avenue	E-LR	From PSZ
64	34	8-10 Ashland Avenue	E-LR	From PSZ
64	34.01	12-14 Ashland Avenue	E-LR	From PSZ
64	38	4-6 Ashland Avenue	E-LR	From PSZ
64	40	44 Lakeside Avenue	E-LR	From PSZ
64	41	42 Lakeside Avenue	E-LR	From PSZ
64	42	40 Lakeside Avenue	E-LR	From PSZ
64	42.01	38 Lakeside Avenue	E-LR	From PSZ
64	44	36 Lakeside Avenue	E-LR	From PSZ
64	44.01	Lakeside Avenue - rear	E-LR	From PSZ
64	45	34 Lakeside Avenue	E-LR	From PSZ*
64	46	32 Lakeside Avenue	E-LR	From HSD*
64	47	30 Lakeside Avenue	E-LR	From HSD
64	48	28 Lakeside Avenue	E-LR	From HSD
64	49	26 Lakeside Avenue	E-LR	From HSD
64	49.01	24 Lakeside Avenue	E-LR	From HSD
64	50	Lakeside Avenue	E-LR	From HSD
64	51	Rear of Lakeside	E-LR	From PSZ

* Zoning Map in existing Redevelopment Plan does not indicate precise boundary between the Parking Subzone and the Home Services District

Block 66

BLOCK	LOT	STREET ADDRESS	ZONE	COMMENT
66	1	144, 189 Main Street	E-MU	From BBS
66	5	159 Main Street	E-MU	From BBS
66	7	161 Main Street	E-MU	From BBS

**TABLE 1-C
ZONING FOR THE DOWNTOWN REDEVELOPMENT AREA**

Block 89

BLOCK	LOT	STREET ADDRESS	ZONE	COMMENT
89	1	184-186 Main Street	Main Street Subzone	No Change
89	1.01	Main Street	Main Street Subzone	No Change
89	1.03	188-190 Main Street	Main Street Subzone	No Change
89	1.04	Main Street - rear	Main Street Subzone	No Change
89	59.01	Main Street - rear	Main Street Subzone	No Change

Block 114

BLOCK	LOT	STREET ADDRESS	ZONE	COMMENT
114	78	244-252 Main Street	Main Street Subzone	No Change
114	80	230-242 Main Street	Main Street Subzone	No Change
114	93.01	Main Street - rear	Main Street Subzone	No Change
114	110	228 Main Street	Main Street Subzone	No Change
114	111	226 Main Street	Main Street Subzone	No Change
114	112	224 Main Street	Main Street Subzone	No Change
114	113	222 Main Street	Main Street Subzone	No Change
114	114	216-220 Main Street	Main Street Subzone	No Change
114	230	214 Main Street	Main Street Subzone	No Change
114	231	212 Main Street	Main Street Subzone	No Change
114	232	210 Main Street	Main Street Subzone	No Change
114	233	206-208 Main Street	Main Street Subzone	No Change
114	234	202-204 Main Street	Main Street Subzone	No Change
114	234.01	Main Street - rear	Main Street Subzone	No Change
114	235	198-200 Main Street	Main Street Subzone	No Change
114	236	192-196 Main Street	Main Street Subzone	No Change

Block 115

BLOCK	LOT	STREET ADDRESS	ZONE	COMMENT
115	1	Alden Street / Lakeside	Historic District	No Change
115	4	207-215 Main Street	Historic District	No Change
115	15	Bab.Pl/ Col. / Watchung	E-MR	From HSD
115	16	Lakeside Ave./ Watchung	E-MR	From HSD
115	16.01	Lakeside Ave./ Watchung	E-MR	From HSD
115	17	Lakeside Avenue	E-MR	From HSD
115	30.1	193-203 Main Street	Historic District	No Change
115	51	Lakeside Avenue	E-MR	From HSD

**TABLE 1-D
ZONING FOR THE DOWNTOWN REDEVELOPMENT AREA**

Block 116

BLOCK	LOT	STREET ADDRESS	ZONE	COMMENT
116	116	Kling Street	E-MR	From Infill Sub
116	117	Columbia St. / Kling St.	E-MR	From Infill Sub
116	118	33 Columbia Street	E-MR	From Rehab Opt
116	119	35 Columbia Street	E-MR	From Rehab Opt
116	120	37 Columbia Street	E-MR	From Rehab Opt
116	121.01	Columbia Street	E-MR	From Infill Sub
116	121	Columbia Street	E-MR	From Infill Sub

Block 116.02

BLOCK	LOT	STREET ADDRESS	ZONE	COMMENT
116.02	1.01	217-225 Main Street	E-C	From MSS
116.02	6	227-229 Main Street	E-C	From MSS
116.02	8	231-233 Main Street	E-C	From MSS
116.02	10	235-237 Main Street	E-C	From MSS
116.02	12	28-30 Babcock Place	E-MR	From MSS
116.02	13	26 Babcock Place	E-MR	From MSS
116.02	14	24 Babcock Place	E-MR	From MSS
116.02	16	22 Babcock Place	E-MR	From MSS
116.02	18	18-20 Babcock Place	E-MR	From MSS

Block 117

BLOCK	LOT	STREET ADDRESS	ZONE	COMMENT
117	15	Columbia Street	E-MR	From Infill Sub

KEY TO TABLES 1-A thru 1-D

E-C	EDISON COMMERCIAL
E-LR	EDISON LOFT RESIDENTIAL
E-MU	EDISON MIXED USE
E-MR	EDISON MIXED RESIDENTIAL
HSD	HOME SERVICES DISTRICT
MSS	MAIN STREET SUBDISTRICT

V. DISTRICT LAND USE REGULATIONS

The 2003 Redevelopment Plan is to be amended by replacing and superseding all of the Battery Building Subzone, the Parking Subzone and the Infill Subzone by new zoning designations as shown on Plate I and by new land use regulations for these zones as described in Tables II-A through II-D. Plate I constitutes the amended Downtown Redevelopment Plan Zoning Map.

PLATE I ZONING MAP: DOWNTOWN REDEVELOPMENT PLAN ZONES AND AMENDMENT TO WEST ORANGE ZONING MAP

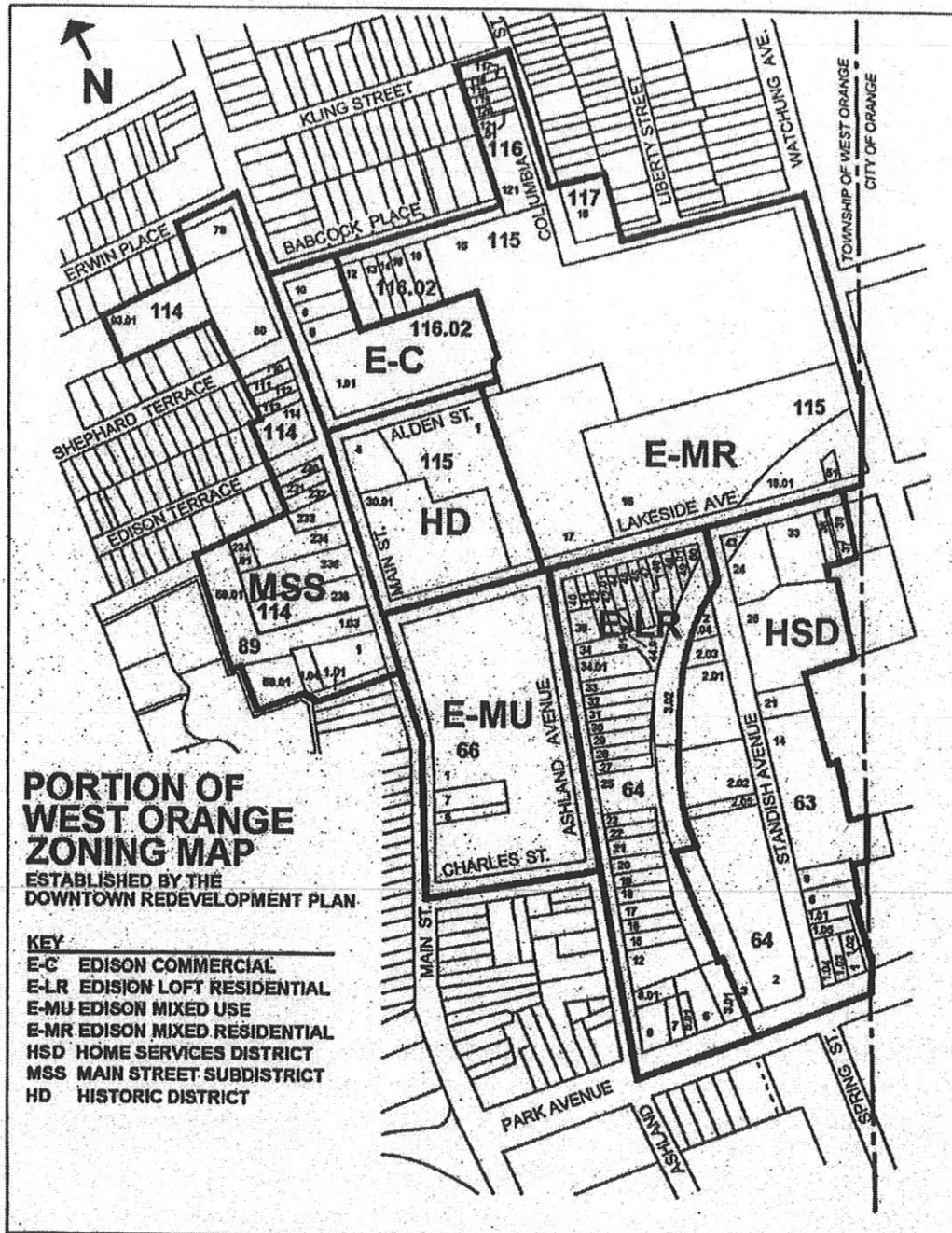


TABLE II-A
LAND USE REGULATIONS FOR DOWNTOWN REDEVELOPMENT ZONES

E-MU Edison Mixed Use Zone	Requirements
Permitted uses	Public libraries Public and private parking lots, parking decks and parking garages Multi-family residential Loft residential where at least 50% of the net floor area is used for residential purposes with the remainder used as an artist's studio or for home occupations not involving the servicing of customers on the premises. Non-residential limited to principal uses permitted in the B-1 Retail Business Zone Wireless telephone transmission antennas and related equipment not to exceed 1 carrier per 12,000 square feet of roof area. Accessory uses for the above principal uses
Maximum residential density	70 dwelling units per acre of tract area: Maximum of 250 units in existing buildings adapted to residential use. Maximum of 45 units in new construction utilizing existing structures as a foundation.
Maximum nonresidential	55,000 square feet of gross floor area excluding there from public/municipal spaces.
Minimum nonresidential	15,000 square feet of gross floor area
Public library	Minimum of 25,000 square feet of gross floor area Maximum of 50,000 square feet of gross floor area
Maximum building height	Equivalent to existing building height plus an additional height sufficient to accommodate new construction for roof-top dwelling units consisting of one level or one level with a mezzanine, but in no case more than 20 feet above existing building height. New roof-top dwelling units shall be set back a minimum of 10 feet from the exterior walls of the existing building. The maximum height limit shall not apply to rooftop appurtenances provided such appurtenances do not exceed a height of 15 feet above roof surfaces.
Maximum building coverage	70% excluding parking decks
Maximum improvement coverage	90% of lot area with open paved pedestrian plazas and planting areas excluded from improvement coverage.

Minimum parking:		
	Residential	In accordance with RSIS standards, provided that a lesser standard shall be permitted by the Planning Board, on or before site plan approval, upon a presentation of substantial evidence by redeveloper that a lesser standard is justified through definitive shared parking arrangements or other proofs acceptable to the Planning Board.
	Nonresidential (except libraries)	In accordance with parking standards in the zoning ordinance as of the date of adoption of these Plan Amendments, provided that a lesser standard shall be permitted by the Planning Board, on or before site plan approval, upon the presentation by redeveloper of substantial evidence that such lesser standard is justified, taking into account, among other things parking, capacity and demand analyses and definitive shared parking arrangements.
	Public libraries	In accordance with parking standards in the zoning ordinance as of the date of adoption of these Plan Amendments, provided that a lesser standard shall be permitted by the Planning Board, on or before site plan approval, upon the presentation by redeveloper of substantial evidence that such lesser standard is justified, taking into account, among other things parking, capacity and demand analyses and definitive shared parking arrangements.
Minimum building setbacks		0' Feet from the public right of way
Additional Design Standards:		
Streetscape:		Street benches (to the extent that there is ample room along the right of way), and period lighting consistent with the historic character of the area shall be incorporated into the streetscape design in a manner as prescribed by the existing plan.
Parking Structure Design Standards:		The parking deck structure shall be architecturally compatible with, and emulate the style, materials, color, massing and details of the Edison Storage Battery Building. Cars parked within the parking structure/deck and on open top levels shall be screened from the street level line of site, as much as possible with architectural elements and/or landscaping. Vehicles on the first floor of the parking deck shall be fully screened through the use of architectural elements and landscaping.
Utility Service and Transmission Lines:		All utility distribution lines and utility service connections from such lines to the project area's individual uses shall be located underground except where the developer demonstrates to the satisfaction of the Planning Board, by substantial evidence, that locating utilities under ground is either physically impracticable or economically infeasible, in which case above ground connections and distributions shall be allowed.

TABLE II-B
LAND USE REGULATIONS FOR DOWNTOWN REDEVELOPMENT ZONES - Continued

E-MR Edison Mixed Residential Zone	Requirements
Permitted Uses Note: At the common boundary between the E-MR and E-C Zones, the requirements of any one zone may be extended by 50 feet into the adjacent zone.	One and two-family homes regulated under the provisions of the Infill Subzone Multi-family residential including townhouses. Surface parking as a principal use on Lot 116 in Block 116 associated with professional office development on Lot 115 in Block 116.01 Accessory uses for the above principal uses
Maximum residential density	17 dwelling units per acre of tract including acreage dedicated for new roadway purposes. Units may include single-family detached homes, duplex homes, townhouses and mid-rise apartments.
Maximum building height	See Specifics below
Townhouse numbers	Townhouses may not exceed more than 10 units in a single connected cluster or 20 units maximum if counting vertically stack units.
Maximum building coverage	See Specifics below
Maximum impervious coverage	See Specifics below
Minimum building setbacks	See Specifics below
Minimum parking	In accordance with RSIS requirements including de minimis exceptions authorized in N.J.A.C.5:21-3.1
Single Association Bulk Standards:	Where a residence or group of residences are governed by a Single Association, then the Bulk Standards affecting such particular type of units shall be superseded by the Standards for a Single Association.
Bulk Standards for One and Two-Family Residences	
Minimum Lot Size	One Family: 7,500 square feet. Two Family: 10,000 square feet
Minimum Lot Width	One Family: 50 feet Two Family: 75 feet
Minimum Front Yard:	Prevailing average as determined by averaging adjacent houses on block front. Where no building average exists the minimum setback shall be 25 feet or 10 feet from the public right of way where no front yard parking is provided.
Maximum building coverage:	40% or 60% if governed by a single association subject to the Single Association Bulk Standards.
Maximum lot coverage:	55% or 80% if governed by a single association, subject to the Single Association Bulk Standards.
Maximum Building Height:	2 ½ stories / 35' or 3 ½ stories / 42' if governed by a single association, subject to the Single Association Bulk Standards.
Bulk Standards for Townhouses and Multi-Family Structures	
Minimum Lot Size	None.
Minimum Lot Width	None.
Minimum Front Yard:	A minimum 25 foot landscaped setback shall be maintained around the perimeter of the project or 10 feet from the existing public right of way where no front yard

	parking is provided.
Maximum building coverage:	50% or 60% if governed by a single association, subject to the Single Association Bulk Standards.
Maximum lot coverage:	80% Excluding there from all abutting public streets and right of ways.
Maximum Building Height:	2½ stories / 35' or 3 ½ stories / 42' if governed by a single association, subject to the Single Association Bulk Standards.
Minimum Open Space:	25% being shared open spaces within the Zone or 20% being shared open spaces within the Zone if governed by single association, subject to the Single Association Override.
Single Association Bulk Standards	
Qualifications:	Where a group of buildings, or cluster of units, or different units relate to a common association which association control such properties through a RCC (Restrictive Covenants and Conditions) or similar plan governing the use and enjoyment of such properties, then the following bulk standards shall supersede the standards applicable for the specific type of unit set forth herein.
Minimum Lot Size	One Family: None Two Family: None
Minimum Lot Width	One Family: None Two Family: None
Minimum Front Yard:	Prevailing average as determined by averaging adjacent houses on block front. Where no building average exists the minimum setback shall be 25 feet or 10 feet from the public right of way where no front yard parking is provided.
Maximum building coverage:	60%
Maximum lot coverage:	80% Excluding there from existing streets and Right of Ways.
Maximum Building Height:	3 ½ stories / 42'
Minimum Open Space	20%
Streetscape:	Street benches to the extent that there is ample room along the right of way, and period lighting consistent with the historic character of the area shall be incorporated into the streetscape design in a manner as prescribed by the existing plan.

TABLE II-C
LAND USE REGULATIONS FOR DOWNTOWN REDEVELOPMENT ZONES – Continued

E-LR Edison Loft Residential Zone	Requirements
Permitted Uses Note: At the common boundary between the E-MR and E-C Zones, the requirements of any one zone may be extended by 50 feet into the adjacent zone.	One and two-family homes regulated under the provisions of the Infill Subzone Multi-family residential including townhouses. Public and private parking lots, parking decks and parking garages. Loft residential where at least 50% of the net floor area is used for residential purposes with the remainder used as an artist's studio or for home occupations not involving the servicing of customers on the premises. Offices for professional (not medical) and neighborhood commercial/retail uses on the ground floor only. Accessory uses for the above principal uses
Maximum residential density	65 dwelling units per acre of tract Maximum of 130 dwelling units
Maximum building height	Four stories and 55 feet
Maximum building coverage	60% of tract area.
Maximum impervious coverage	90% of tract area.
Minimum building setbacks	0' Feet from the public Right of Way
Minimum distance between buildings:	35 Ft.
Minimum parking	In accordance with RSIS requirements including de minimis exceptions authorized in N.J.A.C.5:21-3.1
Open Space:	All areas not dedicated to building or parking shall be appropriately landscaped. A minimum area of (10%) of the project area shall be designed to provide for passive recreational use.
Streetscape	Street benches to the extent that there is ample room along the right of way, and period lighting consistent with the historic character of the area shall be incorporated into the streetscape design in a manner as prescribed by the existing plan.

TABLE II-D
LAND USE REGULATIONS FOR DOWNTOWN REDEVELOPMENT ZONES – Continued

E-C Edison Commercial Zone	Requirements
Permitted Uses	Non-residential limited to principal uses permitted in the B-1 Retail Business Zone Accessory uses for the above principal uses Ground level residential will be specifically prohibited.
Maximum residential density	35 dwelling units per acre of tract Maximum of 130 dwelling units
Maximum building height	Four stories and 55 feet
Maximum building coverage	50% of tract area
Maximum impervious coverage	Existing to apply (99%)
Minimum building setbacks	No minimum building setbacks

Minimum parking		
	Residential	In accordance with RSIS requirements including de minimis exceptions authorized in N.J.A.C.5:21-3.1
	Nonresidential	One space for each 300 square feet of gross floor area.
Streetscape:		Street benches to the extent that there is ample room along the right of way, and period lighting consistent with the historic character of the area shall be incorporated into the streetscape design in a manner as prescribed by the existing plan.

VI. DESIGN OBJECTIVES AND REQUIREMENTS

A. General Standards and Prohibitions

All utility distribution lines and utility service connections from such lines to the project area's individual uses, unless otherwise permitted, shall be located underground. Utility equipment and devices which are external to the structure shall be appropriately screened. Developers are required to arrange for connections to public and private utilities.

Chain link fencing shall be prohibited throughout the Redevelopment Area, except during construction. Chain link fencing for construction shall be dismantled and removed prior to the issuance of a Certificate of Occupancy.

All trash dumpsters shall be adequately screened, enclosed on all sides and secured.

Billboards and signboards for commercial advertising are prohibited.

No use or reuse shall be permitted, which produces toxic or noxious fumes, hazardous discharges, glare, electromagnetic disturbances, radiation, smoke, cinders, odors, dust or waste, undue noise or vibration, or other objectionable features that are detrimental to the public health, safety or general welfare, or that are damaging to the physical environment.

B. New Building Design

All structures within the project area shall be situated with proper consideration of their relationship to other buildings, both existing and proposed, in terms of light, air and usable open space, access to public rights of way and off-street parking, height and bulk.

All buildings shall be appropriately designed in a manner befitting the contextual relationships with the immediately surrounding community. Design elements shall incorporate adequate architectural relief by incorporating a complimentary arrangement of varying materials, and horizontal and vertical articulation through the use of setbacks and fenestrations.

Windows shall be architecturally consistent with the particular product being constructed and shall generally serve to enhance architectural character and attractiveness of the buildings.

Facade treatments, materials, colors and architectural treatments shall be compatible with the buildings' architectural style. Major facade components shall be incorporated with careful attention to proportions, slopes, dimensions and scale. Siding materials such as brick, thin cut veneer stone, stone, wood, cement stucco and cementitious siding, faux stone or other aesthetically acceptable facade treatments shall be used.

Roofing materials shall match in composition, size, shape, color and texture those of surrounding buildings. Roofing materials shall complement the architecture and design of the building.

Groups of related buildings shall be designed to present a harmonious appearance in terms of architectural style and exterior materials. Buildings shall be designed so as to have an attractive, finished appearance when viewed from all vantage points within and outside the Area.

In all cases, creative placement and screening of all parts and components of satellite dishes, cellular equipment and television and radio antennas is strongly encouraged.

In all cases, due consideration shall be given to the screening of rooftop mechanical equipment. Where feasible, rooftop mechanical equipment shall be screened from view from all directions and elevations to minimize the negative aesthetic impact upon the view from neighboring residential zones and from street level. Said screening shall be constructed in a manner that is pleasing to the eye and consistent with the surrounding architecture and the architecture of the building.

C. Parking Structure Design Requirements

All parking levels shall be screened so as not to give the apparent perception of garage space from all street-level vantage points.

Parking may be masked through the use of an artificial building façade articulated in a manner providing visual interest and utilizing an architectural treatment consistent with the architecture utilized for the principal use and building.

The design of parking levels within any building that are the subject of street level visibility, shall be compatible and complimentary to the surrounding structures and as best as possible be designed to minimize the appearance of a parking garage. The material used on the facade of the parking levels of a building shall be compatible with that used on the rest of the building such that the parking structure portion of the building shall have a similar appearance to the rest of the building's base façade.

Interior garage lighting shall utilize fixtures that will not readily expose the lighting source from view, thereby maintaining a soft illumination of the interior garage space. Individual fixture sources shall not be visible from the exterior. An internal lighting plan prepared by a lighting professional shall be included with any garage application for review and approval.

D. Landscape, Lighting and Open Space

Landscaping shall be required for any part of any parcel not used for buildings, off-street parking, sidewalk area or other similar purposes. All proposed site plans shall include plans for landscaping indicating the location, size and quantity of the various species to be used.

Parking lots shall provide planting areas along any street line and/or property lines except in those instances where a building intervenes or where the proposed planting may interfere with sight triangles. The landscaping in said planting areas shall consist of evergreen material, flowering trees and shrubs and shade trees that are planted on a center that is consistent with the mature spread of the species planted in order to provide screening and buffer areas for the parking.

Within surface parking areas, a minimum of one tree shall be planted for every 10 parking spaces. These trees should be interspersed throughout the parking area, but may be located in the planting areas around the perimeter of the parking area if space limitations dictate.

Landscaping shall be maintained with shrubs not higher than four (4) feet, except where a taller buffer or visual screen is required, and with the branches of shade trees no lower than eight (8) feet at anticipated maturity. The landscaping shall be designed such that it is dispersed around the parking area in an aesthetically pleasing manner.

All street frontage within the Zone shall be landscaped with appropriate street trees planted at an interval of 25'-40' depending on species and shall be no less than 2 ½ inch caliper in size properly staked and burlapped consisting of the following recommended tree species: Hedge Maple (25' spacing); Trident Maple (25' spacing); October Glory Red Maple (40' spacing); Red Sunset Maple (40' spacing); Legacy Sugar Maple (40' spacing); Commemoration Sugar Maple (40' spacing); Green Mountain Sugar Maple (40' spacing); Gingko (30' spacing); Aristocrat Pears (25' spacing); Sargent Cherry (25' spacing); Okame Cherry (25' spacing);

Littleleaf Linden (40' spacing); or equivalent species to those recommended by the Township or as recommended by the Township Landscape Architectural Consultant. Alternate landscaping shall be provided where existing conditions render the above standards impracticable.

All plant material used must be able to withstand the urban environment and shall be planted consistent with standards as established by the American Association of Nurserymen. A planting schedule, including botanical name, common name, quantity and size, shall be provided by the developer as part of the Site Plan Application. Any landscaping that dies within one (1) year of planting shall be replaced.

Lighting fixtures shall be appropriately located and have a comprehensive decorative design theme. The lighting fixtures shall be of pedestrian scale no more than fifteen (15) feet in height and of uniform design throughout the Redevelopment Area.

Lighting within each site and along all street rights-of-way shall be sufficient to illuminate all areas and provide for a safe, evenly illuminated environment. However, care should be taken to shield or direct all lighting sources in such a way as to avoid glare and spillage of light into adjacent residential properties.

On-site lighting fixtures shall be in scale with the size of the project. Bollard type lighting and/or pedestrian scale lighting of no more than fifteen (15) feet in height is encouraged.

All fencing is subject to review and approval by the Planning Board.

Decorative paving materials are encouraged - but not required - where appropriate, especially at major focal points along the streetscape and along the curb line in the tree planting and lighting strip.

Open space areas should be designed to be consistent with the character of the Area, whether redeveloped for non-residential or residential use. Playground equipment and street furniture, such as benches, waste containers, bicycle racks, and bollards shall be selected to enhance the Area, and shall be subject to review and approval by the Planning Board.

VII. SIGNAGE REQUIREMENTS

A. Residential Signage - No signage is permitted except as provided below.

1. Each residential building shall display the street address of the building on the front façade or front door of the building such that it is visible from the adjoining street right-of-way, sidewalk and carriage way.
2. Each residential building may provide any necessary signage required for proper mail delivery indicating the name(s) of the resident(s) of the building on the mailbox or doorbell.
3. Mid-rise residential buildings may also have one sign not to exceed twelve (12) square feet, attached flush to the building wall, identifying the name of the building or other identification details, if any. All signage must be designed to be compatible with the architectural style and color scheme of the building.
4. Loft residential buildings may also have one sign not to exceed twelve (12) square feet, attached flush to the building wall, identifying the name of the building or other identification details, if any. All signage must be designed to be compatible with the architectural style and color scheme of the building.
5. Home occupations may display a single sign not more than six (6) inches tall by twelve (12) inches long which may be attached flush to the front wall or door of the building, or to the mailbox.

B. Commercial Signage - All signage must be designed to be compatible with the architectural style and color scheme of the building to which it is attached. All signage that is to be illuminated shall utilize

exterior lighting, unless said lighting is reviewed by the Planning Board and expressly approved by resolution of the Planning Board

1. Wall Signs - Each ground floor commercial use shall be permitted one sign, which shall be flush mounted to the front building façade and located within a sign band that is integrated into the overall architectural design of the façade of the building. The sign band shall not exceed 30 inches in height nor extend more than 80% of the width of the store front that it is intended to serve. The top of the sign band shall not be located above the first floor level of the building, and not more than 15 feet above the adjoining sidewalk elevation. Any lettering, sign or logo placed within the sign band may not be taller than 24 inches.
2. Blade Signs - Each ground floor commercial use may also have one blade sign located on the first floor of the building fronting on Main Street. Second floor commercial uses may also provide a blade sign at the entrance doorway located at the sidewalk level. Blade signs shall not exceed a maximum of 2.5 feet in width by 2.0 feet in height. They shall be placed such that the lowest portion of the sign is not less than 8 feet above the sidewalk and the highest portion of the sign is not more than 12 feet above the sidewalk.
3. Window Signs - Not more than 50% of the total glazed area of any store front or individual window may contain window signage, consisting of decorative style lettering.
4. Directory Signs - Buildings having multiple tenants may have a directory sign flush mounted to the building and located near the entrance to the building serving the tenants. The directory sign may be no larger than 2 feet wide by 3 feet tall.
5. Awnings - Awnings are permitted for ground floor commercial tenants only. Awning shall extend a minimum of 5 feet and a maximum of 10 feet from the building façade, be made of canvas or equivalent material, and be retractable. They shall be of a uniform color palette, but may be different styles of fabric. They may contain, on the valance only, the users name and/or street number, not more than 4 inches in height. The valance shall be between 6 inches to 8 inches in height. The awnings shall be of the rectangular style, angled down towards the street, with no side panels. The lowest structural elements projecting over the sidewalks shall be between 8 feet and 9 feet from the sidewalk level; the valance shall not be lower than 7.5 feet. The highest structural elements of the awning, i.e. those elements adjacent to the building, shall be no higher than 15 feet above the sidewalk level. No portion of any awning may cover any portion of any second story window, including the window sill or other decorative or structural elements of the window.

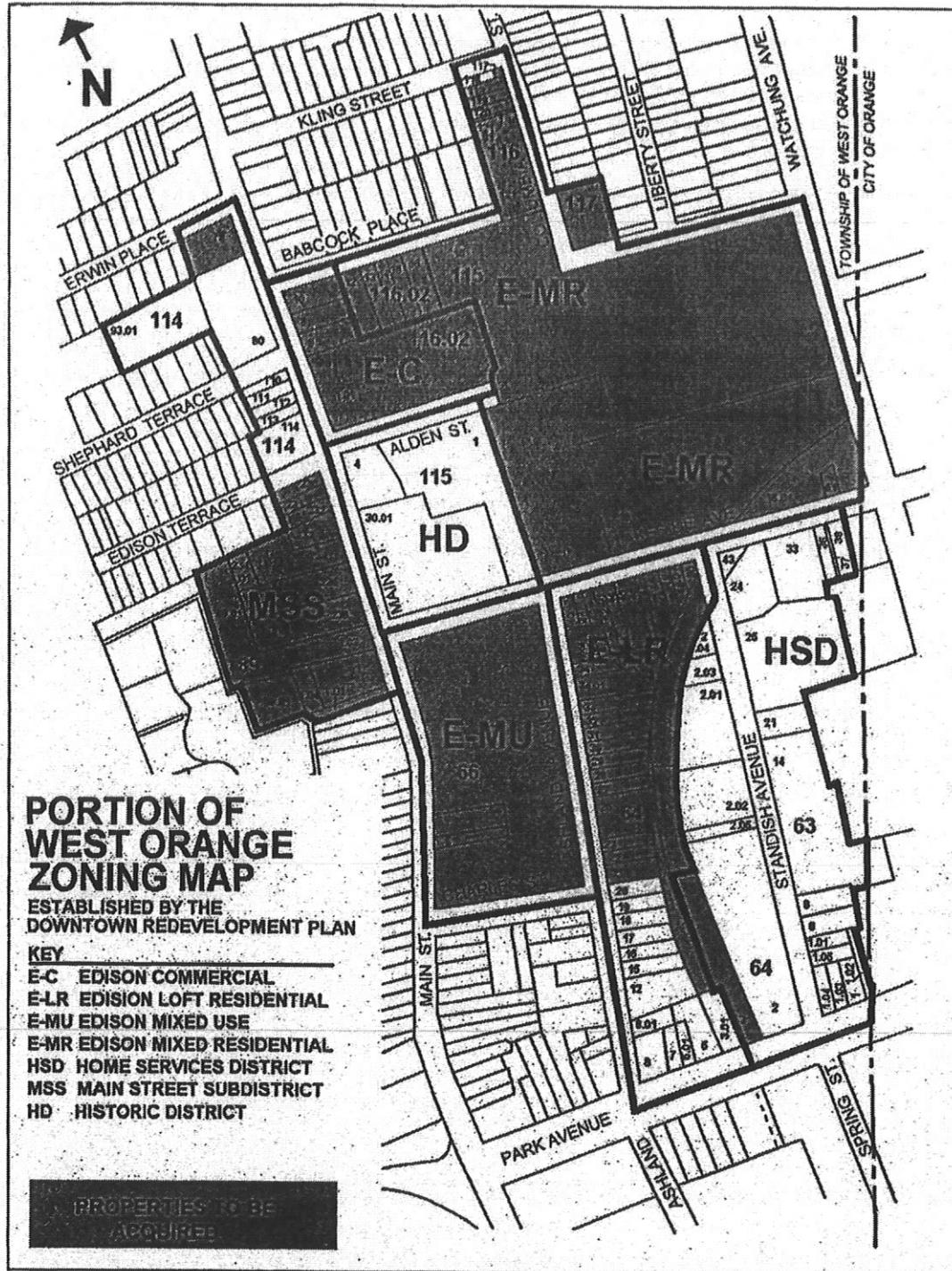
VIII. ACQUISITION PLAN

The Downtown Redevelopment Area is comprised of a mix of uses including residential and commercial uses as well as vacant land, underutilized properties and incompatible industrial land uses. It is important that the Redevelopment Area be redeveloped in a comprehensive manner that accommodates and preserves the conforming and desirable land uses. At the same time it is important that incompatible land uses, vacant land, underutilized property, dilapidated buildings, unsafe conditions and other impediments to proper development be removed in an orderly, planned and phased manner.

At this time, it is anticipated that any property to be acquired within the Redevelopment Area will be purchased and assembled by private development interests. However, if acquisition in this manner proves to be unsuccessful, municipal acquisition by eminent domain will be pursued in order to create properly planned and developable parcels of land.

As such, the properties within the Redevelopment Area shown below on Plate II (Acquisition Map) and further set forth on Table III-A - III-C are proposed as To Be Acquired

PLATE II
ACQUISITION MAP: PROPERTIES TO BE ACQUIRED



**TABLE III-A
PROPERTIES TO BE ACQUIRED**

Block 64

BLOCK	LOT	STREET ADDRESS	ZONE	COMMENT
64	3	Park Avenue	E-LR	To Be Acquired
64	3.02	Standish Avenue	E-LR	To Be Acquired
64	21	42 Ashland Avenue	E-LR	To Be Acquired
64	22	40 Ashland Avenue	E-LR	To Be Acquired
64	23	38 Ashland Avenue	E-LR	To Be Acquired
64	25	30-32 Ashland Avenue	E-LR	To Be Acquired
64	27	28 Ashland Avenue	E-LR	To Be Acquired
64	28	26 Ashland Avenue	E-LR	To Be Acquired
64	29	24 Ashland Avenue	E-LR	To Be Acquired
64	30	22 Ashland Avenue	E-LR	To Be Acquired
64	31	20 Ashland Avenue	E-LR	To Be Acquired
64	32	18 Ashland Avenue	E-LR	To Be Acquired
64	33	16 Ashland Avenue	E-LR	To Be Acquired
64	34	8-10 Ashland Avenue	E-LR	To Be Acquired
64	34.01	12-14 Ashland Avenue	E-LR	To Be Acquired
64	38	4-6 Ashland Avenue	E-LR	To Be Acquired
64	40	44 Lakeside Avenue	E-LR	To Be Acquired
64	41	42 Lakeside Avenue	E-LR	To Be Acquired
64	42	40 Lakeside Avenue	E-LR	To Be Acquired
64	42.01	38 Lakeside Avenue	E-LR	To Be Acquired
64	44	36 Lakeside Avenue	E-LR	To Be Acquired
64	44.01	Lakeside Avenue - rear	E-LR	To Be Acquired
64	45	34 Lakeside Avenue	E-LR	To Be Acquired
64	46	32 Lakeside Avenue	E-LR	To Be Acquired
64	47	30 Lakeside Avenue	E-LR	To Be Acquired
64	48	28 Lakeside Avenue	E-LR	To Be Acquired
64	49	26 Lakeside Avenue	E-LR	To Be Acquired
64	49.01	24 Lakeside Avenue	E-LR	To Be Acquired
64	50	Lakeside Avenue	E-LR	To Be Acquired
64	51	Rear of Lakeside	E-LR	To Be Acquired

Block 66

BLOCK	LOT	STREET ADDRESS	ZONE	COMMENT
66	1	144, 189 Main Street	E-MU	To Be Acquired
66	5	159 Main Street	E-MU	To Be Acquired
66	7	161 Main Street	E-MU	To Be Acquired

**TABLE III-B
PROPERTIES TO BE ACQUIRED**

Block 89

BLOCK	LOT	STREET ADDRESS	ZONE	COMMENT
89	1	184-186 Main Street	Main Street Subzone	To Be Acquired
89	1.01	Main Street	Main Street Subzone	To Be Acquired
89	1.03	188-190 Main Street	Main Street Subzone	To Be Acquired
89	1.04	Main Street - rear	Main Street Subzone	To Be Acquired
89	59.01	Main Street - rear	Main Street Subzone	To Be Acquired

Block 114

BLOCK	LOT	STREET ADDRESS	ZONE	COMMENT
114	78	244-252 Main Street	Main Street Subzone	To Be Acquired
114	230	214 Main Street	Main Street Subzone	To Be Acquired
114	231	212 Main Street	Main Street Subzone	To Be Acquired
114	232	210 Main Street	Main Street Subzone	To Be Acquired
114	233	206-208 Main Street	Main Street Subzone	To Be Acquired
114	234	202-204 Main Street	Main Street Subzone	To Be Acquired
114	234.01	Main Street - rear	Main Street Subzone	To Be Acquired
114	235	198-200 Main Street	Main Street Subzone	To Be Acquired
114	236	192-196 Main Street	Main Street Subzone	To Be Acquired

Block 115

BLOCK	LOT	STREET ADDRESS	ZONE	COMMENT
115	15	Bab.Pl./ Col./ Watchung	E-MR	To Be Acquired
115	16	Lakeside Ave./ Watchung	E-MR	To Be Acquired
115	16.01	Lakeside Ave./ Watchung	E-MR	To Be Acquired
115	17	Lakeside Avenue	E-MR	To Be Acquired
115	51	Lakeside Avenue	E-MR	To Be Acquired

Block 116

BLOCK	LOT	STREET ADDRESS	ZONE	COMMENT
116	116	Kling Street	E-MR	To Be Acquired
116	118	33 Columbia Street	E-MR	To Be Acquired
116	119	35 Columbia Street	E-MR	To Be Acquired
116	120	37 Columbia Street	E-MR	To Be Acquired
116	121.01	Columbia Street	E-MR	To Be Acquired
116	121	Columbia Street	E-MR	To Be Acquired

**TABLE III-C
PROPERTIES TO BE ACQUIRED**

Block 116.02

BLOCK	LOT	STREET ADDRESS	ZONE	COMMENT
116.02	1.01	217-225 Main Street	E-C	To Be Acquired
116.02	6	227-229 Main Street	E-C	To Be Acquired
116.02	8	231-233 Main Street	E-C	To Be Acquired
116.02	10	235-237 Main Street	E-C	To Be Acquired
116.02	12	28-30 Babcock Place	E-MR	To Be Acquired
116.02	13	26 Babcock Place	E-MR	To Be Acquired
116.02	14	24 Babcock Place	E-MR	To Be Acquired
116.02	16	22 Babcock Place	E-MR	To Be Acquired
116.02	18	18-20 Babcock Place	E-MR	To Be Acquired

Block 117

BLOCK	LOT	STREET ADDRESS	ZONE	COMMENT
117	15	Columbia Street	E-MR	To Be Acquired

IX. RELOCATION

The required amount of occupant relocation necessary to implement the amendments to the 2003 Redevelopment Plan is expected to be minimal. Should occupant relocation be necessary, the Township of West Orange will provide all displaced tenants and landowners with the appropriate relocation assistance pursuant to all applicable state and federal laws. The process of relocating affected persons and businesses will receive the careful attention of local officials. All persons and businesses to be relocated will be interviewed to determine their housing, occupancy and relocation needs.

X. AFFORDABLE HOUSING REQUIREMENTS

Any development within the Downtown Redevelopment Area shall satisfy the need for housing low and moderate income households generated by that development by building the required number of affordable housing units on-site in accordance with and as determined by the current or amended:

- Third Round Substantive Rules of the New Jersey Council on Affordable Housing (COAH) [N.J.A.C. 5:94-1.1 et seq.];
- Township of West Orange Housing Element and Fair Share Plan adopted by the Planning Board on November 2, 2005 and approved for petition to COAH by Township Council on November 22, 2005.
- Township of West Orange Growth Share Ordinance adopted by Township Council on July 19, 2005.

Maximum Sales/Rental Prices: Sales prices, rental prices and bedroom mix shall all be in accordance with COAH rules and regulations.

Affordable Distribution: The affordable units shall be dispersed throughout the Redevelopment Area and shall from the exterior generally be indistinguishable from the market-rate units. Without regard to available buyer upgrades, it is also preferable, but not required unless COAH regulations so mandate, if the interiors of the affordable units are generally indistinguishable from the market-rate units.

Affordability Restrictions: All affordable dwelling units constructed within the Redevelopment Area shall be deed restricted to remain affordable in accordance with COAH requirements. If there are applicable local, state and/or federal funds used as a capital subsidy for the affordable units, then these programs may require more restrictive affordability controls, which shall prevail.

XI. RELATIONSHIP TO DEFINITE LOCAL OBJECTIVES

The local land use objectives for the Township of West Orange are stated in the 1989 Master Plan (amended in 1992) and are reviewed in the latest 2004 Reexamination Report. Two of the objectives of the 1989 Master Plan are to "Encourage development and rehabilitation of the Main Street Central Business District" and to "Encourage the economic development of the community." As stated in the Reexamination Report with respect to the Main Street - Valley Road Corridor:

The improvement and revitalization of commercial and residential areas within the Main Street - Valley road Corridor should continue to be the focus of municipal efforts and design review standards to encourage a unified building appearance, conservation of historic structure, streetscape, and parking improvements. Municipal support for commercial and residential rehabilitation should be continued as part of the long term public commitment to maintain and improve this area. [Page 6]

Under the heading of Economic Development, the latest Reexamination Report noted the following:

The Main Street/Valley Road Corridor is an existing overlay zone that includes numerous linked neighborhood commercial centers. Economic development and redevelopment should continue to be a focus in this area. [Page 25]

With respect to historic preservation, the latest Reexamination Report documents that:

The Edison National Historic Site, the nearby Llewellyn Park Historic District (containing Edison's home known as Glenmont) and the Edison Storage Battery Building are listed on the National Register of Historic Places and the New Jersey Register of Historic Places. Additionally, the Edison Storage Battery Building has also been recognized as historic by the West Orange Preservation Commission. [Page 28]

Concerning community facilities, the latest Reexamination Report observed that:

The West Orange Library Board prepared a report recommending replacement of the existing 25,000 square foot facility which was considered no longer sufficient to accommodate the collections, services and extended use by the community. The Reexamination Report noted that "Plans for a new library facility have been incorporated into the West Orange Downtown Redevelopment Plan adopted by the Township." [Page 35]

With respect to redevelopment plans, the latest Reexamination Report observed the following:

The Township adopted the Downtown Redevelopment Plan in early 2003 and has begun implementation of the plan. As the plan progresses, the Township should consider other areas to study for possible redevelopment activities. One area that should be considered is the Lower Valley section. This area provides a gateway to the Township and should be enhanced to provide a welcoming entrance to the eastern section. Connection to the Highland Avenue Train station can increase opportunities for redevelopment in the area. [Page 48]

The 1989 Land Use Plan element of the Master Plan recommended an I-Industrial designation for much of the area for which an amendment to the Downtown Redevelopment Plan is proposed. In addition to the Industrial designation, the Land Use Plan recommended a B-1 Retail designation for the properties along Main Street north of Alden Street (Lots 1.01, 6, 8 and 10 in Block 116.02) and an R-M Multifamily

designation for the properties fronting on Babcock Place (Lots 12, 13, 14, 16 and 18 in Block 116.02 and part of Lot 15 in Block 115). Main Street and Park Avenue were designated as minor arterial roadways, the Edison National Historic Site was shown on the Land Use Plan as well as the West Orange Public Works garage. Also, a portion of the area closest to the City of Orange was indicated as lying within a flood hazard area.

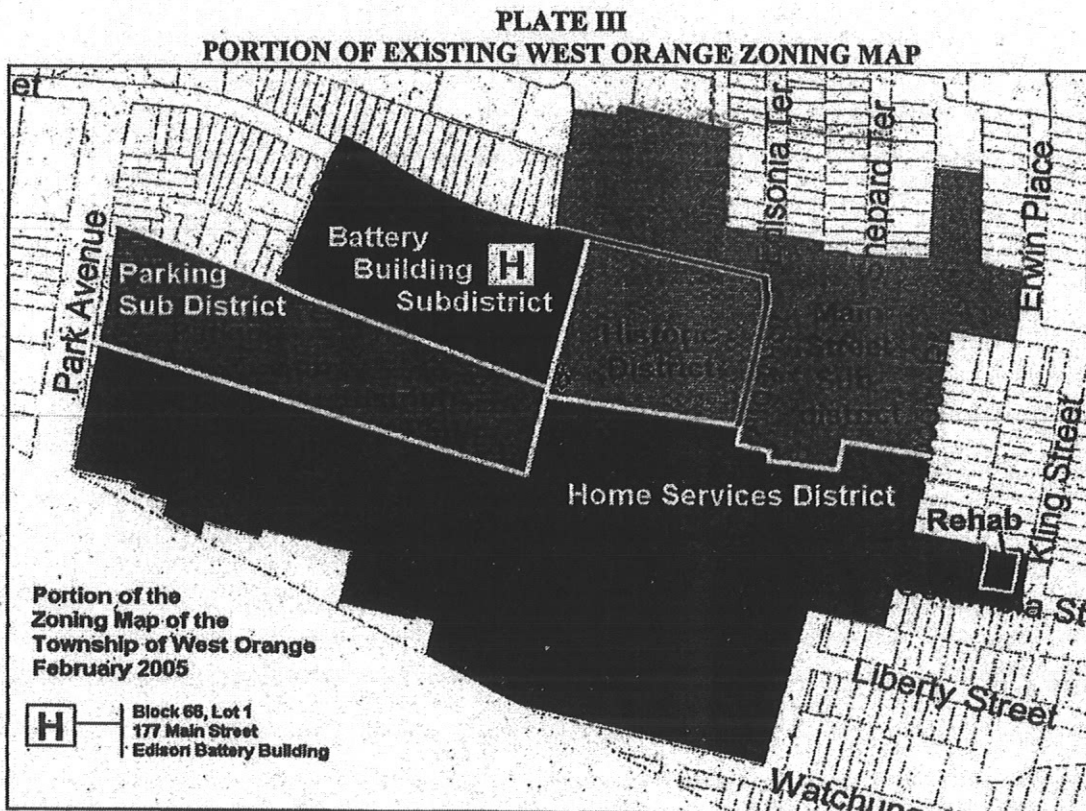
The proposed amendments to the Downtown Redevelopment Plan are generally consistent with and supportive of the objectives voiced in the 1989 Master Plan and reviewed in the latest Reexamination Report. It is noted that the three dominant multi-story Edison Storage Battery Buildings on Lot 1 in Block 66 are to be retained and adapted for retail and residential reuse. Although retention of certain main buildings is planned, modifications are anticipated such as the construction of additional dwelling units above the existing buildings and construction of adjacent new structures and buildings such as a parking garage, retail space and a public library in place of existing paved parking areas and buildings.

The proposed amendments to the Downtown Redevelopment Plan preserve the existing arterial road function of Main Street with its bus service and relies on sanitary sewer, electric, gas and water services which are considered adequate to accommodate the anticipated development. Implementation of the plan amendments will necessitate relocation of the West Orange Public Works offices and maintenance yard.

XII. RELATIONSHIP TO MUNICIPAL DEVELOPMENT REGULATIONS

The existing 2003 Redevelopment Plan indicates that provisions of the West Orange Land Use Ordinance are to be superseded by the Downtown Redevelopment Plan standards, as shown on a portion of the West Orange Zoning map in Plate III.

The standards in these Plan Amendments are intended to supersede the standards in the West Orange Land Use Ordinance.



XIII. RELATIONSHIP TO OTHER PLANS

A comparison of the proposed amendments to the 2003 Redevelopment Plan to the Zoning Ordinance and Master Plan for the City of Orange shows that the residential uses in the proposed West Orange E-MR Zone are across Watchung Avenue from residential uses in the A-2 One, Two and More Residential Zone in the City of Orange. The policies advanced in the amendments to the 2003 Redevelopment Plan are consistent with the policies for Metropolitan Planning Areas (PA-1) in the March 1, 2001 State Development and Redevelopment Plan which encourages efficient use of existing resources in urbanized areas.

The plan is also consistent with New Jersey's Office of "Smart Growth" planning principles. "Smart Growth" means: planning, designing, and building livable communities in ways that make more efficient use of land and infrastructure improvements and in ways that protect the environment and valuable natural resources. The twin aspects of "Smart Growth" are revitalizing cities and towns to encourage redevelopment an infill development, while also discouraging sprawl in suburban and rural areas through more compact development.

The County of Essex has an older master plan, which has not been updated in many years.

CONTINGENT ASSUMPTIONS AND LIMITING CONDITIONS

Unless specifically stated, this appraisal, review, analysis, litigation support or consulting assignment has been prepared subject to the following Contingent Assumptions and Limiting Conditions:

1. The legal description is assumed to be correct. Any sketch accompanying this report is included for illustrative purposes only and shall not be construed as a survey. No responsibility is implied or assumed for matters which are legal in character. No opinion is being rendered, or conveyed as to the title to the property and any reference to such is based on current public record. Title is assumed to be valid and marketable, and that there are no unknown judgments, liens or other litigation which would cloud title to the property or otherwise affect the Market Value.
2. In a Market Value appraisal assignment, the property being appraised is valued as a whole, in fee simple ownership, unencumbered with easements, liens mortgages, or restrictions. It is also valued under the specific assumption that it is under responsible ownership and competent management.
3. The distribution of the total estimate of value between land and improvements shall not be employed in connection with any other use to which the property may be utilized and will render the estimate invalid if so applied. This report is based on the specific assumption that it shall be utilized in its entirety and shall not be segmented or taken out of context.
4. All estimates, information, market data, property information, and other computations supplied by others has been recognized and deemed to be reasonable and correct, but are not guaranteed and have not been independently verified or authenticated.
5. A Market Value appraisal is a subjective analysis based on our interpretation of facts and other data compiled in connection with the assignment. As such, the valuation estimate represents our opinion as to the Market Value of the property as of the date specified. We make no representation as to events which may occur subsequent to the effective valuation date. We have not considered any potential changes in the federal, state or local laws, regulations, codes or requirements in connection with this assignment.
6. Unless specifically noted, this report has not considered nor recognized any costs which may be incurred due to potentially adverse environmental conditions which may be present. The foregoing includes but is not limited to sampling, testing, monitoring or remediation. Unless specifically noted, we have not been provided with any information relating to the possible existence of adverse environmental problems or conditions with this property. In the event a subsequent investigation reveals the existence of such conditions, the appraisers reserve the right to revise or rescind any valuation estimates reported herein.

CONTINGENT ASSUMPTIONS AND LIMITING CONDITIONS

Unless specifically stated, this appraisal, review, analysis or consulting assignment has been prepared subject to the following Contingent Assumptions and Limiting Conditions:

7. In addition to the principal appraiser, certain research and investigative data contained in this appraisal report or utilized in its development may have been performed by an appraisal associate or staff member of the Hendricks Appraisal Company, LLC. This individual has also participated in all aspects of the assignment, including the valuation and analysis upon which this document is based. This individual shall have been recognized and noted in the accompanying report. Their qualifications have been retained in our files and are available for inspection upon written request.
8. Neither all nor any part of the contents of this report shall be disclosed or conveyed to the public or private entities through advertising media, public relations, newsprint media, on-line media (including email, etc), or any and all other means of public dissemination without the prior written consent of the individual appraiser and the principals of the Hendricks Appraisal Company, LLC.
9. The appraiser is not required or obligated to give testimony or to be in attendance in court or any judicial or quasi-judicial hearing or conference with reference to the subject property without prior written contractual agreement or arrangement thereto.
10. Unless specifically noted, the appraisal has not considered conditions relating to surface or subsurface waters; including but not limited to the water table, flood plain, flood hazard, wetlands or transitional-buffers areas. In addition, any riparian rights, riparian lands and drainage, which currently or in the future may be the subject of a claim by the State of New Jersey or the United States of America.
11. No opinion is conveyed or expressed as to the value of any subsurface oil, gas or mineral rights and the appraisers have assumed that no agreement for the extraction or exploration of such resources on the property exist.
12. Unless otherwise stated in this report or document, we have not been requested nor have we conducted any investigation into the possible existence of toxic or potentially hazardous material used in the construction, operation, maintenance or expansion of any improvements on or beneath the property. In addition, we have not performed an investigation or research into the possible existence of environmentally adverse materials, contaminants or other agents which may have been stored on, in, or within the immediate vicinity of the property. The appraisers have noted that they are not qualified to render an opinion regarding such matters and advise the client to secure the services of a licensed and qualified environmental expert and or firm to provide this type of information. Any valuation contained in this report is based on the specific assumption that the property is unencumbered with adverse environmental problems or conditions.

CONTINGENT ASSUMPTIONS AND LIMITING CONDITIONS

Unless specifically stated, this appraisal, review, analysis or consulting assignment has been prepared subject to the following Contingent Assumptions and Limiting Conditions:

13. On January 26, 1992 the Americans with Disabilities Act (ADA) became effective. Unless specifically noted, we have made not conducted a compliance survey or analysis of the improvements to determine if they are in conformance with the requirements of the ADA. The appraisers are not qualified to render an opinion as to such matters and recommend that the client retain the services of a licensed and qualified architect or engineer to perform a compliance survey and cost to cure estimate. The client is advised that should deficiencies be found as it relates to ADA compliance issues, that the Market value estimate reported herein may be negatively affected. Nonetheless, in the absence of any information to the contrary, this report is based on the assumption that the property is in complete and full compliance with the requirements of the ADA.
14. This report may incorporate several assumptions, conditions or estimates relating to overall property performance, as well as local, state and national business and or economic climates which are deemed reasonable and appropriate as of the date of valuation. However, the client is advised that material changes in the local, state, or national economies as well as the property itself may result in one or more of these assumptions, conditions or estimates not being realized. In addition, unanticipated events may occur which will affect the property being appraised. The foregoing may also result in a material change in the valuation estimate contained herein or in the type of appraisal methodology employed in the report.
15. Any forecasted income referred to in the appraisal may be based on lease or rental information provided by the owner, client or third parties. The appraiser may not have been supplied with the formal lease agreements, documented rental information or other income-expense information for the property and assumes no responsibility for the completeness of any information provided. The estimates of income and expense are not, and should not be construed as predictions for the future performance of the property. They represent the appraiser's best interpretation and estimates relating to current and historical market perceptions on income and expense. The appraiser makes no warranty or representation that any projections or forecasts of future income or expense for the property will actually materialize.
16. The real estate market is in a constant state of change, and the appraiser can only reflect what the investment community perceives as of the date of valuation, for the property, its location, and for the future in terms of income, expense, supply and demand.

CONTINGENT ASSUMPTIONS AND LIMITING CONDITIONS

Unless specifically stated, this appraisal, review, analysis or consulting assignment has been prepared subject to the following Contingent Assumptions and Limiting Conditions:

17. Unless otherwise noted, the improvements on the land described elsewhere in this report appear to be structurally sound and viable. However, this report-document assumes no responsibility for the condition of the improvements or any of its components.
18. The appraisers assume no responsibility for matters or considerations involving the expertise of individuals within other disciplines or fields. The foregoing includes reports, documents or information provided to the appraisers by others which may have been relied upon in connection with the development of this document. The foregoing includes but is not limited to matters relating to environmental conditions or problems; municipal zoning regulations or requirements which may impact or effect the property; potential changes in zoning or building codes; engineering considerations including soil and sub-soil conditions or testing; development considerations and approvals; civil, electrical, mechanical, structural or any other engineering matters. The appraisers are not qualified to render opinions as to the validity of such expert reports, documents or information supplied.
19. The appraisers have not considered any personal property or items which may be located on the property in the valuation estimate. The foregoing also includes, but is not limited to consideration involving the cost of removing or relocating these non-realty items. Unless specifically noted, the valuation estimate contained herein is limited to the real property only.
20. Other limiting conditions and assumptions may have been noted and reflected elsewhere in this report. The aforementioned assumptions and limiting conditions are to be considered and recognized by the client in addition to those specified within the body of the report.
21. The client is advised that this opinion of value is effective only as of the date specified in this report, analysis, review or consulting assignment. In addition, changes since that date in economic and market factors, or changes within the property itself can and will significantly affect overall property values.
22. This report has been prepared at the request of the client and for the specific purpose noted elsewhere in this document. It is not to be utilized or relied upon by any other individual or entity. Any unauthorized individual or entity utilizing this report, its conclusions or information, without written consent of the client and the appraiser do so at their own risk.
23. Possession of this report or document, or copy thereof, does not convey a license or right of duplication. Any reproduction of this report or document without the written consent of the Hendricks Appraisal Company, LLC is prohibited.

CONTINGENT ASSUMPTIONS AND LIMITING CONDITIONS

Unless specifically stated, this appraisal, review, analysis or consulting assignment has been prepared subject to the following Contingent Assumptions and Limiting Conditions:

24. Unless otherwise noted or described, this report or document has been prepared under the assumption that the property is not situated within a designated flood zone where mandatory flood insurance is required. In addition, unless specifically noted, we have not been provided with any information relative to potential wetlands which may or may not be present. The appraisers are not qualified to identify property which may be encumbered with wetlands. The client is advised that the presence of wetlands or the location of the property within a designated flood zone may affect the value of the property. This report or document assumes that the property is not encumbered with wetlands and is not situated within a designated flood plain.
25. This report or document is based on the specific assumption that the property is being used or developed in compliance with all applicable municipal, county, state and or federal building, health, safety, use and zoning codes. Furthermore, it assumes any noted deviations, restrictions or limitations have also been complied with.
26. This report or document also assumes that all required licenses, permits, certificates and-or agreements issued by any municipal, county, state or federal agency have been obtained and or renewed as may be required. In the event the appraisers have not been provided with evidence of such licenses, permits, certificates and-or agreements, the client is advised to obtain such prior to any reliance on this report or document.
27. If the subject of this assignment involves proposed construction, and this report or document is based on plans and specifications provided, we have assumed that the author(s) of such plans and specifications is competent, licensed and qualified and that the proposed improvements will be completed in a reasonable period of time, employing good quality workmanship and materials. The appraisers have not considered and assume no responsibility for subsequent changes, substitutions or revisions to the plans and specifications as well as any consequential impact that may have on the value estimate.
28. We do not disclose any personal information gathered in the preparation of the appraisal report to any third parties. Information obtained from the client during the appraisal process shall be retained in our files for a minimum of five (5) years from completion of the assignment. Unless required by law, information provided to us and specified as confidential by the client shall not be shared or published except within the context of the appraisal report.

CONTINGENT ASSUMPTIONS AND LIMITING CONDITIONS

Unless specifically stated, this appraisal, review, analysis or consulting assignment has been prepared subject to the following Contingent Assumptions and Limiting Conditions:

29. As of the effective date of this document, the United States continues to be impacted by a dramatic and life changing event due to the Covid-19 (Coronavirus) Pandemic. In March 2020, a quarantine was enacted which imposed stringent mask wearing requirements and limitations on virtually all social and economic related activity at the local, county, state and federal levels. A majority of these mandates were recently eased and lifted with some being retained. Nonetheless, the federal government continues to maintain close observations and monitoring of individual state testing and vaccination statistics and has noted the possibility that in the event of a resurgence of the Covid-19 (Coronavirus) Pandemic that any, and possibly all of the previously lifted quarantine restrictions could be reinstated.

On May 5, 2023, the World Health Organization (WHO) declared that the Covid-19 pandemic was no longer a global health emergency. However, it remains a declared global pandemic with over 765,000,000 individual cases reported and in excess of 6,000,000 fatalities.

The Covid-19 Pandemic overall impact brought about by this event on local, state and national economies along with real estate markets cannot be estimated nor projected until such time as the government declares an official end to the pandemic. Furthermore, most economists agree that the long-term effects of the pandemic, if any, will not be readily apparent for many months and perhaps longer, after it's official end. At that point, a comprehensive analysis of all available data can be made to determine what impact, if any it has had.

This appraisal, review, analysis or consulting assignment has not recognized nor considered any potential direct or indirect impact or effect the Covid-19 Pandemic may or may not have on the conclusions contained herein.

QUALIFICATIONS

MARK E. HENDRICKS, CRE®, FRICS, CTA, SCGRE

Education: Mount Saint Mary's University – B.A. - 1981

Experience: Actively engaged in real estate valuation, counseling and advisory studies within the State of New Jersey since 1981. Appraisal, counseling and advisory assignments included the following: residential properties, subdivisions, multi-family condominium and townhouse development; commercial properties, retail centers, mixed-use properties, automobile dealerships, neighborhood shopping centers, regional shopping malls; office buildings, corporate campuses, corporate offices, leasing analysis and consulting; apartment properties of all types; industrial properties, warehouse, manufacturing, flex, distribution and terminals; vacant sites including residential, commercial, industrial, waterfront, quarry properties, green acres-open space, conservation and recreational lands; other assignments of a specialized nature include: corporate office-headquarters, power generation facilities; hospitals, schools, golf courses, telecom facilities, easements, partial interests, breweries and insurance loss analysis. These assignments were conducted for both public and private entities and individuals.

Mr. Hendricks is qualified as an expert witness before the Tax Court of New Jersey, the Superior Court of New Jersey, the United States Bankruptcy Court, Numerous County Boards of Taxation, along with local planning and zoning boards. He is also an approved State of New Jersey, Department of Environmental Protection, Green Acres Division, real estate appraiser.

- Professional Territory - Northern New Jersey - Bergen, Essex, Hudson, Middlesex, Morris, Passaic, Somerset, and Union Counties.
- He has served as a Commissioner in Condemnation for the Superior Court of New Jersey.
- Mr. Hendricks served as the municipal Tax Assessor for the Township of Nutley in 2004.
- He is has also been an active owner, investor, and manager in several multi-family, commercial and office properties.

Employment: 1981-1997 – Vice President
Robert W. Hendricks & Company, Inc.

1997-2019 - Principal & CEO
2020 - Present - President
The Hendricks Appraisal Company, LLC
Seven Hutton Avenue - Suite A
West Orange, New Jersey 07052
(973) 736-5656 – (973) 736-2364 (Facsimile)
email - mhendrickscre@gmail.com & mehnhaol@aol.com

QUALIFICATIONS

MARK E. HENDRICKS, CRE®, FRICS, CTA, SCGREA

Affiliations:

Member - The Counselors of Real Estate – CRE®
Fellow Royal Institute of Chartered Surveyors - FRICS
Affiliate Member - Appraisal Institute
Member IAAO – International Association of Assessing Officers
Member IREM - Institute of Real Estate Management
New Jersey State Certified General Real Estate Appraiser (SCGREA - 42RG0923)
New Jersey State Certified Tax Assessor – CTA (#1591)

General Information:

Mr. Hendricks has conducted acquisition appraisals for various large scale eminent domain projects including: the New Jersey Performing Arts Center (NJPAC); Prudential Center Arena; Society Hill Development at University Heights; Essex County Correctional Facility; Honorable Joseph G. Minish Passaic River Waterfront Promenade; Science Park School Project. In addition to acquisition appraisals, he has served as the review appraiser in connection with other large scale developments including: the Riverfront Stadium facility; New Jersey Transit Light Rail Program; Newark Airport Monorail; various public school development and expansion projects. Other major redevelopment projects predominantly located within the City of Newark include the Home Depot; Victory Gardens development; South Ward Industrial Park; Hartz Mountain Industrial-Waverly Yards; Multiplex Cinema; Newark Entertainment Complex; Bergen Street Redevelopment project; and the Center City (Paterson) development.

Mr. Hendricks has been retained as the real estate appraisal expert and tax consultant for numerous municipalities including: Township of Belleville, Township of Bloomfield, Borough of Chatham, Township of Cedar Grove, Borough of Caldwell, City of Clifton, Township of East Hanover, City of East Orange, Township of Fairfield, Borough of Glen Ridge, Township of Little Falls, Township of Maplewood, Township of Montclair, City of Newark, Borough of New Providence, Borough of North Caldwell, Township of Nutley, City of Orange Township, Borough of Roseland, City of Summit, Township of Union, Township of Verona, Township of West Caldwell, Township of West Orange.

In addition to his appraisal, consulting and advisory experience, he has been retained by several communities to review and monitor the Class IV components (apartment-commercial-industrial) of municipal revaluation and reassessment programs. These include the Township of Belleville, Borough of Caldwell, City of East Orange, Borough of Glen Ridge, Township of Little Falls, Township of Montclair, Township of Nutley (2), the Borough of North Caldwell, Township of Fairfield, City of Paterson, Borough of Roseland, Township of Verona, Township of Cedar Grove, the Township of West Caldwell, and the Township of West Orange.

PARTIAL LISTING OF CLIENTS SERVED & MAJOR ASSIGNMENTS

<u>Government:</u>	<u>Financial:</u>
U.S. Department of Commerce	Bank of America
U.S. Department of Justice	Blue Foundry Bank
U.S. Department of Veterans Affairs	Citibank
U.S. Post Office	TD Bank
U.S. Small Business Administration	PNC Bank
U.S. Department of the Interior	Regal Bank
Internal Revenue Service	Glen Rock Savings Bank
	Valley Bank
N.J. Office of the Attorney General	
N.J. Economic Development Authority	<u>Attorneys:</u>
N.J. Department of Environmental Protection	
N.J. Schools Development Authority	DeCotiis, Fitzpatrick, Cole & Gibbons, LLP
N.J. Housing & Mortgage Finance Agency	Lum, Drasco & Positan, LLC
	Connell Foley, LLP
Essex County Board of Chosen Freeholders	McManimon, Scotland & Bauman, LLC
Essex County Parks Commission	McElroy, Deutsch & Mulvaney
Essex County Office of the County Counsel	Scarinci & Hollenbeck, LLC
Essex County Improvement Authority	Riker, Danzig, Scherer, Hyland & Perretti, LLP
	O'Toole Scrivo
Borough of Alpine	DeFrancesco, Bateman, Kunzman, Davis Lehrer & Flaum
Township of Belleville	
Township of Bloomfield	<u>Major Assignments:</u>
Township of Cedar Grove	
Borough of Caldwell	New Jersey Performing Arts Center Site
Borough of Chatham	Prudential Center (NJ Devils Arena) Site
City of Clifton	Essex County Administration & Courts Complex
Township of East Hanover	Newark Riverfront Stadium
City of East Orange	N.J. Light Rail Project - Newark
Borough of Florham Park	Anheuser-Busch Brewery
Township of Fairfield	New Jersey Institute of Technology - Various Properties
City of Garfield	Prudential Offices - Newark & Roseland
Borough of Glen Ridge	PSE&G Corporate Headquarters
Township of Little Falls	Gateway Office Complex
Township of Maplewood	East Orange General Hospital
Township of Montclair	Kessler Institute - West Orange Complex
City of Newark	The Mall at Short Hills
Borough of New Providence	Livingston Mall
Borough of North Caldwell	Essex Fells Country Club
Township of Nutley	Essex County Country Club
City of Orange Township	Crestmont Country Club
City of Paterson	Montclair Golf Club
Borough of Roseland	Ridgewood Country Club
City of Summit	Rock Spring Country Club
Township of South Orange Village	White Beeches Country Club
Township of Union	Victory Gardens Redevelopment Site
Township of Verona	Society Hill Newark Site
Township of Washington	Home Depot - Newark Site
Township of West Caldwell	Home Depot - Paterson Site
Township of West Orange	Multiplex Cinema - Newark Site
	Essex County Correctional Facility - Newark Site

RESOLUTION

WHEREAS, on June 3, 2003, Borrowers Marie C. Louis and Jean A. Louis (the “Borrowers”) executed a Mortgage in the amount of \$10,965 (the “Mortgage”) to secure a loan through the Township of West Orange’s Housing Rehabilitation Program on the property located at 4 Lawrence Avenue, West Orange, New Jersey 07052 (the “Property”); and

WHEREAS, the Mortgage was recorded on August 1, 2003 at Book: 9047, Page: 46 with the Essex County Register of Deeds and Mortgages; and

WHEREAS, in January 2006, a payment was made to the Township of West Orange (the “Township”) to pay off the balance of the mortgage on the Property and the Township prepared, executed and provided a Discharge of Mortgage, annexed hereto as Exhibit “A”; and

WHEREAS, it appears that the Borrowers did not record the Discharge of Mortgage provided by the Township back in 2006; and

WHEREAS, the Borrowers require a new Discharge of Mortgage to be executed by the Township for recording with the Essex County Register of Deeds and Mortgages, annexed hereto as Exhibit “B.”

NOW, BE IT RESOLVED THAT the Mayor be and is hereby authorized to execute the Discharge of Mortgage, annexed hereto as Exhibit “B,” as to the Property; and be it further

RESOLVED that the Municipal Clerk be and is hereby authorized to attest to the Mayor’s signature on the Discharge of Mortgage concerning the Property; and be it further

RESOLVED that a copy of the Resolution shall be made available in the Clerk's office in accordance with applicable law.

Karen Carnevale, R.M.C.
Municipal Clerk

Tammy Williams
Council President

Adopted: December 5, 2023

Exhibit “A”



TOWNSHIP OF WEST ORANGE

66 Main Street, West Orange, New Jersey 07052

PLANNING AND DEVELOPMENT

John F. McKeon
Mayor

SUSAN BORG A.I.A.
Planning Director

February 26, 2007

Attn: Yuk Tse
Citicorp Trust Bank
P.O.Box 140129
Irving, TX 75014

Tel: -973-325-4110
Fax: 973-325-6359

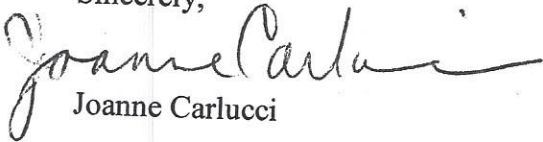
**RE: Discharge of Mortgage for
\$10,965.00 Loan from Township of West Orange
Rehabilitation Program(WOHRP)**

Dear Mr/Ms Tse:

This notice is to advise you that the loan, referenced above, covered by the mortgage placed on this home by the Township of West Orange under the Township of West Orange Rehabilitation Program (WOHRP) has been repaid. The mortgage can now be cleared from the County Title records. Please find enclosed a copy of the executed Discharge of Mortgage document.

You may record the Discharge we have prepared for you. This must be done at the County Clerk's Office in the Essex County Courthouse in Newark. The title to this property will remain encumbered until this is done. Thank you for your attention to this important matter.

Sincerely,


Joanne Carlucci

JC/jfc
Enclosure

Discharge of Mortgage

A certain Mortgage dated June . was made by Jean and Marie Louis, 4 Lawrence Avenue, West Orange,
To the Township of West Orange

This Mortgage was made to secure payment of \$10,965.00 and interest. It was recorded or registered in the office of the county recording officer of Essex County~ State of New Jersey, on August 1, 2003• in Mortgage Book 9047 on Page 46

1. This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now canceled and void.

2. I sign and CERTIFY to this Discharge of Mortgage on

Witnessed or Attested by:

Jo Ann Behar, Deputy

STATE OF NEW JERSEY, COUNTY OF CERTIFY that on

SS

personally came before me and stated to my satisfaction that this person (or if more than one, each person);
(a) Was tile maker of the attached instrument;
(b) executed this instrument as his or her own act.

Share Ostzner

Print name and title below signature

STATE OF NEW JERSEY, COUNTY
Of CERTIFY that on

SS:

SHARIANN P. QUIRK
Notary Public of New Jersey
My Commission Expires on 04/13/2010

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of the attached instrument;
(b) was authorized to and did execute this instrument as
of

(c) executed this instrument as the act of the entity named in this instrument, and, The entity named in this instrument, and,

RECORD AND RETURN TO:

Print name and title below signature

(For Recorder's Use Only)



West Orange Planning Department

66 Main Street
West Orange, NJ 07052

(973) 325-4110

Fax: (973)-325-6359

John F. McKeon

Mayor

Susan Borg

Director

MEMORANDUM

TO: Ed Coleman, Chief Financial Officer
FROM: Joanne Carlucci
DATE: 31-Jan-06
RE: Escrow Deposit Number: 312
Application Number: Payoff WOHRP
Applicant Name and Address: Marie & Jean Louis / 4 Lawrence Avenue
Check Number: 916474
Account Name: ESC - COAH Developers Fee
Account Number: [REDACTED]

Please deposit the attached check in the amount of \$12,965.00 into the above referenced escrow account.

ORIGINAL CHECK HAS A COLORED BACKGROUND PRINTED ON CHEMICAL REACTIVE PAPER - SEE BACK FOR DETAILS

ATM

ATM CORPORATION
OF AMERICA

ESCROW
ACCOUNT

First Union National Bank
Lehigh Valley East, PA 15708
62-22/311

916474

P.O. Box 1115 * 345 ROUSER RD
CORAOPOLIS, PA 15108
800-777-8759

DATE
01/25/06

AMOUNT
\$12,965.00

Pay ***TWELVE THOUSAND NINE HUNDRED SIXTY FIVE DOLLARS and 00/100***

TO THE ORDER OF THE TOWNSHIP OF WEST ORANGE

RE: MARIE LOUIS and JEAN LOUIS
File No: 5112010

Christina Anne Duran
AUTHORIZED SIGNATURE



Citicorp Trust Bank, fsb

Citicorp Trust Bank, fsb
311 New Rodgers Road, Suite C
Levittown, PA 19056

(215) 752-5187
(877) 880-1416

THE TOWNSHIP OF WEST ORANGE

HOUSING REHABILITATION PROGRAM 66 MAIN ST

West Orange, NJ 07052-

Re: Account No: MARIE & JEAN LOUIS

Marie C. Louis
Jean A. Louis
4 Lawrence Avenue
West Orange, NJ 07052-

Dear Sir/Madam:

Enclosed is a check in the amount of \$ 12,965.00 ✓ as payment in full for our mortgage/home equity line of credit. This payoff is good through February 15, 2006 .

Please facilitate the removal of any liens filed against the above referenced property in conjunction with this account.

If the above amount is insufficient to payoff account, you are authorized to apply it as payment on the account. You should notify Citicorp Trust Bank, fsb at the address referenced above as to the remaining balance on the account to be paid in full.

Should this be a Line of Credit, we are certifying that there are no outstanding checks or other advances. In addition, we are certifying that any checks associated with this Line of Credit have been destroyed. You are instructed to immediately close this line to any further advances.

Please forward all canceled loan papers other than the mortgage or lien releases directly to our attention. The mortgage or lien releases should be filed with the appropriate recording office then sent to Citicorp Trust Bank, fsb at the address shown below:

Citicorp Trust Bank, fsb
P.O. Box 140129
Irving, TX 75014

Thank you for your prompt attention in this matter.

Sincerely,

Yuk Tse

Booker / Funder

Marie C. Louis
Borrower Name
MARIE C. LOUIS

Date

Borrower Name

JEAN A. LOUIS

Date

Application No. [REDACTED]

Account No. [REDACTED]

A member of citigroup

LH 29726-7 11/2003

Township of West Orange Housing Rehabilitation Program (WOHRP)

Steven J. Weinberg
Program Coordinator
973-324-1556 or 732-390-4745

66 Main St.
West Orange, NJ 07052
steven.weinberg@mac.com

January, 10 2006

Mr. & Mrs. Marie & Jean Louis
4 Lawrence Ave.
West Orange, NJ 07052

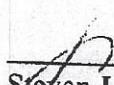
Dear Mr. & Mrs. Louis:

The Township Planning and Community Development Department has told me that you wish to pay off your West Orange Housing Rehabilitation Program loan.

Your loan payout amount is \$10,965.00. Your early payout penalty is \$2,000.00.

Your total payout due to West Orange Township, then, would be \$12,965.00

Sincerely,


Steven J. Weinberg
Program Coordinator

cc: Dept. of Planning & Community Development

Exhibit “B”

DISCHARGE OF MORTGAGE

A certain Mortgage dated June 6, 2003, was made by **MARIE C. LOUIS AND JEAN A. LOUIS**, of 4 Lawrence Avenue, West Orange, New Jersey 07052

To THE TOWNSHIP OF WEST ORANGE

This Mortgage was made to secure payment of \$10,965.00 and interest. It was recorded in the Office of the County Clerk/Register of Essex County, New Jersey, on August 1, 2003, in Mortgage Book 9047 on Page 46.

This Mortgage has been **PAID IN FULL** or otherwise **SATISFIED AND DISCHARGED**. It may now be discharged of record. This means that this Mortgage is now canceled and void.

I sign and **certify** to this Discharge of Mortgage on _____.

Witnesses or Attested by:

_____	Susan McCartney, Mayor	(SEAL)
Print name	Print name and title	

_____ (SEAL)

STATE OF NEW JERSEY, COUNTY OF ESSEX: SS:

I CERTIFY that on _____, 2023,

(a) this person was the subscribing witness to the signing of the attached instrument;

(b) this instrument was signed by _____, who is _____ of The Township of West Orange, the entity named in this Instrument, and was fully authorized to and did execute this instrument on its behalf; and

(c) the subscribing witness signed this proof under oath to attest to the truth of these facts.

Signed and sworn to before me on

_____, 2023.

(Print name of witness below signature)

(Print name of witness below signature)

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-32.2
RESTRICTED PARKING ZONES and 7-32.3 HANDICAPPED PARKING IN MUNICIPAL PARKING LOTS and
BOARD OF EDUCATION PROPERTY OF THE REVISED GENERAL ORDINANCES
OF THE TOWNSHIP OF WEST ORANGE**

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey as follows:

Section 1. Subsections 7-32.2, Restricted Parking Zones and 7-32.3 Handicapped Parking in Municipal Parking Lots and Board of Education Property, of the Revised General Ordinances of the Township of West Orange are hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*):

7-32.2 Restricted Parking Zones. Pursuant to N.J.S.A 39:4-197.6, Restricted Parking Zones, as defined in N.J.S.A. 39:4-207.6e, are established in front of the following residences as indicated on the Tax Maps of the Township of West Orange, at the specified locations. Parking within a specific zone is restricted to the motor vehicle issued a permit pursuant to N.J.S.A. 39:4-197.7. In accordance with N.J.S.A., 39:4-197.6 parking is permitted in the Restricted Parking Zone except when prohibited in front of the residence by other sections of this Chapter.

Residence Address	No. of Spaces	Location
77 Mitchell Street	1	Beginning 296 feet west of the westerly curb line of Rollinson Street and extending 18 feet west.
21 Lafayette Street	1	Beginning 217 feet south of the Southerly curb line of Cary Street And extending 19 feet south.

Subsection 7-32.3, Handicapped Parking in Municipal Parking Lots and Board of Education Property, of the Revised General Ordinances of the Township **of** West Orange is hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*):

In accordance with the provisions of N.J.S.A. 39:4-197, the following locations are designated as handicapped parking places. Such spaces are for use by persons who have been issued special identification cards or plates or placards by the New Jersey Motor Vehicle Commission, or a temporary placard issued by the Chief of Police. No other person shall be permitted to park in these places.

<i>Location</i>	<i>Spaces</i>	<i>Parking Space(s)</i>
51 Seward Street (Lot #11)	2	No. 1 & No. 2

Section 2. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to this end the provisions of this Ordinance are severable.

Section 3. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law and upon the approval of the New Jersey Department of Transportation if required.

Susan McCartney, Mayor

Karen J. Carnevale, R.M.C.

Tammy Williams, Council President

Introduced: November 20, 2023

Adopted: December 5, 2023

LEGISLATIVE HISTORY

This Ordinance is in response to requests from handicapped residents who reside at 77 Mitchell Street, and 21 Lafayette Street.

By adopting this Ordinance, the Township will establish a handicapped parking stall adjacent to each of these addresses. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones.

Additionally, a Township resident requested a handicapped parking space be located in Lot #11 at 51 Seward Street adjacent to both Colgate Field and Edison Middle School. The Municipal Engineer determined that two spaces were necessary for this location. These spaces will be available for use by anyone issued a NJMVC handicapped placard or license plate.

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-25, LOADING ZONES, SUBSECTION 7-14.7, ALTERNATE SIDE PARKING, AND 7-14.1, NIGHT PARKING RESTRICTED OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey as follows:

Section 1. Subsection 7-25, Loading Zones, of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion, bold type denotes addition*):

Name of Street	Hours/Days	Sides	Location
Chestnut Street	7AM-6PM M-F	South	Beginning at a point 38 feet east of the easterly curb line of Franklin Avenue and extending to a point 130 feet easterly there from. The first twenty feet of this Zone is designated as a Handicapped Drop Off Area.

Section 2. Subsection 7-14.7, Alternate Side Parking, of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion, bold type denotes addition*):

Name of Street	Column A	Column B	Location
<i>Chestnut Street</i>	<i>North</i>	<i>South</i>	<i>Watchung Avenue to Franklin Avenue</i>
Chestnut Street	North		Watchung Avenue to Franklin Avenue
Chestnut Street		South	Watchung Avenue to Whittlesey Avenue

Section 3. Subsection 7-14.1C, Night Parking Restricted, of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion*, **bold type denotes addition**):

EXCEPTIONS

Name of Street	Side	Location
<i>Chestnut Street</i>	<i>Both</i>	<i>Franklin Avenue to Harrison Avenue</i>
Chestnut Street	North	Franklin Avenue to Harrison Avenue
Chestnut Street	South	Whittlesey Avenue to Harrison Avenue

Section 4. If any provisions of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application and to this end, the provisions of this Ordinance are severable. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 5. This Ordinance shall take effect upon final passage and publication in accordance with law.

SUSAN McCARTNEY, MAYOR

TAMMY WILLIAMS,
COUNCIL PRESIDENT

KAREN J. CARNEVALE, R.M.C.,
MUNICIPAL CLERK

INTRODUCED: November 20, 2023

ADOPTED: December 5, 2023

Approved as to form on the basis of facts provided.

LEGISLATIVE HISTORY

This Ordinance amends the Revised General Ordinances of the Township of West Orange Chapter 7-25, Loading Zones, adding a new loading zone on Chestnut Street adjacent to the Playhouse Preschool on Franklin Avenue to accommodate the safe drop off and pickup of students. The subsequent adjustment of existing Township Ordinances allows this change. Loading Zones are permitted for loading or unloading goods, materials and passengers.

**TOWNSHIP OF WEST ORANGE
COUNTY OF ESSEX, STATE OF NEW JERSEY**

BOND ORDINANCE NUMBER 2829-23

**BOND ORDINANCE PROVIDING FOR VARIOUS 2023
CAPITAL ACQUISITIONS AND IMPROVEMENTS, BY AND
IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY
OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING
\$6,300,000 THEREFOR AND AUTHORIZING THE ISSUANCE
OF \$6,000,000 BONDS OR NOTES OF THE TOWNSHIP TO
FINANCE PART OF THE COST THEREOF**

**BE IT ORDAINED AND ENACTED BY THE TOWNSHIP COUNCIL OF THE
TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW
JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), AS
FOLLOWS:**

SECTION 1. The improvements or purposes described in Section 3(a) of this bond ordinance are hereby authorized as general improvements to be undertaken by the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"). For the said improvements or purposes stated in Section (3)(a) hereof, there is hereby appropriated the amount of \$6,300,000, said amount being inclusive of a down payment in the amount of \$300,000 now available for said improvements or purposes as required by the Local Bond Law of the State of New Jersey, as amended and supplemented (N.J.S.A. §40A:2-1 et seq.) (the "Local Bond Law"), by virtue of an appropriation from the Township's Capital Improvement Fund for down payment or capital improvement purposes in a previously adopted budget or budgets of the Township.

SECTION 2. For the financing of said improvements or purposes described in Section (3)(a) hereof and to meet part of said \$6,300,000 appropriation not provided for by said down payment referred to in Section 1 hereof, negotiable bonds of the

Township are hereby authorized to be issued in the aggregate principal amount of \$6,000,000 pursuant to, and within the limitations prescribed by, the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Township in an aggregate principal amount not exceeding \$6,000,000 are hereby authorized to be issued pursuant to, and within the limitations prescribed by, said Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued include, but are not limited to, as follows:

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(i) Improvements and repairs to various roadways within the Township, including, but not limited to, Valley Way, Maple Street, Hoover Avenue, Cleveland Terrance, Lincoln Avenue, Mount Pleasant Place, Lancaster Terrace, Normandy Terrace, Manchester Road, and Chestnut Road;	\$ 3,300,000	\$ 3,142,857	\$ 157,143	10 years
(ii) Various improvements and repairs to Lando Lot within the Township, including, but not limited to, stripping, realignment, and re-opening of the Washington entrance;	\$ 100,000	\$ 95,238	\$ 4,762	10 years
ii) Various repairs, upgrades and decommissions for the Township sewer system, including but not limited to, decommissioning pump stations, replacing existing 18" sewer on Freeman Street, upgrading backup pump systems on Haggerty street, and culvert improvements on Beverly Road and Glenn Avenue, including, but not limited to, designing repairs for sanitary sewers, stream erosion, outfalls and channels;	\$ 650,000	\$ 619,047	\$ 30,953	20 years

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(iv) Acquisition of various non-passenger vehicles for various departments within the Township, including but not limited to, a fire engine for the Fire Department, and the replacement of garbage trucks and tandems for the Department of Public Works, including equipment and accessories related thereto;	\$ 1,500,000	\$ 1,428,571	\$ 71,429	10 years
(v) Various outdoor facility improvements to Township owned properties, including but not limited to, improvements and upgrades to the Township Municipal and Police buildings;	\$ 550,000	\$ 523,809	\$ 26,191	15 years
(vi) Various interior facility improvements to Township owned properties, including but not limited to, fire safety upgrades and improvements to the Township Municipal building;	\$ 100,000	\$ 95,238	\$ 4,762	10 years
(vii) Acquisition of various equipment, including but not limited to, personal protective equipment for the Fire Department, including equipment and accessories related thereto;	\$ 50,000	\$ 47,620	\$ 2,380	10 years
(viii) Acquisition of equipment, including but not limited to, upgrades and replacements to copiers in various municipal buildings throughout the Township.	\$ 50,000	\$ 47,620	\$ 2,380	5 years
TOTALS:	<u>\$ 6,300,000</u>	<u>\$ 6,000,000</u>	<u>\$ 300,000</u>	<u>11.42 years</u>

(b) The improvements and purposes set forth in Section 3(a) above shall also include, but are not limited to, as applicable, milling, paving, repaving, striping, curbs, driveway aprons, manholes, and all engineering and design work, surveying, construction management services, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, environmental testing and remediation, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto.

(c) The estimated maximum amount of bonds or notes to be issued by the Township for said improvements and purposes is \$6,000,000.

(d) The estimated cost of said improvements and purposes to the Township is \$6,300,000, the excess amount thereof over the estimated maximum amount of bonds or notes to be issued therefor is the down payment in the amount of \$300,000 now available for said improvements and purposes from the Township's Capital Improvement Fund.

SECTION 4. In the event the United States of America, the State of New Jersey, and/or the County of Essex make a contribution or grant in aid to the Township for the improvements and purposes authorized hereby and the same shall be received by the Township prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, and/or the County of Essex. In the event that any amount so contributed or granted by the United States of America, the State of New Jersey, and/or the County of Essex shall be received by the Township after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the Township as a result of using funds from this bond ordinance as "matching local funds" to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Township (the "Chief Financial Officer"), provided that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be

determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of N.J.S.A. § 40A:2-8.1 of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at a public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget of the Township, as applicable. The capital budget or temporary capital budget, as applicable, of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3(a) of this bond ordinance are not current expenses and are improvements and purposes which the

Township may lawfully undertake as general improvements and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvements or purposes, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof in accordance with the limitations set forth in the Local Bond Law, is 11.42 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$6,000,000. The obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An amount not exceeding \$1,260,000 for items of expense listed in and permitted under N.J.S.A. § 40A:2-20 of the Local Bond Law is included in the estimated cost indicated herein for the purposes and improvements described in Section 5(a) hereof.

SECTION 8. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township and, unless paid from other sources, the Township shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Township for the payment of the principal of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 9. The Township reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3(a) hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. This Section 9 is intended to be and hereby is a declaration of the Township's official intent to reimburse any expenditure toward the costs of the improvements or purposes described in Section 3(a) hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulation Section 1.150-2. All reimbursement allocations will occur not later than eighteen (18) months after the later of (i) the date the expenditure from a source other than any bonds or notes authorized by this bond ordinance is paid, or (ii) the date the improvements or purposes described in Section 3 hereof are "placed in service" (within the meaning of Treasury Regulation §1.150-2) or abandoned, but in no event more than three (3) years after the expenditure is paid.

SECTION 10. The Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of the obligations of the Township authorized herein and to execute such disclosure document on behalf of the Township. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of the obligations of the Township, which are authorized herein, and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails

to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 11. The Township covenants to maintain the exclusion from gross income under Section 103(a) of the Internal Revenue Code of 1986, as amended, of the interest on all bonds and notes issued on a tax-exempt basis under this bond ordinance.

SECTION 12. The Mayor, the Chief Financial Officer, the Township Administrator, and any other official/officer of the Township are each hereby authorized and directed to execute, deliver and perform any agreement necessary to undertake the improvements or purposes set forth herein and to effectuate any transaction contemplated hereby.

SECTION 13. This bond ordinance shall take effect twenty (20) days after the first publication of this bond ordinance after final adoption and approval by the Mayor, as provided by the Local Bond Law.

**ADOPTED ON FIRST READING
DATED: November 20, 2023**

**KAREN J. CARNEVALE, Clerk
Township of West Orange**

**TAMMY WILLIAMS,
Council President
Township of West Orange**

**ADOPTED ON SECOND READING
DATED: December 5, 2023**

**KAREN J. CARNEVALE, Clerk
Township of West Orange**

**TAMMY WILLIAMS,
Council President
Township of West Orange**

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2023.

SUSAN MCCARTNEY, Mayor
Township of West Orange

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

PUBLIC NOTICE

NOTICE OF PENDING BOND ORDINANCE AND SUMMARY

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") on November 20, 2023. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body of the Township to be held at the Township Municipal Building, 66 Main Street, West Orange, New Jersey, in said County, on December 5, 2023 at 6:30 p.m. During the week prior to and up to and including the date of such meeting, copies of the full bond ordinance will be available at no cost and during regular business hours at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR VARIOUS 2023 CAPITAL ACQUISITIONS AND IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$6,300,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$6,000,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF

Purpose(s): The bond ordinance authorizes various 2023 capital acquisitions and improvements, decommissions, repairs, and upgrades, including, but not limited to, (i) improvements and repairs to various roadways within the Township, including, but not limited to, Valley Way, Maple Street, Hoover Avenue, Cleveland Terrance, Lincoln Avenue, Mount Pleasant Place, Lancaster Terrace, Normandy Terrace, Manchester Road, and Chestnut Road; (ii) various improvements and repairs to Lando Lot within the Township, including, but not limited to, stripping, realignment, and re-opening of the Washington entrance; (iii) various repairs, upgrades, and decommissions for the Township sewer system, including but not limited to, decommissioning pump stations, replacing existing 18" sewer on Freeman Street, upgrading backup pump systems on Haggerty Street, and culvert improvements on Beverly Road and Glenn Avenue, including, but not limited to, designing repairs for sanitary sewers, stream erosion, outfalls and channels; (iv) acquisitions of various non-passenger vehicles for various departments within the Township, including but not limited to, a fire engine for the Fire Department, and replacement of the garbage trucks and tandems for the Department of Public Works, including equipment and accessories related thereto; (v) various outdoor facility improvements to Township owned properties, including, but not limited to, improvements and upgrades to the Township Municipal and Police buildings; (vi) various interior facility improvements to Township owned properties, including but not limited to, fire safety upgrades and improvements to the Township Municipal building; (vii) acquisitions of various equipment, including but not limited to, personal protective equipment for the Fire Department, including equipment and accessories related thereto and; (viii) acquisitions of equipment, including but not limited to, upgrades and replacements to copiers in various locations throughout the Township. **Please refer to the full bond ordinance for a more complete description of the improvements and purposes of the bond ordinance.**

Appropriation: \$6,300,000

**Bonds/Notes
Authorized:** \$6,000,000

Down Payment: \$300,000

Section 20 Costs: \$1,260,000

Useful Life: 11.42 years

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

PUBLIC NOTICE

NOTICE OF BOND ORDINANCE ADOPTION AND SUMMARY

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") on December 5, 2023 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such bond ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full bond ordinance are available at no cost and during regular business hours at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR VARIOUS 2023 CAPITAL ACQUISITIONS AND IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$6,300,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$6,000,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF

Purpose(s): The bond ordinance authorizes various 2023 capital acquisitions and improvements, decommissions, repairs, and upgrades, including, but not limited to, (i) improvements and repairs to various roadways within the Township, including, but not limited to, Valley Way, Maple Street, Hoover Avenue, Cleveland Terrance, Lincoln Avenue, Mount Pleasant Place, Lancaster Terrace, Normandy Terrace, Manchester Road, and Chestnut Road; (ii) various improvements and repairs to Lando Lot within the Township, including, but not limited to, stripping, realignment, and re-opening of the Washington entrance; (iii) various repairs, upgrades, and decommissions for the Township sewer system, including but not limited to, decommissioning pump stations, replacing existing 18" sewer on Freeman Street, upgrading backup pump systems on Haggerty Street, and culvert improvements on Beverly Road and Glenn Avenue, including, but not limited to, designing repairs for sanitary sewers, stream erosion, outfalls and channels; (iv) acquisitions of various non-passenger vehicles for various departments within the Township, including but not limited to, a fire engine for the Fire Department, and replacement of the garbage trucks and tandems for the Department of Public Works, including equipment and accessories related thereto; (v) various outdoor facility improvements to Township owned properties, including, but not limited to, improvements and upgrades to the Township Municipal and Police buildings; (vi) various interior facility improvements to Township owned properties, including but not limited to, fire safety upgrades and improvements to the Township Municipal building; (vii) acquisitions of various equipment, including but not limited to, personal protective equipment for the Fire Department, including equipment and accessories related thereto and; (viii) acquisitions of equipment, including but not limited to, upgrades and replacements to copiers in various locations throughout the Township. **Please refer to the full bond ordinance for a more complete description of the improvements and purposes of the bond ordinance.**

Appropriation: \$6,300,000

**Bonds/Notes
Authorized:** \$6,000,000

Down Payment: \$300,000

Section 20 Costs: 1,260,000

Useful Life: 11.42 years

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CERTIFICATE OF INTRODUCTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a regular meeting of the Township Council of the Township duly called and held on November 20, 2023 at 6:30 p.m. at the Township Municipal Building, 66 Main Street, West Orange, New Jersey and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body of the Township and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this _____ day of _____, 2023.

(SEAL)

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CERTIFICATE OF FINAL ADOPTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a regular meeting of the Township Council of the Township duly called and held on December 5, 2023 at 6:30 p.m. at the Township Municipal Building, 66 Main Street, West Orange, New Jersey and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this _____ day of _____, 2023.

(SEAL)

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CLERK'S CERTIFICATE AS TO ADOPTION OF BOND ORDINANCE

I, KAREN J. CARNEVALE, DO HEREBY CERTIFY that I am the Clerk of the Township of West Orange, in the County of Essex (the "Township"), a municipal corporation organized and existing under the laws of the State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the Township. In such capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the Township and the records relative to all resolutions and ordinances of the Township. The representations made herein are based upon the records of the Township. I DO HEREBY FURTHER CERTIFY THAT:

(1) Attached hereto is the bond ordinance introduced on November 20, 2023 and finally adopted on December 5, 2023 by the Township Council of the Township and approved by the Mayor on _____, 2023.

(2) After introduction, the bond ordinance was published as required by law on _____, 2023 in _____ (insert name of newspaper).

(3) Following the passage of the bond ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the Township at the place where public notices are customarily posted, a copy of said bond ordinance or a summary thereof and a notice that copies of the bond ordinance would be made available to the members of the general public of the Township who requested copies, up to and including the time of further consideration of the bond ordinance by the governing body of the Township. Copies of the bond ordinance were made available to all who requested same.

(4) After final passage, the bond ordinance was duly approved by the Mayor on _____, 2023 and was duly published as required by law on _____, 2023 in _____(insert name of newspaper). No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body of the Township or to me or filed in my office within twenty (20) days after said publication or at any other time after the final passage thereof.

(5) The bond ordinance has not been amended, added to, altered or repealed and said bond ordinance is now in full force and effect.

(6) A certified copy of the bond ordinance and a copy of the amended capital budget form have been filed with the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs, as applicable.

(7) An impression of the official seal of the Township is affixed opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this _____ day of _____, 202__.

(SEAL)

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

**CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT
FOR BOND ORDINANCE**

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by John Gross, the Chief Financial Officer of the Township, as of November 20, 2023, that such Supplemental Debt Statement was filed in my office on November 20, 2023 and with the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs on _____, 2023.

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

DOWN PAYMENT CERTIFICATE

I, the undersigned Chief Financial Officer of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that prior to final adoption of the bond ordinance entitled,

**"BOND ORDINANCE PROVIDING FOR VARIOUS 2023
CAPITAL ACQUISITIONS AND IMPROVEMENTS, BY
AND IN THE TOWNSHIP OF WEST ORANGE, IN THE
COUNTY OF ESSEX, STATE OF NEW JERSEY;
APPROPRIATING \$6,300,000 THEREFOR AND
AUTHORIZING THE ISSUANCE OF \$6,000,000 BONDS
OR NOTES OF THE TOWNSHIP TO FINANCE PART OF
THE COST THEREOF"**

there was available as a down payment for the improvements or purposes authorized by said bond ordinance the amount of \$300,000, which amount was made available by virtue of an appropriation from the Township's Capital Improvement Fund for down payment or capital improvement purposes in a previously adopted budget or budgets of the Township.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Township as of this _____ day of _____, 2023.

JOHN GROSS,
Chief Financial Officer

2023		Capital Budget Requests					
Department	Category	Project Title	Description	Justification	Useful Life	11,476,685.97 Amount Requested	Mayor's Priority
Engineering/DPW	Streets, Roads, Sewers & Sidewalks	STREET IMPROVEMENTS (ALREADY DESIGNED)	2021 STREET IMPROVEMENTS PHASE 2- VALLEY WAY, MAPLE ST, HOOVER AVE, CLEVELAND TERR. , LINCOLN AVE, MT. PLEASANT PL, LANCASTER TERR., NORMANDY TERR., MANCHESTER RD & CHESNUT RD.	DETERIORATED ROADWAYS THAT WERE PROMISED TO RESIDENTS OVER THE LAST 5 TO 10 YEARS	30	2,500,000.00	1
Administration	Streets, Roads, Sewers & Sidewalks	STREET IMPROVEMENTS	VARIOUS LOCATIONS	Reserve for General Capital Improvement needs	15	800,000.00	1
Administration	Streets, Roads, Sewers & Sidewalks	Parking Lot Improvements	Lando Lot	Stripping, re-alignmen and re-opening Washington Entrance	15	100,000.00	1
Engineering/DPW	Streets, Roads, Sewers & Sidewalks	KORWELL PUMP STATION	DECOMMISSION PS	DEMO GRAVITY SANITARY SEWER TO AVOID POTENTIAL ENVIRONMENTAL ISSUES	30	300,000.00	1
Engineering/DPW	Streets, Roads, Sewers & Sidewalks	FREEMAN STREET-SECTION OF SANITARY SEWER	REPLACE EXISTING 18" SEWER IN FREEMAN ST	EXISTING SEWER IS COLLAPSING	30	200,000.00	1
Engineering/DPW	Streets, Roads, Sewers & Sidewalks	HAGGERTY PS	BACKUP PUMP	UGRADE TO 12 YRS. OLD SYSTEM	15	75,000.00	1
Engineering/DPW	Streets, Roads, Sewers & Sidewalks	BEVERLY RD & GLENN AVE. CULVERT IMPROVEMENTS	DESIGN REPAIRS TO SANITARY SEWERS, OUTFALLS, STREAM EROSION & CHANNELS	EXTREMELY DETERIORATED & COMPROMISE SANITARY SEWER MAIN & OUTFALLS	30	75,000.00	1
Fire	Vehicles	Replacement 1250 gpm Fire Engine/Quint	Engine 6: 1989 Pierce (34 years old)	Engine 6: 1989 Pierce (34 years old)	20 years	1,200,000.00	1
Administration	Outdoor Facility Improvements	OUTDOOR FACILITY	VARIOUS MUNICIPAL BLDG & PD BLDG.	Reserve for General Capital Improvement needs	Per Year	500,000.00	1
Engineering/DPW	Outdoor Facility Improvements	OUTDOOR FACILITY	MUNICIPAL BLDG & PD BLDG.	PEDESTRIAN SAFETY IMPROVEMENTS	15	50,000.00	1
Engineering/DPW	Vehicles	VEHICLE REPLACEMENT	ONE ROLL OFF	REPLACE GARBAGE TRUCKS #26, #48 & TANDEMS #67? (2 for 1)	20	300,000.00	1
Engineering/DPW	Indoor Facility Improvements	INDOOR FACILITY	FIRE SAFETY IMPROVEMENTS MUNICIPAL BUILDING	RECOMMENDED FOR WORKER SAFETY	10	100,000.00	1
Fire	Equipment	Personal Protective Equipment (PPE)	Purchase/Replacement Project	Fire Depart Personnel	10 years	50,000.00	1
Administration	Information Technology	Copier Replacements	Various locations	Vast majority of Township Copiers are more than 10 years old	5	50,000.00	1
Engineering/DPW	Streets, Roads, Sewers & Sidewalks	STREET IMPROVEMENTS (CURRENTLY UNDER DESIGNED)	2022 PHASE I - CONFORTI AVENUE, HOOPER AVENUE, CARTERET STREET, CRYSTAL AVENUE, SUBURBAN DRIVE, DEVORE DRIVE, FLYNN TERRACE, MARCY PLACE, DOCKERY DRIVE, RONALD TERRACE, TERRACE AVENUE	DETERIORATED ROADWAYS THAT WERE PROMISED TO RESIDENTS OVER THE LAST 5 TO 10 YEARS	30	2,200,000.00	2
Engineering/DPW	Streets, Roads, Sewers & Sidewalks	STREET IMPROVEMENTS	SIGNS AND STRIPING	DETERIORATED SIGNS & PAVEMENT MARKINGS	10	250,000.00	2
Engineering/DPW	Streets, Roads, Sewers & Sidewalks	STREET IMPROVEMENTS	SHADE TREES	STREET ENHANCEMENTS & REPLACEMENT	30	150,000.00	2
Engineering/DPW	Streets, Roads, Sewers & Sidewalks	FIREHOUSE STATION No.4 PARKING LOT IMPROVEMENTS	MILLING, BASE REPAIR & PAVING OF REAR PARKING LOT	EXTREMELY DETERIORATED & CAUSING DAMAGE TO FIRE TRUCKS	20	125,000.00	2

Engineering/DPW	Indoor Facility Improvements	FIRESTATIONS No. 3 & 4 INTERIOR IMPROVEMENTS (UNDER DESIGN)	INTERIOR RENOVATIONS TO EXISTING BUILDINGS	WINDOWS, WALLS, HVAC, MECHANICAL, ETC.	20	1,250,000.00	2
Engineering/DPW	Indoor Facility Improvements	INDOOR FACILITY	SNACK BAR & LOCKER ROOM ROOF	REPLACE DETERIORATED ROOF	20	350,000.00	2
Engineering/DPW	Indoor Facility Improvements	EMERGENCY POWER	FIRESTATIONS No. 1, 4 & 5 EMERGENCY GENERATORS	REPLACEMENT OF EMERGENCY GENERATORS	15	250,000.00	2
Engineering/DPW	Indoor Facility Improvements	INDOOR FACILITY	DPW & ENGINEERING OFFICES AT 10 ROONEY CIRCLE	NEED TO MOVE DUE TO ONGOING REMEDIAL WORK & REDEVELOPMENT	20	250,000.00	2
Engineering/DPW	Indoor Facility Improvements	Katz Civic Center	Exterior & interior upgrade/repairs	Exterior & interior upgrade/repairs	15	100,000.00	2
Engineering/DPW	Vehicles	VEHICLE REPLACEMENT	LARGE PLOW TRUCK	REPLACE 1998 #56	20	400,000.00	2
Engineering/DPW	Vehicles	EQUIPMENT	TRUCK/TRAILER MOUNTED SEWER	INSPECT SEWER MAINS AS NEED IT & DURING EMERGENCIES	15	300,000.00	2
Health	Vehicles	VEHICLE REPLACEMENT	TWO SENIOR JITNEY BUSES (1 HANDICAPPED)	DETERIORATED BUSES	6	300,000.00	2
Recreation	Outdoor Facility Improvements	Kiddie Park Upgrade	Next Phase: Stagg, Lafayette, Jenkins	5 Year Kiddie Park Plan	15	550,000.00	2
Recreation	Outdoor Facility Improvements	Lafayette Park Conversion	Increase Parking Lot Size by 50%. Add Futsal & Volleyball Courts	The ball field is unused and is in not in sync with the neighborhood's recreational needs	15	200,000.00	2
Engineering/DPW	Equipment	EMERGENCY EQUIPMENT	EMERGENCY HVAC UNITS	4 PORTABLE HVAC UNITS FOR EMERGENCIES	10	50,000.00	2
Police IT	Information Technology	PC Upgrade	Add 3 additional Forensics PC's	secure and efficient investigations of crimes related to electronic	5	17,500.00	2
Recreation	Re-allocate Previously Approved Appropriations	Re-allocate Previously Approved Appropriations	Re-allocate Previously Approved Appropriations	Re-allocate Previously Approved Appropriations		(1,565,814.03)	2

**TOWNSHIP OF WEST ORANGE
COUNTY OF ESSEX, STATE OF NEW JERSEY**

BOND ORDINANCE NUMBER 2830-23

**BOND ORDINANCE PROVIDING FOR VARIOUS 2023
CAPITAL IMPROVEMENTS, BY AND IN THE TOWNSHIP OF
WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF
NEW JERSEY; APPROPRIATING \$6,104,494 THEREFOR
AND AUTHORIZING THE ISSUANCE OF \$5,813,800 BONDS
OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE
COST THEREOF AND CANCELLING AMOUNTS FROM
VARIOUS ORDINANCES NOT BEING USED FOR THEIR
ORIGINAL PURPOSE**

**BE IT ORDAINED AND ENACTED BY THE TOWNSHIP COUNCIL OF THE
TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW
JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), AS
FOLLOWS:**

SECTION 1. (a) The improvements or purposes described in Section 3(a) of this bond ordinance are hereby authorized as general improvements to be undertaken by the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"). For the said improvements or purposes stated in Section (3)(a) hereof, there is hereby appropriated the amount of \$6,104,494, said amount being inclusive of a down payment in the amount of \$290,694 now available for said improvements or purposes as required by the Local Bond Law of the State of New Jersey, as amended and supplemented (N.J.S.A. §40A:2-1 et seq.) (the "Local Bond Law"), by virtue of an appropriation from the Township's Capital Improvement Fund for down payment or capital improvement purposes in a previously adopted budget or budgets of the Township.

SECTION 2. For the financing of said improvements or purposes described in Section (3)(a) hereof and to meet part of said \$6,104,494 appropriation not provided for by said down payment referred to in Section 3(a) hereof, negotiable bonds of the Township are hereby authorized to be issued in the aggregate principal amount of \$5,813,800 pursuant to, and within the limitations prescribed by, the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Township in an aggregate principal amount not exceeding \$5,813,800 are hereby authorized to be issued pursuant to, and within the limitations prescribed by, said Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued include, but are not limited to, as follows:

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(i) Improvements and repairs to various roadways within the Township, including, but not limited to, paving, milling, striping, various roads within, including, but not limited to, Conforti Avenue, Hooper Avenue, Carteret Street, Crystal Avenue, Suburban Drive, Devore Drive, Flynn Terrance, Marcy Place, Dockery Drive, Ronald Terrace, Terrace Avenue, and the installation of street signs and shade trees;	\$ 1,961,994	\$ 1,868,565	\$ 93,429	10 years
(ii) Various parking lot improvements and repairs to and for the Township Fire Station, including but not limited to, milling, base repair, and paving of rear parking lots;	\$ 125,000	\$ 119,047	\$ 5,953	10 years
(iii) Various interior facility improvements to Township owned properties, including but not limited to, interior renovations to existing buildings, replacing emergency	\$ 2,200,000	\$ 2,095,238	\$ 104,762	20 years

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
generators, improving snack bar and locker room roof, and improving DPW and engineering offices at 10 Rooney Circle;				
(iv) Acquisition of various non-passenger vehicles for the Department of Public Works, including, but not limited to, a plow truck, truck/trailer mounted sewer, and two (2) jitney buses and accessories related thereto;	\$ 1,000,000	\$ 952,380	\$ 47,620	10 years
(v) Various outdoor facility improvements to Township owned properties, including but not limited to, increasing Lafayette Park's size to add futsal and volleyball courts, and upgrades to the Kiddie Park;	\$ 750,000	\$ 714,285	\$ 35,715	15 years
(vi) Acquisition of various emergency equipment, including but not limited to, emergency HVAC units and;	\$ 50,000	\$ 47,619	\$ 2,381	5 years
(vii) Acquisition of various equipment, including but not limited to, additional forensics computers.	\$ 17,500	\$ 16,666	\$ 834	5 years
TOTALS:	<u>\$6,104,494</u>	<u>\$ 5,813,800</u>	<u>\$ 290,694</u>	<u>14.16 years</u>

(b) The improvements and purposes set forth in Section 3(a) above shall also include, as applicable, all engineering and design work, surveying, construction management services, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, environmental testing and remediation, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto.

(c) The estimated maximum amount of bonds or notes to be issued by the Township for said improvements and purposes is \$5,813,800.

(d) The estimated cost of said improvements and purposes to the Township is \$6,104,494, the excess amount thereof over the estimated maximum amount of bonds or notes to be issued therefor is the down payment in the amount of \$290,694 now available for said improvements and purposes from the Township's Capital Improvement Fund.

SECTION 4. In the event the United States of America, the State of New Jersey, and/or the County of Essex make a contribution or grant in aid to the Township for the improvements and purposes authorized hereby and the same shall be received by the Township prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, and/or the County of Essex. In the event that any amount so contributed or granted by the United States of America, the State of New Jersey, and/or the County of Essex shall be received by the Township after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the Township as a result of using funds from this bond ordinance as "matching local funds" to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Township (the "Chief Financial Officer"), provided that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the

signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of N.J.S.A. § 40A:2-8.1 of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at a public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget of the Township, as applicable. The capital budget or temporary capital budget, as applicable, of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3(a) of this bond ordinance are not current expenses and are improvements and purposes which the Township may lawfully undertake as general improvements and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvements or purposes, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof in accordance with the limitations set forth in the Local Bond Law, is 14.16 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$5,813,800. The obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An amount not exceeding 1,220,898 for items of expense listed in and permitted under N.J.S.A. § 40A:2-20 of the Local Bond Law is included in the estimated cost indicated herein for the purposes and improvements described in Section 5(a) hereof.

SECTION 8. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township and, unless paid from other sources, the Township shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Township for the payment of the principal of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 9. The Township reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3(a)

hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. This Section 9 is intended to be and hereby is a declaration of the Township's official intent to reimburse any expenditure toward the costs of the improvements or purposes described in Section 3(a) hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulation Section 1.150-2. All reimbursement allocations will occur not later than eighteen (18) months after the later of (i) the date the expenditure from a source other than any bonds or notes authorized by this bond ordinance is paid, or (ii) the date the improvements or purposes described in Section 3 hereof are "placed in service" (within the meaning of Treasury Regulation §1.150-2) or abandoned, but in no event more than three (3) years after the expenditure is paid.

SECTION 10. The Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of the obligations of the Township authorized herein and to execute such disclosure document on behalf of the Township. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of the obligations of the Township, which are authorized herein, and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 11. The Township covenants to maintain the exclusion from gross income under Section 103(a) of the Internal Revenue Code of 1986, as amended, of the interest on all bonds and notes issued on a tax-exempt basis under this bond ordinance.

SECTION 12. The Mayor, the Chief Financial Officer, the Township Administrator, and any other official/officer of the Township are each hereby authorized and directed to execute, deliver and perform any agreement necessary to undertake the improvements or purposes set forth herein and to effectuate any transaction contemplated hereby.

SECTION 13. The Township has determined that \$927,808.75 (the “Excess Authorizations”) in authorized but unissued amounts in various ordinances are no longer needed for their intended purpose. The Township hereby cancels the following amounts in the following bond ordinances:

Bond Ordinance Number and Date of Adoption	Excess Proceeds Amount Canceled	Section of Bond Ordinance	Projects
2704-22, finally adopted December 20, 2022	\$300,000	Section 3(a)(iv)	Degnan Park Rolling Green Hills tennis courts and Degnan Park Perimeter Pathway
2704-22, finally adopted December 20, 2022	\$262,808.75	Section 3(a)(iv)	Minish Park

Bond Ordinance Number and Date of Adoption	Excess Proceeds Amount Canceled	Section of Bond Ordinance	Projects
2704-22, finally adopted December 20, 2022	\$250,000	Section 3(a)(vi)	Garbage trucks
2704-22, finally adopted December 20, 2022	\$100,000	Section 3(a)(iv)	Degnan Park Bathrooms
2661-21, finally adopted October 26, 2021	\$15,000	Section 3(a)(iv)	O'Conner handball courts
TOTAL:	<u>\$927,808.75</u>		

SECTION 14. This bond ordinance shall take effect twenty (20) days after the first publication hereof after final adoption, as provided by the Local Bond Law.

ADOPTED ON FIRST READING

DATED: November 20, 2023

**KAREN J. CARNEVALE, Clerk
Township of West Orange**

**TAMMY WILLIAMS,
Council President
Township of West Orange**

ADOPTED ON SECOND READING

DATED: December 5, 2023

**KAREN J. CARNEVALE, Clerk
Township of West Orange**

**TAMMY WILLIAMS,
Council President
Township of West Orange**

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2023.

**SUSAN MCCARTNEY, Mayor
Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

PUBLIC NOTICE

NOTICE OF PENDING BOND ORDINANCE AND SUMMARY

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") on November 20, 2023. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body of the Township to be held at the Township Municipal Building, 66 Main Street, West Orange, New Jersey, in said County, on December 5, 2023 at 6:30 p.m. During the week prior to and up to and including the date of such meeting, copies of the full bond ordinance will be available at no cost and during regular business hours at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR VARIOUS 2023 CAPITAL IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$6,104,494 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$5,813,800 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF AND CANCELLING AMOUNTS FROM VARIOUS ORDINANCES NOT BEING USED FOR THEIR ORIGINAL PURPOSE

Purpose(s): The bond ordinance authorizes various 2023 capital improvements, acquisitions, repairs, and upgrades, including, but not limited to, (i) improvements and repairs to various roadways within the Township, including, but not limited to, paving, milling, striping, various roads within, including, but not limited to, Conforti Avenue, Hooper Avenue, Carteret Street, Crystal Avenue, Suburban Drive, Devore Drive, Flynn Terrance, Marcy Place, Dockery Drive, Ronald Terrace, Terrace Avenue, and the installation of street signs and shade trees; (ii) improvements and repairs to and for the Township Fire Station, including, but not limited to, milling, base repair, and paving of rear parking lots; (iii) various interior facility improvements to Township owned properties, including, but not limited to, interior renovations to existing buildings, replacing emergency generators, improving snack bar and locker room roof, and improving DPW and engineering offices at 10 Rooney Circle; (iv) acquisition of various non-passenger vehicles for the Department of public Works, including but not limited to, a plow truck, truck/trailer mounted sewer, and two (2) jitney buses and accessories related thereto; (v) various outdoor facility improvements to Township owned properties, including, but not limited to, increasing Lafayette Park's size and improving the Kiddie Park; (vi) acquisition of various emergency equipment, including, but not limited to, emergency HVAC units; (vii) acquisition of various equipment, including, but not limited to, additional forensics computers and; (viii) cancelling amounts from ordinances not being used for their original purpose, including but not limited to, \$912,808.75 from ordinance 2704-22, finally adopted December 20, 2022 and \$15,000 from ordinance 2661-21, finally adopted October 26, 2021. **Please refer to the full bond ordinance for a more complete description of the improvements and purposes of the bond ordinance.**

Appropriation: \$6,104,494

**Bonds/Notes
Authorized:** \$5,813,800

Down Payment: \$290,694

Section 20 Costs: \$1,220,898

Useful Life: 14.16 years

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

PUBLIC NOTICE

NOTICE OF BOND ORDINANCE ADOPTION AND SUMMARY

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") on December 5, 2023 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such bond ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full bond ordinance are available at no cost and during regular business hours at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR VARIOUS 2023 CAPITAL IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$6,104,494 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$5,813,800 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF AND CANCELLING AMOUNTS FROM VARIOUS ORDINANCES NOT BEING USED FOR THEIR ORIGINAL PURPOSE

Purpose(s): The bond ordinance authorizes various 2023 capital improvements, acquisitions, repairs, and upgrades, including, but not limited to, (i) improvements and repairs to various roadways within the Township, including, but not limited to, paving, milling, striping, various roads within, including, but not limited to, Conforti Avenue, Hooper Avenue, Carteret Street, Crystal Avenue, Suburban Drive, Devore Drive, Flynn Terrance, Marcy Place, Dockery Drive, Ronald Terrace, Terrace Avenue, and the installation of street signs and shade trees; (ii) improvements and repairs to and for the Township Fire Station, including, but not limited to, milling, base repair, and paving of rear parking lots; (iii) various interior facility improvements to Township owned properties, including, but not limited to, interior renovations to existing buildings, replacing emergency generators, improving snack bar and locker room roof, and improving DPW and engineering offices at 10 Rooney Circle; (iv) acquisition of various non-passenger vehicles for the Department of public Works, including, but not limited to, a plow truck, truck/trailer mounted sewer, and two (2) jitney buses and accessories related thereto; (v) various outdoor facility improvements to Township owned properties, including, but not limited to, increasing Lafayette Park's size and improving the Kiddie Park; (vi) acquisition of various emergency equipment, including, but not limited to, emergency HVAC units; (vii) acquisition of various equipment, including, but not limited to, additional forensics computers and; (viii) cancelling amounts from ordinances not being used for their original purpose, including but not limited to, \$912,808.75 from ordinance 2704-22, finally adopted December 20, 2022 and \$15,000 from ordinance 2661-21, finally adopted October 26, 2021. **Please refer to the full bond ordinance for a more complete description of the improvements and purposes of the bond ordinance.**

Appropriation: \$6,104,494

**Bonds/Notes
Authorized:** \$5,813,800

Down Payment: \$290,694

Section 20 Costs: \$1,220,898

Useful Life: 14.16 years

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CERTIFICATE OF INTRODUCTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a regular meeting of the Township Council of the Township duly called and held on November 20, 2023 at 6:30 p.m. at the Township Municipal Building, 66 Main Street, West Orange, New Jersey and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body of the Township and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this _____ day of _____, 2023.

(SEAL)

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CERTIFICATE OF FINAL ADOPTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a regular meeting of the Township Council of the Township duly called and held on December 5, 2023 at 6:30 p.m. at the Township Municipal Building, 66 Main Street, West Orange, New Jersey and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this _____ day of _____, 2023.

(SEAL)

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CLERK'S CERTIFICATE AS TO ADOPTION OF BOND ORDINANCE

I, KAREN J. CARNEVALE, DO HEREBY CERTIFY that I am the Clerk of the Township of West Orange, in the County of Essex (the "Township"), a municipal corporation organized and existing under the laws of the State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the Township. In such capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the Township and the records relative to all resolutions and ordinances of the Township. The representations made herein are based upon the records of the Township. I DO HEREBY FURTHER CERTIFY THAT:

(1) Attached hereto is the bond ordinance introduced on December 6, 2022 and finally adopted on December 20, 2023 by the Township Council of the Township and approved by the Mayor on _____, 2023.

(2) After introduction, the bond ordinance was published as required by law on _____, 2023 in _____ (insert name of newspaper).

(3) Following the passage of the bond ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the Township at the place where public notices are customarily posted, a copy of said bond ordinance or a summary thereof and a notice that copies of the bond ordinance would be made available to the members of the general public of the Township who requested copies, up to and including the time of further consideration of the bond ordinance by the governing body of the Township. Copies of the bond ordinance were made available to all who requested same.

(4) After final passage, the bond ordinance was duly approved by the Mayor on _____, 2023 and was duly published as required by law on _____, 2023 in _____(insert name of newspaper). No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body of the Township or to me or filed in my office within twenty (20) days after said publication or at any other time after the final passage thereof.

(5) The bond ordinance has not been amended, added to, altered or repealed and said bond ordinance is now in full force and effect.

(6) A certified copy of the bond ordinance and a copy of the amended capital budget form have been filed with the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs, as applicable.

(7) An impression of the official seal of the Township is affixed opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this _____ day of _____, 202__.

(SEAL)

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

**CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT
FOR BOND ORDINANCE**

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by John Gross, the Chief Financial Officer of the Township, as of November 20, 2023, that such Supplemental Debt Statement was filed in my office on November 20, 2023 and with the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs on _____, 2023.

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

DOWN PAYMENT CERTIFICATE

I, the undersigned Chief Financial Officer of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that prior to final adoption of the bond ordinance entitled,

"BOND ORDINANCE PROVIDING FOR VARIOUS 2023 CAPITAL IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$6,104,494 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$5,813,800 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF AND CANCELLING AMOUNTS FROM VARIOUS ORDINANCES NOT BEING USED FOR THEIR ORIGINAL PURPOSE"

there was available as a down payment for the improvements or purposes authorized by said bond ordinance the amount of \$290,694, which amount was made available by virtue of an appropriation from the Township's Capital Improvement Fund for down payment or capital improvement purposes in a previously adopted budget or budgets of the Township.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Township as of this _____ day of _____, 2023.

JOHN GROSS,
Chief Financial Officer

2023

Capital Budget Requests

Department	Category	Project Title	Description	Justification	Useful Life	(1,565,814.03) Amount Requested
Recreation	Re-allocate Previously Approved Appropriations	Degnan/Rolling Green	Degnan/Rolling Green	ORD# 2698-22	reallocate	(300,000.00)
Recreation	Re-allocate Previously Approved Appropriations	Minish Park Improvements -	Minish Park Improvements -	ORD# 2698-22	reallocate	(262,808.75)
Vehicles	Re-allocate Previously Approved Appropriations	Garbage Trucks	Garbage Trucks	ORD# 2698-22	reallocate	(250,000.00)
Recreation	Re-allocate Previously Approved Appropriations	Asst. Hardcourt Resurfacing/Pickle Ball	Asst. Hardcourt Resurfacing/Pickle Ball	ORD# 2584-19	reallocate	(164,075.00)
Recreation	Re-allocate Previously Approved Appropriations	Ice Bumper Car Facility	Ice Bumper Car Facility	ORD# 2544-18	reallocate	(110,000.00)
Recreation	Re-allocate Previously Approved Appropriations	Degnan Park Bathroom -	Degnan Park Bathroom -	ORD# 2698-22	reallocate	(100,000.00)
Recreation	Re-allocate Previously Approved Appropriations	Upgrade Rolling Green Tennis Courts	Upgrade Rolling Green Tennis Courts	ORD# 2544-18	reallocate	(90,000.00)
Indoor Facility Improvements	Re-allocate Previously Approved Appropriations	SNACK BAR AND LOCKER ROOM ROOF	SNACK BAR AND LOCKER ROOM ROOF	ORD# 2610-20	reallocate	(72,010.59)
Recreation	Re-allocate Previously Approved Appropriations	Ice Rink O'Connor Park	Ice Rink O'Connor Park	ORD# 2584-19	reallocate	(70,000.00)
Engineering/DPW	Re-allocate Previously Approved Appropriations	Sewer Video Inspection Camera	Sewer Video Inspection Camera	ORD# 2584-19	reallocate	(63,719.69)
Engineering/DPW	Re-allocate Previously Approved Appropriations	TRUCK/TRAILER MOUNTED SEWER CAMERA	TRUCK/TRAILER MOUNTED SEWER CAMERA	ORD# 2610-20	reallocate	(50,000.00)
Recreation	Re-allocate Previously Approved Appropriations	O'Connor Handball Courts - Resurfacing o	O'Connor Handball Courts - Resurfacing o	ORD# 2661-21	reallocate	(15,000.00)
Recreation	Re-allocate Previously Approved Appropriations	WOHS Baseball/80 Yard Field Fence	WOHS Baseball/80 Yard Field Fence	ORD# 2610-20	reallocate	(14,000.00)
Recreation	Re-allocate Previously Approved Appropriations	Kennedy Fieldhouse Entrance Way	Kennedy Fieldhouse Entrance Way	ORD# 2584-19	reallocate	(4,200.00)

BOND ORDINANCE PROVIDING FOR VARIOUS STREET IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; REAPPROPRIATING \$638,005.28 IN EXCESS BOND AND NOTE PROCEEDS FROM VARIOUS BOND ORDINANCES, NOT NEEDED FOR THEIR ORIGINAL PURPOSE, TO FINANCE THE COSTS THEREOF

WHEREAS, the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey (the “Township”), finally adopted various bond ordinances of the Township, as more fully described in Section 1 herein (collectively, the “Ordinances”); and

WHEREAS, following the effective dates, respectively, of the Ordinances, the Township issued bonds or notes to fully fund same and to finance the improvements or purposes authorized therein; and

WHEREAS, the Township has determined that the capital improvements or purposes set forth in the Ordinances have either been completed in full or discontinued as a result of events occurring subsequent to the adoption of the Ordinances, as applicable and the issuance of bonds or notes therefor; and

WHEREAS, there currently remains on deposit in the Township’s capital accounts excess bond and note proceeds allocable to the Ordinances (the “Excess Proceeds”), but no longer necessary to complete the improvements or purposes authorized therein; and

WHEREAS, in accordance with the statutory powers set forth in section 39 of the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the “Local Bond Law”), the Township Council of the Township has determined that it is in the best interest of the

Township to reappropriate the Excess Proceeds to finance the costs of various street improvements in and by the Township, including but not limited to, as applicable, paving, repaving, milling, striping, driveway aprons, curbs and related improvements to various roads and streets within the Township (the "New Purpose"), for which bonds may be issued, thereby eliminating the need for the Township to incur additional debt to finance such current capital needs; and

WHEREAS, the Township Council of the Township now desires to reappropriate the Excess Proceeds to undertake the New Purpose.

BE IT ORDAINED AND ENACTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), AS FOLLOWS:

SECTION 1. The following amounts of Excess Proceeds from the Ordinances listed below are no longer necessary for the improvements or purposes for which they were appropriated, authorized and issued:

<u>Bond Ordinance Number and Date of Adoption</u>	<u>Excess Proceeds Amount</u>	<u>Section of Bond Ordinance Reappropriated From</u>
2544-18, finally adopted June 12, 2018	\$ 110,000.00	Section 3(e)
2544-18, finally adopted June 12, 2018	\$ 90,000.00	Section 3(e)
2584-19, finally adopted September 10, 2019	\$ 164,075.00	Section 3(d)
2584-19, finally adopted September 10, 2019	\$ 70,000.00	Section 3(d)

<u>Bond Ordinance Number and Date of Adoption</u>	<u>Excess Proceeds Amount</u>	<u>Section of Bond Ordinance Reappropriated From</u>
2584-19, finally adopted September 10, 2019	\$ 63,719.69	Section 3(a)
2584-19, finally adopted September 10, 2019	\$ 4,200.00	Section 3(d)
2610-20, finally adopted September 8, 2020	\$ 72,010.59	Section 3(b)
2610-20, finally adopted September 8, 2020	\$ 50,000.00	Section 3(a)
2610-20, finally adopted September 8, 2020	\$ 14,000.00	Section 3(d)
Total:	<u>\$638,005.28</u>	

SECTION 2. The total amount of \$638,005.28 in Excess Proceeds is hereby reappropriated pursuant to N.J.S.A. 40A:2-39, and shall be used to finance the cost of the undertaking by the Township of general capital improvements or purposes for which bonds may be issued. Said general capital improvements or purposes are set forth in Section 3(a) of this bond ordinance.

SECTION 3. (a) The capital improvements hereby authorized and purposes for which the Excess Proceeds are to be reappropriated is for the New Purpose.

(b) The improvements or purposes set forth above in Section 3(a) shall also include, as applicable, all engineering and design work, preparation of plans and specifications, permits, bid documents, contract administration, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto.

SECTION 4. In the event the United States of America, the State of New Jersey and/or the County of Essex make a contribution or grant in aid to the Township for the improvement or purpose authorized hereby and the same shall be received by the Township, then such funds shall be applied to the payment of debt service on the bonds issued for such improvement or purpose and shall be used for no other improvement or purpose.

SECTION 5. The capital budget or temporary capital budget, as applicable, of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith and a resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital programs as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, is on file in the office of the Clerk and is available for public inspection.

SECTION 6. The Township covenants to maintain the exclusion from gross income under section 103(a) of the Internal Revenue Code of 1986, as amended, of the interest on all bond proceeds reappropriated by this bond ordinance.

SECTION 7. This bond ordinance shall take effect twenty (20) days after the first publication of this bond ordinance after final adoption and approval by the Mayor, as provided by the Local Bond Law.

ADOPTED ON FIRST READING
DATED: November 20, 2023

KAREN J. CARNEVALE, Clerk
Township of West Orange

TAMMY WILLIAMS,
Council President
Township of West Orange

ADOPTED ON SECOND READING
DATED: December 5, 2023

KAREN J. CARNEVALE, Clerk
Township of West Orange

TAMMY WILLIAMS,
Council President
Township of West Orange

APPROVAL BY THE MAYOR ON THIS ____ DAY OF _____, 2023.

SUSAN MCCARTNEY, Mayor
Township of West Orange

TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE

PUBLIC NOTICE

NOTICE OF PENDING BOND ORDINANCE AND SUMMARY

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") on November 20, 2023. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body of the Township to be held at the Township Municipal Building, 66 Main Street, West Orange, New Jersey, in said County, on December 5, 2023 at 6:30 p.m. During the week prior to and up to and including the date of such meeting, copies of the full bond ordinance will be available at no cost and during regular business hours at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR VARIOUS STREET IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; REAPPROPRIATING \$638,005.28 IN EXCESS BOND AND NOTE PROCEEDS FROM VARIOUS BOND ORDINANCES, NOT NEEDED FOR THEIR ORIGINAL PURPOSE, TO FINANCE THE COSTS THEREOF

Purpose(s): Reappropriating Excess Bond and Note Proceeds to finance various street improvements.

**Reappropriation
of Excess Bond
and Note
Proceeds:**

\$638,005.28

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE

PUBLIC NOTICE

BOND ORDINANCE STATEMENT AND SUMMARY

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey on December 5, 2023 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR VARIOUS STREET IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; REAPPROPRIATING \$638,005.28 IN EXCESS BOND AND NOTE PROCEEDS FROM VARIOUS BOND ORDINANCES, NOT NEEDED FOR THEIR ORIGINAL PURPOSE, TO FINANCE THE COSTS TH

Purpose(s): Reappropriating Excess Bond and Note Proceeds to finance the various street improvements.

**Reappropriation
of Excess Bond
and Note**

Proceeds: \$638,005.28

KAREN J CARNEVALE,
Clerk of the Township of West Orange

CERTIFICATE OF INTRODUCTION

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the Township Council of the Township duly called and held on November 20, 2023 at 6:30 p.m. at the Municipal Building, 66 Main Street, West Orange, New Jersey and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township as of this ____ day of _____, 2023.

(SEAL)

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

CERTIFICATE OF FINAL ADOPTION

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the Township Council of the Township duly called and held on December 5, 2023, at 6:30 p.m. at the Municipal Building, 66 Main Street, West Orange, New Jersey and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township as of this ____ day of _____, 2023.

(SEAL)

KAREN CARNEVALE,
Clerk of the Township of West Orange

CLERK'S CERTIFICATE

I, KAREN J. CARNEVALE, DO HEREBY CERTIFY that I am the Clerk of the Township of West Orange, in the County of Essex (the "Township"), a municipal corporation organized and existing under the laws of the State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the Township. In such capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the Township and the records relative to all resolutions and ordinances of the Township. The representations made herein are based upon the records of the Township. I DO HEREBY FURTHER CERTIFY THAT:

1. Attached hereto is the bond ordinance introduced on November 20, 2023 and finally adopted on December 5, 2023 by the Township Council of the Township and approved by the Mayor on _____, 2023.

2. After introduction, the bond ordinance was published as required by law on _____, 2023 in the _____ (name of newspaper).

3. Following the passage of the ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the Township at the place where public notices are customarily posted, a copy of said ordinance or a summary thereof and a notice that copies of the ordinance would be made available to the members of the general public of the Township who requested copies, up to and including the time of further consideration of the ordinance by the governing body. Copies of the ordinance were made available to all who requested same.

4. After final passage, the ordinance was duly approved by the Mayor on _____, 2023 and was duly published as required by law on _____, 2023 in the _____ (name of newspaper). No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the ordinance has been presented to the governing body or to me or filed in my office within twenty (20) days after said publication or at any other time after the final passage thereof.

5. The bond ordinance has not been amended, added to, altered or repealed and said ordinance is now in full force and effect.

6. A certified copy of this bond ordinance and a copy of the amended capital budget form has been filed with the Director of the Division of Local Government Services, in the New Jersey Department of Community Affairs, as applicable.

7. The official seal of the Township is the seal, an impression of which is affixed opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township as of this _____ day of _____, 2023

(SEAL)

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

RESOLUTION

WHEREAS, Los Tapatios, Inc. is the current holder of Plenary Retail Consumption License No. 0722-33-043-008 of the Township of West Orange; and

WHEREAS, application has been made for a person-to-person transfer of the above-mentioned license from Los Tapatios, Inc, 8 Main Street, West Orange, NJ, 07052, to Catrina Lounge, LLC, 8 Main Street, West Orange, NJ 07052; and

WHEREAS, the principals of the applicant have been investigated by the Township Police Department with no impediments to an interest in an alcoholic beverage license having been found and the transfer having been recommended for approval; and

WHEREAS, due notice of the proposed transfer was published in the West Orange Chronicle on August 10, 2023 and August 17, 2023, tax clearance for the transfer has been received and appropriate fees have been paid by the applicant; and

WHEREAS, a public hearing was conducted regarding the proposed person to person transfer on December 5, 2023, and no one appeared in opposition thereto;

NOW, THEREFORE BE IT RESOLVED by the Township Council sitting as the ABC Board for the Township of West Orange, hereby approves the person-to-person transfer of Plenary Retail Consumption License No. 0722-33-043-008, from Los Tapatios, Inc., 8 Main Street, West Orange, NJ, 07052, to Catrina Lounge, Inc., 8 Main Street, West Orange, NJ 07052, effective immediately.

KAREN J. CARNEVALE, RMC
ABC BOARD SECRETARY

TAMMY WILLIAMS
COUNCIL PRESIDENT/ABC
BOARDMEMBER

Adopted: December 5, 2023

Effective Date: December 5, 2023