

1. Conference Meeting Agenda

Documents:

[CA 9.24.24.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 9.24.24.PDF](#)

3. Resolution(S)

3.I. 274-24 (For Informational Purposes For Public Hearing)

Documents:

[274-24 \(CY24\) BUDGET AMENDMENT NO. 1.PDF](#)

3.II. 275-24

Documents:

[275-24 RESOLUTION TERMINATING SHARED SERVICES AGREEMENT WITH BOROUGH OF ESSEX FELLS FOR PUBLIC HEALTH OFFICER 4886-3672-1877 V.1.PDF](#)

3.III. 276-24

Documents:

[276-24 REVISED RESOLUTION AUTHORIZING EXECUTION OF TEMPORARY EASEMENT AGREEMENT--9 NELSON COURT.PDF](#)
[276-24 FINAL_TEMPORARY EASEMENT AGREEMENT-9 NELSON COURT.PDF](#)
[276-24 EXHIBIT.PDF](#)
[276-24 TAX MAP NELSON CT-0722_107.PDF](#)

3.IV. 277-24

Documents:

[277-24 AUTHORIZING CONTRACTS WITH CERTAIN APPROVED STATE CONTRACT VENDORS FOR CONTRACTING UNITS 2024.DOC](#)
[277-24 COPY OF STATE CONTRACT VENDORS LIST 2024.XLS](#)

3.V. 278-24

Documents:

[278-24 AMENDING FEES SET FORTH IN ORDINANCE 2846-24 ORDINANCE AMENDING REPEALING AND REPLACING CH. 25 SEC. 27.PDF](#)

3.VI. 279-24

Documents:

[279-24 \(SA-22\) RESOLUTION NANCE ROAD WARREN ROAD AND KING ROAD.PDF](#)
[279-24\(MA 2023\) BID TABULATION.PDF](#)

3.VII. 280-24

Documents:

[280-24 AWARD 2023 CDBG REHAB OF VALLEY RD FROM KINGSLEY TO NORTHFIELD.PDF](#)
[280-24 BID TABULATION.PDF](#)

3.VIII. 281-24

Documents:

[281-24 RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN APPROVED COOP VENDORS 2024.PDF](#)
[281-24 COOP VENDORS 2024.PDF](#)

3.IX. 282-24

Documents:

[282-24 RESOLUTION AUTHORIZING MATRIX PSA AND AMENDED REDEVELOPMENT AGREEMENT\(14643418.1\).PDF](#)
[282-24 RED-LINED STUDIO REDEVELOPMENT PSA 9_20_2024 AGAINST 9_10_2024.PDF](#)

3.X. 283-24

Documents:

[283-24 AUTH. VALLEY WAY SAFETY IMPROVEMENTS.PDF](#)
[283-24 QUOTE VALLEY WAY WO.PDF](#)

3.XI. 284-24

Documents:

[284-24 RESOLUTION AUTHORIZING ENVIRONMENTAL ESCROW AGREEMENT-PRISM \(14671212.1\).PDF](#)
[284-24 AMENDMENT TO PURCHASE AND SALE AGMT..PDF](#)

3.XI.i. 285-24 REMOVED

3.XII. 286-24

Documents:

[286-24 EXECUTIVE SESSION 9.24.24.PDF](#)

3.XIII. 287-24

Documents:

[287-24 ADOPTION OF THE 2024 MUNICIPAL BUDGET.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2871-24

Documents:

[2871-24 ORDINANCE PROHIBITTING PUBLIC CONSUMPTION OF ALCOHOL AND CANNABIS 8.28.24-REDLINED.PDF](#)

5. Ordinance(S) On First Reading

5.I. 2872-24

Documents:

[2872-24 BOND. ORD. - ROAD SEWER IMPROVEMENTS - WEST ORANGE 7.2024 \(14581359.1\).PDF](#)

5.II. 2873-24

Documents:

[2873-24 ORDINANCE NO PARK 8-10AM OAKRIDGE COLONY WEST 91724.PDF](#)

5.III. 2874-24

Documents:

[2874-24 ORDINANCE MOVING BUS STOPS AT RMS BACK TO GILBERT PL 91724.PDF](#)

5.IV. 2875-24

Documents:

[2875-24 ORDINANCE HC SPACES 50 HAZEL 29 PARK DR N 55 HARRISON.PDF](#)

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, September 24, 2024
Meeting No. 18

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 21, 2023, and published in the West Orange Chronicle on November 30, 2023.

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

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6:30 P.M.

- **Proclamation: WOSAC Foundation Zero Suicide Campaign
Suicide Prevention Month**
- **Chelsea Senior Living - Mariola Koldys, Executive Director &
Linda Caminiti, Marketing Director – New Assisted Living - 609 Eagle Rock Ave.**
- **Council Liaison Announcements**

- **Public Meeting – 7:00 p.m.**

REVISED
PUBLIC MEETING AGENDA
Township of West Orange
66 Main Street – 7:00 p.m.
September 24, 2024-Meeting No. 18

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 21, 2023, and published in the West Orange Chronicle on November 30, 2023.

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, Councilwoman Scarpa, Councilwoman Williams, Council President Rutherford, Mayor McCartney

- 1. Public Comment**
- 2. *Consent Agenda**
- 3. *Approval of Minutes of Previous Meeting –Public Meeting September 10, 2024**
- 4. *Report of Township Officers - None**
- 5. *Reading of Petitions and Communications and Bids - None**
- 6. *Bill List**
- 7. *Resolutions**
 - a. 274-24 Public Hearing on Budget Amendment No. 1
Budget Amendment No. 1 was adopted at the 9.13.24 Township Council Special Workshop**
 - b. 275-24 Resolution Terminating Shared Services Agreement with Borough of Essex Fells for Public Health Officer (Fonzino)**
 - c. 276-24 Resolution Authorizing Temporary Easement Agreement with Owner of 9 Nelson Court (Legal-Gengaro)**
 - d. 277-24 Resolution Authorizing Contracts with Certain Approved State Contract Vendors for Contracting Units Pursuant to N.J.S.A. 40A:11-12a (P. Reynolds)**
 - e. 278-24 Resolution Prescribing Fees as Set Forth in Ordinance 2846-24, An Ordinance Repealing and Replacing Chapter 25, Section 27 of the Revised General Ordinances of the Township and Establishing a New Chapter for Environmental Protection (Legal-Gengaro)
The purpose of Ordinance 2846-24 was to repeal and replace Chapter 25, Sections 27 of the Revised General Ordinances of the Township of West Orange and to create a new Chapter of the Township Code for the purpose of protecting trees which are among the Township's most valuable natural resource assets, which greatly enhance the appearance of the Township and contribute to its suburban and residential character, which must be kept and maintained in good order to enhance the Township's physical and aesthetic appearance, and generally protect the public health and safety as well as the**

general welfare. Importantly, trees contribute positively to climate change, protection of the environment, and maintenance of storm waters.

- f. **279-24** Resolution Authorizing an Award of Contract to Reggio Construction, Inc., 416 E. Central Blvd., Palisades Park, NJ 07650, in an Amount NTE \$580,870.00 for the NJ DOT Municipal Aid Carlson Road, Cullen Drive and Colonial Woods Drive Improvement Project (Carballo)

****This resolution should be pulled from the Consent Agenda and approved After the Ordinances are approved.**

- g. **280-24** Resolution Authorizing an Award of Contract to D.L.S Contracting, Inc., 3 Montesano Road, Fairfield, NJ 07004, for the 2023 CDBG Road Rehabilitation of Valley Road from Kingsley Street to Northfield Avenue in the Base Bid in an Amount NTE without authorization, \$810,446.90 (Carballo)

****This resolution should be pulled from the Consent Agenda and approved After the Ordinances are approved.**

- h. **281-24** Resolution Authorizing Contracts with Certain Approved Cooperative Vendors for Contracting Units Pursuant to N.J.S.A. 40A:11-5(2) for 2024 (P. Reynolds)

- i. **282-24 Resolution of the Township of West Orange Authorizing the Execution of a Purchase Agreement and Amendment to Redevelopment Agreement With MDGA– West Orange Downtown Redevelopment, LLC (Legal-Beckelman) (Agreement to Follow)**

- j. **283-24** Resolution Authorizing the Award of a Non-Fair and Open Contract to Reggio Construction, Inc., 1575 West Street, Fort Lee, NJ 07024, for Safety Improvements at 60-62 Valley Way, in an Amount NTE \$42,240. (Carballo)

- k. **284-24** Resolution Authorizing Environmental Escrow Agreement between the Township of West Orange and Prism Green Associates IV, LLC (Legal-Beckelman)

- l. **285-24 REMOVED**

- m. **286-24** Resolution Authorizing an Executive Session for the Purpose of Discussing Matter(s) of Pending Litigation and Contract Negotiations, specifically:

- Resolution of the Township of West Orange Authorizing the Execution of a Purchase Agreement and Amendment to Redevelopment Agreement With MDGA– West Orange Downtown Redevelopment, LLC (Legal-Beckelman)
- Resolution Authorizing Environmental Escrow Agreement between the Township of West Orange and Prism Green Associates IV, LLC (Legal-Beckelman)
- Resolution Authorizing Settlement of the Township of West Orange's Claims - Township of West Orange v. Ron Jolyn Realty et. al. (Legal-Moon)

- n. **287-24 Adoption of the 2024 Municipal Budget (Ditinyak)**

6. Ordinances on Second and Final Reading

- a. **2871-24** An Ordinance Amending Chapter 4 Sections 33.1 and 33.2 of the Revised General Ordinances of the Township of West Orange and Establishing a Section Governing the Consumption of Cannabis in Public and Supplementing Chapter 4 to Add a New Section 41 Prohibiting Alcohol Consumption in Public (Legal-Gengaro)

7. Ordinances on First Reading

- a. **2872-24** Bond Ordinance Providing For Road, Sidewalk And Sewer Improvements, By And In The Township Of West Orange, In The County Of Essex, State Of New Jersey; Appropriating \$2,000,000

Therefor And Authorizing The Issuance Of \$1,904,000 Bonds Or Notes Of The Township To Finance Part Of The Costs Thereof (Ditinyak)

- b. **2873-24** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-14.2a Parking Prohibited on Certain Streets During Certain Hours of Certain Days of the Revised General Ordinances of the Township of West Orange (Carballo)
 - c. **2874-24** An Ordinance Amending And Supplementing Chapter 7, Traffic, Subsections 7-26.1, Bus Stops, 7-10.2 Stopping Or Standing Prohibited During Certain Hours On Certain Streets On Certain Days, And 7-14.2A Parking Prohibited On Certain Streets During Certain Hours Of Certain Days Of The Revised General Ordinances Of The Township Of West Orange (Carballo)
 - d. **2875-24** An Ordinance Amending And Supplementing Chapter 7, Traffic, Subsection 7-32.2 Restricted Parking Zones Of The Revised General Ordinances Of The Township Of West Orange (Carballo)
8. **Pending Matters/New Matters/Council Discussion**
9. **ABC Hearing-None**
10. **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)**

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/82473470400?pwd=HKlAF4h534x3ChMbXW6ugrYlaCgbG.1>

Webinar ID: 824 7347 0400

Passcode: 541087

Public Comment – In Person Only

Next Meeting Date(s): October 8, 2024

Agenda is subject to change.

TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

274-24

Resolution Re: Resolution to Amend CY 2024 Budget

WHEREAS, the local municipal budget for the CY 2024 was approved on the 9th day of July, 2024, and

WHEREAS, the public hearing on said budget has been held as advertised, and

WHEREAS, it is desired to amend said approved budget,

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange, County of Essex, that the following amendments to the approved budget of CY 2024 be made:

Recorded Vote

(Insert last names)

	(	(	(
	(	(	Abstained
	(	(	(
Ayes	(	Nayes	(
	(	(	Absent
	(	(	(
	(	(	(

	From	To
CURRENT FUND		
General Revenues		
1. Surplus Anticipated	<u>\$ 3,758,966.37</u>	<u>\$ 3,908,146.03</u>
Total Surplus Anticipated	<u>\$ 3,758,966.37</u>	<u>\$ 3,908,146.03</u>
3. Miscellaneous Revenues		
Section F: Special Items of General Revenue Anticipated		
With Prior Written Consent of Director of Local		
Government Services - Public and Private Revenues Offset w/Appropriations		
Body Armor Grant		6,130.95
Strengthening Local Public Health Capacity		74,664.00
Assistance to Firefighters Grant		70,000.00
St. Cloud Historic Preservation		7,702.00
NJ Assoc. Counties, City Health		168,049.00
Safe Routes to School		966,000.00
NJDOT - LTPF Local Transportation Projects		950,000.00
NJDEP - Green Acres Acquisition Grants		1,050,000.00
NJDEP - Stormwater Assistance Grants		25,000.00
US Congress Community Project Funding		959,752.00
NJ Division of Local Government Services - Degnan Field Project		110,000.00
NJ Dept of Community Affairs - Lead Grant		45,400.00
NJ Division of Highway Safety - Pedestrian Safety Grant		16,000.00
NJDOT - TAP Grant		199,070.68
LRIG (Local Recreation Improvement Grant)		77,000.00
LEAD/Community Police Programs		3,500.00
Raising Drug Free Kids		5,845.94
Boys and Girls Club		4,913.92
Parent Training/Community Awareness		6,311.93
Municipal Alliance Coordinator	<u>-</u>	<u>3,630.31</u>
Total Section F: Special Items of General Revenue Anticipated		
With Prior Written Consent of Director of Local		
Government Services - Public and Private Revenues Offset w/Appropriations	<u>-</u>	<u>4,748,970.73</u>
Section G: Special Items of General Revenue Anticipated		
With Prior Written Consent of Director of Local		
Government Services - Other Special Items		
General Capital Fund Balance	827,399.65	1,365,313.65
Rental - Environmental Center	50,000.00	150,000.00
Reserve to Pay Debt Service	<u>687,914.00</u>	<u>175,452.81</u>
Total Section G: Special Items of General Revenue Anticipated		
With Prior Written Consent of Director of Local		
Government Services - Other Special Items	<u>6,948,139.94</u>	<u>7,073,592.75</u>
Total Miscellaneous Revenues	<u>26,699,852.10</u>	<u>31,574,275.64</u>
4. Receipts from Delinquent Taxes	<u>2,114,294.07</u>	<u>1,918,717.38</u>
5. Subtotal General Revenues	32,573,112.54	37,401,139.05

6. Amount to be Raised by Taxes for Support of Municipal Budget		
Local Tax for Municipal Purposes Including Reserve for Taxes	<u>65,972,964.24</u>	<u>65,694,968.80</u>
Total Amount to be Raised by Taxes for Support of Municipal Budget	<u>68,507,761.53</u>	<u>68,229,766.09</u>
7. Total General Revenues	<u>\$ 101,080,874.07</u>	<u>\$ 105,630,905.14</u>

General Appropriations
8. General Appropriations

(A)	Operations - Within "CAPS"		
	General Government		
	Litigation Expenses		
	Other Expenses	\$ 865,500.77	\$ 575,045.33
	Department of Public Works		
	Division of Engineering		
	Office of Township Engineer		
	Salaries and Wages	457,049.22	454,369.22
	Division of Public Works		
	Salaries and Wages	2,935,900.01	2,763,569.01
	Department of Health and Welfare		
	Division of Health		
	General Health Services		
	Other Expenses	43,136.63	39,236.63
	Garbage and Trash Removal Contract		
	Other Expenses	3,736,670.07	3,976,670.07
	Department of Recreation		
	Parks and Playgrounds		
	Salaries and Wages	<u>684,720.83</u>	<u>688,720.83</u>
	Total Operations (Item 8(A)) - Within "CAPS"	<u>66,897,272.14</u>	<u>66,671,905.70</u>
	Total Operations Including Contingent - Within "CAPS"	<u>66,898,272.14</u>	<u>66,672,905.70</u>
	Detail:		
	Salaries and Wages	34,618,070.75	34,447,059.75
	Other Expenses	32,280,201.39	32,225,845.95
(H-1)	Total General Appropriations for Municipal Purposes Within "CAPS"	<u>77,276,520.89</u>	<u>77,051,154.45</u>
(B)	Operations - Excluded from "CAPS"		
	Public and Private Revenues Offset by Revenues		
	Body Armor Grant	-	6,130.95
	Strenghtening Local Public Health Capacity	-	74,664.00
	Assistance to Firefighters Grant	-	70,000.00
	St. Cloud Historic Preservation	-	7,702.00
	NJ Assoc. Counties, City Health	-	168,049.00
	Safe Routes to School	-	966,000.00
	NJDEP - Green Acres Acquisition Grants	-	1,050,000.00
	NJDEP - Stormwater Assistance Grants	-	25,000.00
	US Congress Community Project Funding	-	959,752.00
	NJ Division of Local Government Services - Degnan Field Project	-	110,000.00
	NJ Dept of Community Affairs - Lead Grant	-	45,400.00
	NJ Division of Highway Safety - Pedestrian Safety Grant	-	16,000.00
	LRIG (Local Recreation Improvement Grant)	-	77,000.00
	LEAD/Community Police Programs	-	3,500.00
	Raising Drug Free Kids	-	5,845.94
	Boys and Girls Club	-	4,913.92
	Parent Training/Community Awareness	-	6,311.93
	Muicipal Alliance Coordinator	-	3,630.31
	Municipal Alliance - Cash Match	<u>-</u>	<u>6,050.52</u>
	Total Public and Private Revenues Offset by Revenues	<u>-</u>	<u>3,605,950.57</u>
	Total Operations - Excluded from "CAPS"	<u>7,457,533.29</u>	<u>11,063,483.86</u>
	Detail:		
	Other Expenses	7,445,796.29	11,051,746.86
	Capital Improvements - Excluded from "CAPS"		
	Public and Private Revenues Offset by Revenues		
	NJDOT - LTPF Local Transportation Projects	-	950,000.00
	NJDOT - TAP Grant	<u>-</u>	<u>199,070.68</u>
	Total Capital Improvements - Excluded from "CAPS"	<u>500,000.00</u>	<u>1,649,070.68</u>
	Municipal Debt Service - Excluded from "CAPS"		

Interest on Bonds	2,112,268.75	2,233,303.75
Interest on Notes	2,841,276.12	2,723,826.12
NJEIT		
Principal	277,159.20	225,000.00
Interest	<u>31,554.80</u>	<u>27,500.00</u>
Total Municipal Debt Service - Excluded from "CAPS"	<u>11,631,278.06</u>	<u>11,578,649.06</u>
Deferred Charges - Excluded from "CAPS"		
Emergency Authorization	<u>-</u>	<u>25,000.00</u>
Total Deferred Charges - Excluded from "CAPS"	<u>1,863,623.40</u>	<u>1,888,623.40</u>
(H-2) Total General Appropriations for Municipal Purposes Excluded	21,452,343.75	26,179,736.00
(O) Total General Appropriations - Excluded from "CAPS"	21,452,434.75	26,179,827.00
(L) Subtotal General appropriations (Items H-1) and (O)	98,728,955.64	103,230,981.45
(M) Reserve for Uncollected Taxes	2,351,918.43	2,399,923.69
9. Total General Appropriations	<u>\$ 101,080,874.07</u>	<u>\$ 105,630,905.14</u>

SWIM POOL UTILITY FUND

10. Dedicated Revenues from Swim Pool Utility

Operating Surplus Anticipated	\$ 32,863.70	\$ 70,242.99
Total Operating Surplus Anticipated	32,863.70	70,242.99
Membership Fees	294,803.00	301,706.71
Total Swim Pool Utility Revenues	\$ 396,682.26	\$ 440,965.26

11. Appropriations for Swim Pool Utility

Deficit in Operations in Prior Years	\$ -	\$ 44,283.00
Total Swim Pool Utility Appropriations	\$ 396,682.26	\$ 440,965.26

BE IT FURTHER RESOLVED, that two certified copies of this resolution be filed forthwith in the Office of the Director of the Division of Local Government Services for certification of the CY 2024 local municipal budget so amended.

BE IT FURTHER RESOLVED, that this complete amendment, in accordance with NJSA 40A:4-9, be published in the West Orange Chronicle in the issue of **September 19 , 2024** and that said publication contain notice of a public hearing on said amendment to be held at the Municipal Building on September 24 , 2024 at 7:00P.M.

It is hereby certified that this is a true copy of a resolution amending the budget, approved by the Township Council on the 13th day of September 2024.

CERTIFIED BY ME:

September 13, 2024

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

It is hereby certified that the approved Budget Amendment annexed hereto and hereby made a part is an exact copy of the original on file with the Clerk of the Governing Body, that all additions are correct. All statements contained herein are in proof and the total of anticipated revenues equals the total of appropriations.

Certified by me, this 13th day of September, 2024

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

RESOLUTION

WHEREAS, N.J.S.A. 26:3-22 authorizes two or more adjacent municipalities to join in employing a health officer to provide public health services; and

WHEREAS, N.J.S.A. 40A:65-4 of the Uniformed Shared Services and Consolidation Act authorizing municipalities to enter into shared services agreement to either provide or receive any services that each local unit is empowered to provide or receive within its own jurisdiction; and

WHEREAS, on January 24, 2023 the Township of West Orange (“Township”) adopted Resolution 27-23, whereby the Township entered into a Shared Services Agreement with the Borough of Essex Fells (the “Borough”) whereby the Borough may utilize the Township’s public health officer to provide public health services; and

WHEREAS, the Township Health Officer suddenly passed away and therefore, the Township can no longer provide such services under the Shared Services Agreement (the “Shared Service Agreement”);

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to terminate the Share Service Agreement with the Borough of Essex Fells and the Municipal Clerk be and is hereby authorized to provide a copy of this Resolution to the Borough; and be it further

RESOLVED that pursuant to N.J.S.A. 40A:65-4(b) of the Uniformed Shared Services and Consolidation Act the Municipal Clerk shall forward a copy of this Resoluton to the Division of Local Government Services in the Department of Community Affairs for informational purposes; and be it further

RESOLVED that notice of this termination shall be available in the Clerk's office in accordance with any applicable law.

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

Bill Rutherford,
Council President

Adopted: September 24, 2024

**RESOLUTION AUTHORIZING TEMPORARY EASEMENT AGREEMENT
WITH OWNER OF 9 NELSON COURT**

WHEREAS, a portion of the Township's sanitary sewer main runs beneath the property located at 9 Nelson Court, West Orange, NJ 07052, known as Block 168, Lot 10.05; and

WHEREAS, the Township of West Orange Engineer has determined that there are immediate improvements that need to be initiated for the installation of a pump station with tank and grinder pumps including tank, check valves, electrical work, and site restoration to prevent raw sewage from the sanitary sewer main to discharge into the existing residence; and

WHEREAS, the owner of the Property has agreed to a Deed of Temporary Easement and Temporary Easement Agreement attached herein as Exhibit "A;" and

WHEREAS, the owner of the Property has further agreed to maintain and repair the future Pump Station improvements including all its components as necessary to protect and maintain a functional pump station; and

WHEREAS, the scope of work shall include the installation of a pump station that includes a tank with pump, check valves, covers, conduit and associated amenities for an operational station. For the work to be completed; excavation will need to be performed, backfill for trenches, installation of electrical connections and conduit, restoration and topsoil and seeding all disturbed areas; and

WHEREAS, the Township Engineer has deemed these repairs necessary to protect the health and safety of residents located on Nelson Court; and

NOW, BEING HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that Township is authorized to enter into the Deed of Temporary Easement and Easement Agreement attached herein as Exhibit “**A;**” and it is 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

Bill Rutherford,
Council President

Adopted: September 24, 2024

I hereby certify funds are available from Account No. _____

John Ditinyak, Chief Financial Officer

**DEED OF TEMPORARY EASEMENT AND
TEMPORARY EASEMENT AGREEMENT**

This Deed of Temporary Easement and Temporary Easement Agreement made effective as of September ____, 2024 BY AND BETWEEN LINDA FINNEY residing at 9 Nelson Court, Township of West Orange, County of Essex and State of New Jersey, hereinafter referred to as "GRANTOR," and THE TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having offices located at 66 Main Street, in the Township of West Orange, County of Essex, and State of New Jersey, hereinafter referred to as the "GRANTEE" or the "TOWNSHIP."

WITNESSETH

WHEREAS the Grantor is the sole owner of Tax Block 168, Lot 10.05 on the official Tax Map of the Township of West Orange, County of Essex, State and New Jersey, also known as 9 Nelson Court, West Orange, New Jersey (hereinafter the "PREMISES"), and

WHEREAS the GRANTEE has determined that certain immediate improvements and other repairs are needed to prevent raw sewage from a portion of the sanitary sewer main beneath the PREMISES to discharge into the residence; and

WHEREAS, the GRANTOR is willing to grant to the GRANTEE and the GRANTEE is willing to accept an easement over a portion of said premises to conduct the following repairs on the PREMISES: installation of a pump station that includes a tank with pump, check valves, covers, conduit and associated amenities for an operational station. For the work to be completed; excavation will need to be performed, backfill for trench, installation of electrical connections and conduit, restoration and topsoil and seeding all disturbed areas; and

WHEREAS the GRANTEE further agrees to be responsible for the maintenance and repair of the future pump station improvements and its components at their premises as necessary to protect and maintain a functional pump station; and

WHEREAS the above-described Temporary Easement being as shown on a survey to be obtained by the GRANTEE as soon as the same is made available; and

The GRANTOR hereby covenants with the GRANTEE that:

- a. The GRANTOR has good and lawful right to convey the temporary easement reference herein.
- b. The temporary easement is free and clear from encumbrances of record that might interfere with the scope of work reference herein.
- c. The GRANTEE has a portion of the sanitary sewer line that extends across a portion of the GRANTOR'S property; and
- d. GRANTREE will provide GRANTOR at least 48 hours' notice prior to the commence of the emergency repair;
- e. GRANTOR does hereby expressly permit right of entry and temporary easement to the GRANTEE for the purposes of conducting the installation of

the pump station, grinder pumps and all other necessary components for a functional station with the intent of access to be uninterrupted and unobstructed right of entry, under, across and over the area as shown in "Exhibit A" consisting of the right to excavate, erect, construct, install, use, and impact property;

- f. GRANTOR, its successors, and/or assigns shall hold harmless GRANTEE, its successors and/or assigns from and against any and all claim, liabilities, penalties, costs or other damages, whether foreseen and unforeseen, arising directly from the temporary easement reference herein.
- g. GRANTOR agrees that if any disturbance or damage is caused to the subject property as a result of the GRANTEE'S exercise of the rights and privileges afforded to it under this instrument, the GRANTEE shall restore the affected area as near as practicable to its original condition.
- h. GRANTOR agrees, acknowledges, and affirms that the temporary easement hereunder granted shall be binding upon his heirs, successors, and assigns.

NOW THEREFORE, in consideration of the sum of One (\$1.00) Dollars and other good and valuable consideration paid to the GRANTOR by the GRANTEE, GRANTOR does hereby grant unto the GRANTEE, their heirs, successors and assigns a Temporary Easement to conduct emergency repairs to the sewer and/or stormwater piping located on the PREMISES in the area to be prescribed by the survey to be provided by the GRANTEE to the GRANTOR.

IN WITNESS WHEREOF, the parties have hereunder affixed their hands and seals the day and year first above written.

LINDA FINNEY

ATTESTED

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale, Township Clerk

_____(seal)
by: Susan McCartney, Mayor

STATE OF NEW JERSEY
COUNTY OF ESSEX ss:

I CERTIFY that on September ____, 2024

Linda Finney personally came before me and stated to my satisfaction that he each person executed this instrument as his own act.

EXHIBIT A

[TO BE SUPPLIED]

276-24

EXHIBIT A

DEED OF TEMPORARY EASEMENT AND TEMPORARY EASEMENT AGREEMENT

This Deed of Temporary Easement and Temporary Easement Agreement made effective as of September ____, 2024 BY AND BETWEEN LINDA FINNEY residing at 9 Nelson Court, Township of West Orange, County of Essex and State of New Jersey, hereinafter referred to as "GRANTOR," and THE TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having offices located at 66 Main Street, in the Township of West Orange, County of Essex, and State of New Jersey, hereinafter referred to as the "GRANTEE" or the "TOWNSHIP."

WITNESSETH

WHEREAS the Grantor is the sole owner of Tax Block 168, Lot 10.05 on the official Tax Map of the Township of West Orange, County of Essex, State and New Jersey, also known as 9 Nelson Court, West Orange, New Jersey (hereinafter the "PREMISES"), and

WHEREAS the GRANTEE has determined that certain immediate improvements and other repairs are needed to prevent raw sewage from a portion of the sanitary sewer main beneath the PREMISES to discharge into the residence; and

WHEREAS, the GRANTOR is willing to grant to the GRANTEE and the GRANTEE is willing to accept an easement over a portion of said premises to conduct the following repairs on the PREMISES: installation of a pump station that includes a tank with pump, check valves, covers, conduit and associated amenities for an operational station. For the work to be completed; excavation will need to be performed, backfill for trench, installation of electrical connections and conduit, restoration and topsoil and seeding all disturbed areas; and

WHEREAS the GRANTOR further agrees to be responsible for the maintenance and repair of the future pump station improvements and its components at their premises as necessary to protect and maintain a functional pump station; and

WHEREAS the above-described Temporary Easement being as shown on a survey to be obtained by the GRANTEE as soon as the same is made available; and

The GRANTOR hereby covenants with the GRANTEE that:

- a. The GRANTOR has good and lawful right to convey the temporary easement reference herein.
- b. The temporary easement is free and clear from encumbrances of record that might interfere with the scope of work reference herein.
- c. The GRANTEE has a portion of the sanitary sewer line that extends across a portion of the GRANTOR'S property; and
- d. GRANTREE will provide GRANTOR at least 48 hours' notice prior to the commence of the emergency repair;
- e. GRANTOR does hereby expressly permit right of entry and temporary easement to the GRANTEE for the purposes of conducting the installation of the pump station, grinder pumps and all other necessary components for a functional

station with the intent of access to be uninterrupted and unobstructed right of entry, under, across and over the area as shown in "Exhibit A" consisting of the right to excavate, erect, construct, install, use, and impact property;

- f. GRANTOR, its successors, and/or assigns shall hold harmless GRANTEE, its successors and/or assigns from and against any and all claim, liabilities, penalties, costs or other damages, whether foreseen and unforeseen, arising directly from the temporary easement reference herein.
- g. GRANTOR agrees that if any disturbance or damage is caused to the subject property as a result of the GRANTEE'S exercise of the rights and privileges afforded to it under this instrument, the GRANTEE shall restore the affected area as near as practicable to its original condition.
- h. GRANTOR agrees, acknowledges, and affirms that the temporary easement hereunder granted shall be binding upon his heirs, successors, and assigns.

NOW THEREFORE, in consideration of the sum of One (\$1.00) Dollars and other good and valuable consideration paid to the GRANTOR by the GRANTEE, GRANTOR does hereby grant unto the GRANTEE, their heirs, successors and assigns a Temporary Easement to conduct emergency repairs to the sewer and/or stormwater piping located on the PREMISES in the area to be prescribed by the survey to be provided by the GRANTEE to the GRANTOR.

IN WITNESS WHEREOF, the parties have hereunder affixed their hands and seals the day and year first above written.

LINDA FINNEY

ATTESTED

TOWNSHIP OF WEST ORANGE

Karen Carnevale, Township Clerk

_____(seal)
by: Susan McCartney, Mayor

STATE OF NEW JERSEY
COUNTY OF ESSEX ss:

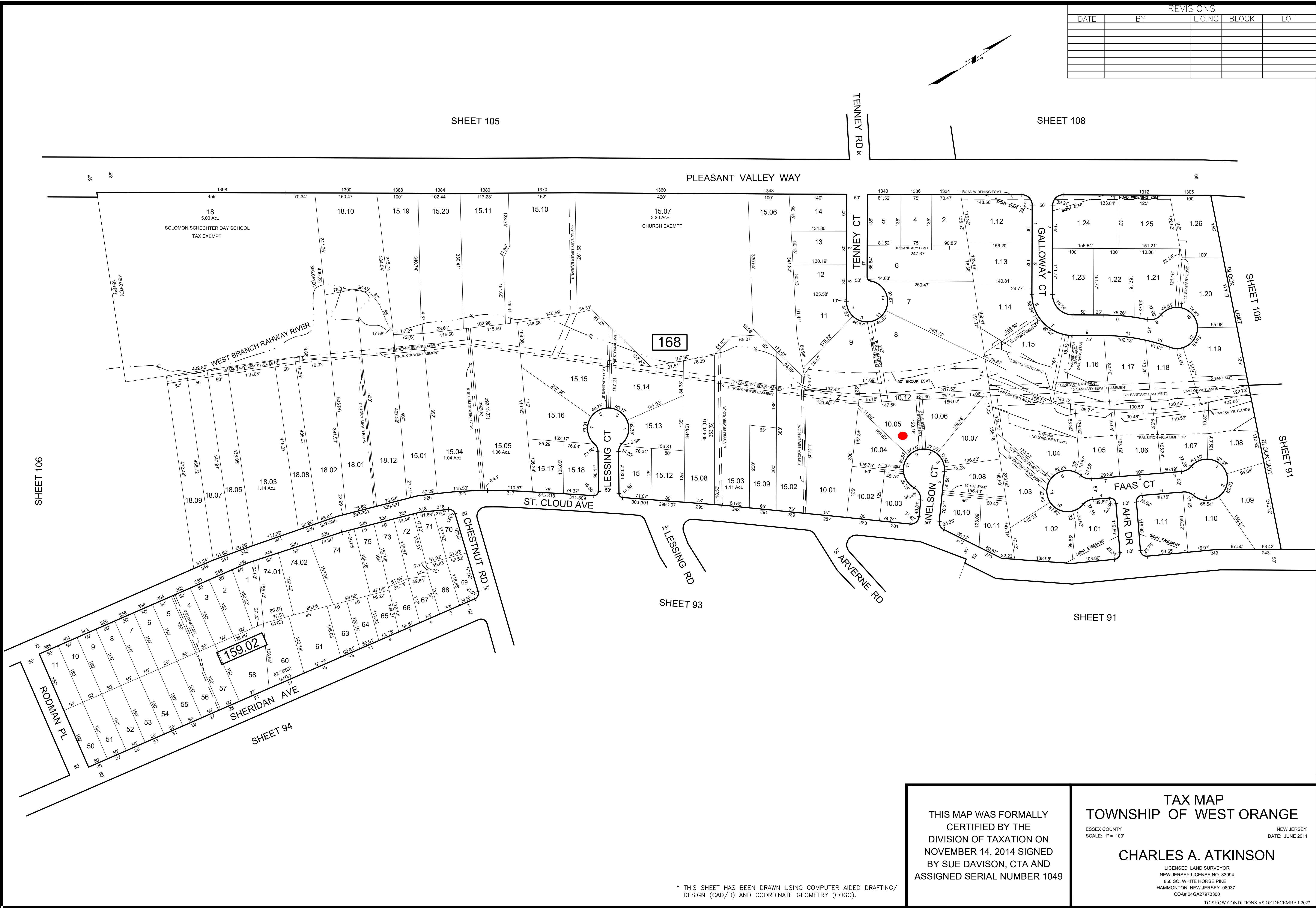
I CERTIFY that on September ____, 2024

Linda Finney personally came before me and stated to my satisfaction that he each person executed this instrument as his own act.

EXHIBIT A

[TO BE SUPPLIED]

REVISIONS				
DATE	BY	LIC.NO	BLOCK	LOT



* THIS SHEET HAS BEEN DRAWN USING COMPUTER AIDED DRAFTING/ DESIGN (CAD/D) AND COORDINATE GEOMETRY (COCO).

**RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN APPROVED STATE
CONTRACT VENDORS FOR CONTRACTING UNITS PURSUANT TO N.J.S.A. 40A:11-12a**

Whereas, the Township of West Orange, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

Whereas, the Township of West Orange has the need on a timely basis to purchase goods or services utilizing State contracts; and

Whereas, the Township of West Orange intends to enter into contracts with the attached Referenced State Contract Vendors through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current State contracts;

Now, Therefore, Be It Resolved, that the Township of West Orange Council authorizes the Purchasing Agent to purchase certain goods or services from those approved New Jersey State Contract Vendors on the attached list, pursuant to all conditions of the individual State contracts; and

Be It Further Resolved, that the governing body of the Township of West Orange pursuant to N.J.A.C. 5:30-5.5(b), the certification of available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Finance Officer; and

Be It Further Resolved, that the duration of the contracts between the Township of West Orange and the Referenced State Contract Vendors shall be through December 31, 2024.

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

Bill Rutherford,
Council President

Adopted: September 24, 2024

I hereby certify funds are available from Various Accounts

John Ditinyak, Chief Financial Officer

Contract Portfolio Description	Blanket/Contract #	Vendor Name	Vendor Nbr	Blanket Start Date	Blanket End Date	NJ Cooperative Purchasing	Notes
G2004 - FURNITURE: OFFICE, LOUNGE AND SYSTEMS - STATEWIDE	81721	National Office Furniture Inc	V00001245	07/30/12	06/06/24	Y	Monitor NJSTART for updates
G2004 - FURNITURE: OFFICE, LOUNGE AND SYSTEMS - STATEWIDE	19-FOOD-00927	The HON Company LLC	V00001800	07/30/12	10/31/24	Y	Monitor NJSTART for updates
G2004 - FURNITURE: OFFICE, LOUNGE AND SYSTEMS - STATEWIDE	24-FOOD-61702	Fellowes, Inc.	V00047067	07/30/12	10/31/24	Y	Monitor NJSTART for updates
G4010 - Statewide Equipment and Space Rental	19-GNSV2-00854	HERC RENTALS INC.	V00003291	06/01/19	05/31/25	Y	Contract portfolio G4010 extendedd for one year transition period to May 31 2025
M0002 Facilities Maintenance and Repair & Operations (MRO) and Industrial Supplies	19-FLEET-00566	GRAINGER	V00003164	10/01/18	12/31/24	Y	Monitor NJSTART for updates
M0483 - COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES	24-TELE-71883	Dell Marketing L.P.	V00000889	03/20/24	06/30/25	Y	Extensions remaining based on NJSTART. Monitor NJSTART for new contracts under M0483 contract portfolio.
M4000 - Express Courier, Overnight, Ground Delivery Logistics	24-GNSV2-58847	FedEx	V00076662	11/28/23	11/27/26	Y	
M4002 - NASPO ValuePoint Cloud Solutions	21-TELE-01360	SHI International	V00000229	12/29/20	09/15/26	Y	
M4006 Wireless voice, Data, and Accessories	22-TELE-05861	AT&T MOBILITY	V00004408	03/01/22	08/11/29	Y	5 year extension option exercised
M8000 Tires, Tubes and Services	20-FLEET-00948	The Goodyear Tire & Rubber Company	V00000828	08/29/19	06/30/24	Y	See new contracts with Bridgestone and Goodyear
M8000 Tires, Tubes and Services - Statewide	25-FLEET-81812	Bridgestone Americas, Inc.	V00043503	07/03/24	06/30/27	Y	New Contract

M8000 Tires, Tubes and Services - Statewide	25-FLEET-82627	The Goodyear Tire & Rubber Company	V00000828	07/12/24	06/30/27	Y	New Contract
M8001 Walk-In Building Supplies	18-FLEET-00234	Home Depot USA Inc. / The Home Depot Pro	V00004017	08/01/17	12/31/26	Y	
T0002 Bottled Spring Water/ Cooler Rental	18-FOOD-00424	WB Mason Co Inc.	V00001705	07/23/18	01/18/25	Y	Contract in Transition Period. Monitor NJSTART for updates.
T0046 Protective Clothing and Footwear	16-FOOD-00113	Turn Out Fire & Safety	V00002813	04/21/17	04/20/25	Y	Procurement opportunity in planning
T0046 Protective Clothing and Footwear	20-FOOD-00904	Galls LLC	V00002688	04/21/17	04/20/25	Y	Procurement opportunity in planning
T0052 Office Supplies and Recycled Copy Paper Statewide	3	WB Mason Co Inc.	V00001705	05/07/15	06/15/24	Y	Expired see new contracts with ODP and WB Mason
T0077 Number 2 Heating Fuel Oil	17-FOOD-00400	National Fuel Oil Inc.	V00003317	07/01/18	06/30/25	Y	Extensions remaining based on NJSTART
T0083 Unleaded Automotive Gasoline	19-FLEET-00969	Riggins Inc.	V00000345	11/01/19	10/31/24	Y	Extensions remaining based on NJSTART
T0083 Unleaded Automotive Gasoline	19-FLEET-00970	Taylor Oil Company	V00000420	11/01/19	10/31/24	Y	Extensions remaining based on NJSTART
T0083 Unleaded Automotive Gasoline	19-FLEET-00974	National Fuel Oil Inc.	V00003317	11/01/19	10/31/24	Y	Extensions remaining based on NJSTART
T0083 Unleaded Automotive Gasoline	19-FLEET-00975	J Swanton Fuel Oil Co Inc.	V00004387	11/01/19	10/31/24	Y	Extensions remaining based on NJSTART
T0083 Unleaded Automotive Gasoline	19-FLEET-00978	Griffith-Allied Trucking, LLC	V00039295	11/01/19	10/31/24	Y	Extensions remaining based on NJSTART
T0085 - SNOW PLOW PARTS, AND GRADER AND LOADER BLADES	88265	Greelco Inc.	V00002406	01/20/15	01/19/25	Y	Bid eval for reporcurement in process. Monitor NJSTART for updates.
T0085 - SNOW PLOW PARTS, AND GRADER AND LOADER BLADES	88266	Kolmetz Corp	V00004207	01/20/15	01/19/25	Y	Bid eval for reporcurement in process. Monitor NJSTART for updates.

T0085 - SNOW PLOW PARTS, AND GRADER AND LOADER BLADES	88268	cliffside body corp	V00001903	01/20/15	01/19/25	Y	Bid eval for reporcurement in process. Monitor NJSTART for updates.
T0085 - SNOW PLOW PARTS, AND GRADER AND LOADER BLADES	88270	Van Dine Motors Inc.	V00000631	01/20/15	01/19/25	Y	Extensions remaining based on NJSTART
T0085 - SNOW PLOW PARTS, AND GRADER AND LOADER BLADES	88271	Tony Sanchez Ltd	V00000122	01/20/15	01/19/25	Y	Bid eval for reporcurement in process. Monitor NJSTART for updates.
T0085 - SNOW PLOW PARTS, AND GRADER AND LOADER BLADES	88273	A&K EQUIPMENT CO INC	V00001375	01/20/15	01/19/25	Y	Bid eval for reporcurement in process. Monitor NJSTART for updates.
T0097 Automotive Lubricants	20-FLEET-01342	Taylor Oil Company	V00000420	11/20/20	11/19/24	Y	Extensions remaining based on NJSTART
T0097 Automotive Lubricants	20-FLEET-01343	David Weber Oil Co.	V00003436	11/20/20	11/19/24	Y	Extensions remaining based on NJSTART
T0099 Vehicles Sedans/Hatchbacks, SubCompact, Compact, MidSize, FullSize, Gasoline, Hybrid, Electric	19-FLEET-00953	Hertrich Fleet Services Inc.	V00000212	09/03/19	09/02/24	Y	Bid eval for reporcurement in process. Monitor NJSTART for updates.
T0103 - Park and Playground Equipment	16-FLEET-00138	BSN Sports LLC	V00011651	05/31/17	05/30/24	Y	Bid eval for reporcurement in process. Monitor NJSTART for updates.
T0103 - Park and Playground Equipment	16-FLEET-00134	BCI Burke Company LLC	V00004844	05/31/17	05/30/25	Y	Bid eval for reporcurement in process. Monitor NJSTART for updates.
T0103 - Park and Playground Equipment	16-FLEET-00135	Ben Shaffer Recreation Inc.	V00008631	05/31/17	05/30/25	Y	Bid eval for reporcurement in process. Monitor NJSTART for updates.
T0103 - Park and Playground Equipment	16-FLEET-00136	Playworld Systems Inc.	V00011097	05/31/17	05/30/25	Y	Bid eval for reporcurement in process. Monitor NJSTART for updates.

T0106 - Law Enforcement Firearms Equipment and Supplies	17-FLEET-00733	Lanigan Associates Inc.	V00000996	05/15/19	05/13/24	Y	Monitor NJSTART to confirm if contract will be extendedd.
T0106 - Law Enforcement Firearms Equipment and Supplies	17-FLEET-00743	1075 Emergency Lighting	V00001744	05/15/19	05/13/25	Y	Extensions remaining based on NJSTART
T0106 - Law Enforcement Firearms Equipment and Supplies	17-FLEET-00732	Atlantic Tactical Inc	V00000829	05/15/19	05/13/25	Y	Extensions remaining based on NJSTART
T0106 - Law Enforcement Firearms Equipment and Supplies	17-FLEET-00735	AMERICAN DIVING SUPPLY	V00001453	05/15/19	05/13/25	Y	Extensions remaining based on NJSTART
T0106 - Law Enforcement Firearms Equipment and Supplies	17-FLEET-00752	Turn Out Fire & Safety	V00002813	05/15/19	05/13/25	Y	Extensions remaining based on NJSTART
T0106 - Law Enforcement Firearms Equipment and Supplies	17-FLEET-00763	Armor Express	V00004317	05/15/19	05/13/25	Y	Extensions remaining based on NJSTART
T0106 - Law Enforcement Firearms Equipment and Supplies	17-FLEET-00773	Badge Company of New Jersey LLC	V00006380	05/15/19	05/13/25	Y	Extensions remaining based on NJSTART
T0106 - Law Enforcement Firearms Equipment and Supplies	17-FLEET-00774	Kustom Signals Inc	V00006564	05/15/19	05/13/25	Y	Extensions remaining based on NJSTART
T0106 - Law Enforcement Firearms Equipment and Supplies	17-FLEET-00787	Safariland LLC	V00022201	05/15/19	05/13/25	Y	Extensions remaining based on NJSTART
T0106 - Law Enforcement Firearms Equipment and Supplies	23-FLEET-34887	Nielsen Fleet Inc.	V00077128	05/15/19	05/13/25	Y	Extensions remaining based on NJSTART
T0106 - Law Enforcement Firearms Equipment and Supplies	17-FLEET-00767	Witmer Public Safety Group Inc.	V00004434	05/15/19	05/13/25	Y	Extensions remaining based on NJSTART

T0106 - Law Enforcement Firearms Equipment and Supplies	17-FLEET-00721	Eagle Point Gun/T.J.Morris & Son	V00000219	05/15/19	05/13/25	Y	Extensions remaining based on NJSTART
T0106 - Law Enforcement Firearms Equipment and Supplies	17-FLEET-00746	All Hands Fire Equipment	V00002054	05/15/19	05/13/25	Y	Extensions remaining based on NJSTART
T0106 - Law Enforcement Firearms Equipment and Supplies	17-FLEET-00784	Draeger Inc	V00022167	05/15/19	05/13/25	Y	Extensions remaining based on NJSTART
T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	83932	L3Harris Technologies	V00001317	05/01/13	04/30/25	Y	Contracts under the T0109 contract portfolio have been extended to April, 2025. Monitor NJSTART for future updates.
T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	83900	Philip M. Casciano Associates Inc.	V00000476	05/01/13	04/30/25	Y	Contracts under the T0109 contract portfolio have been extended to April, 2025. Monitor NJSTART for future updates.
T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	83925	Motorola Solutions Connectivity, Inc	V00006757	05/01/13	04/30/25	Y	Contracts under the T0109 contract portfolio have been extended to April, 2025. Monitor NJSTART for future updates.
T0114 - LIBRARY & SCHOOL SUPPLIES	17-FOOD-00253	S&S Worldwide	V00000835	08/31/17	08/30/24	Y	Bid eval for reporcurement in process. Monitor NJSTART for updates.
T0114 - LIBRARY & SCHOOL SUPPLIES	17-FOOD-00266	KeyboardConsultantsInc	V00016316	08/31/17	08/30/24	Y	Bid eval for reporcurement in process. Monitor NJSTART for updates.
T0121 Breakaway U-Post Sign Supports	24-FLEET-55132	National Highway Products, Inc	V00082935	08/28/23	03/30/25	Y	

T0126 - OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY	40816	H A Dehart & Son Inc	V00004080	03/18/16	03/17/25	Y	Reporcurement in Progress. Go to NJSTART to reievw Bid Solicitation 24DPP01046
T0126 - OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY	40854	RND AUTO & TRUCK	V00023807	03/18/16	03/17/25	Y	Reporcurement in Progress. Go to NJSTART to reievw Bid Solicitation 24DPP01046
T0126 - OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY	40866	American Hose & Hydraulics	V00018669	03/18/16	03/17/25	Y	Reporcurement in Progress. Go to NJSTART to reievw Bid Solicitation 24DPP01046
T0126 - OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY	40825	A Lembo Car & Truck Collision Inc	V00003992	03/18/16	03/17/25	Y	Reporcurement in Progress. Go to NJSTART to reievw Bid Solicitation 24DPP01046
T0126 - OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY	40830	Air Brake & Equipment	V00004339	03/18/16	03/17/25	Y	Reporcurement in Progress. Go to NJSTART to reievw Bid Solicitation 24DPP01046
T0126 - OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY	40835	Perth Amboy Spring Works Inc.	V00000410	03/18/16	03/17/25	Y	Reporcurement in Progress. Go to NJSTART to reievw Bid Solicitation 24DPP01046
T0126 - OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY	23-FLEET-34919	NIELSEN FORD OF MORRISTOWN INC	V00075665	03/18/16	03/17/25	Y	Reporcurement in Progress. Go to NJSTART to reievw Bid Solicitation 24DPP01046
T0126 - OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY	24-GNSV1-54876	Fred Beans Ford of Washinton	V00075863	03/18/16	03/17/25	Y	Reporcurement in Progress. Go to NJSTART to reievw Bid Solicitation 24DPP01046
T0126 - OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY	40805	Chas s Winner Inc	V00001600	03/18/16	03/17/25	Y	Reporcurement in Progress. Go to NJSTART to reievw Bid Solicitation 24DPP01046

T0126 - OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY	40817	on-site fleet service inc	V00001254	03/18/16	03/17/25	Y	Reporcurement in Progress. Go to NJSTART to reivew Bid Solicitation 24DPP01046
T0126 - OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY	40822	cliffside body corp	V00001903	03/18/16	03/17/25	Y	Reporcurement in Progress. Go to NJSTART to reivew Bid Solicitation 24DPP01046
T0126 - OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY	23-FLEET-34928	NIELSEN OF MORRISTOWN INC	V00075977	03/18/16	03/17/25	Y	Reporcurement in Progress. Go to NJSTART to reivew Bid Solicitation 24DPP01046
T0126 - OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY	40852	Tra-Par Transmissions	V00017455	3/18/2016	3/17/2025	Y	Reporcurement in Progress. Go to NJSTART to reivew Bid Solicitation 24DPP01046
T0148 Catch Basin Castings, Inlets & Manholes	19-FLEET-00979	Campbell Foundry Company	V00004181	10/01/19	09/30/24	Y	Extensions remaining based on NJSTART
T0155 Hot Mix Asphalt (HMA) for Pick-Up and Delivery - Statewide	18-FLEET-00634	Tilcon New York Inc.	V00000509	02/01/19	01/31/25	Y	Bid eval for reporcurement in process. Monitor NJSTART for updates.
T0200 - MAILROOM EQUIPMENT AND MAINTENANCE VARIOUS STATE AGENCIES	41258	PITNEY BOWES INC	V00004523	04/15/16	04/14/25	Y	
T0208 - Fabricated & Prefabricated Structures: Portable Sanitation Units	20-GNSV1-01315	Johnny on the Spot, LLC dba United Site Services	V00001704	10/01/20	09/30/24	Y	Extensions remaining based on NJSTART
T0210, Sheeting, Reflective Statewide	24-FLEET-55175	National Highway Products, Inc	V00082935	08/28/23	05/31/25	Y	Bid eval for reporcurement in process. Monitor NJSTART for updates.
T0213 - Rock Salt, Treated Salt and Solar Salt - Statewide	20-FLEET-01519	Morton Salt Inc.	V00000872	07/01/21	06/30/25	Y	Extensions remaining based on NJSTART

T0465 Tree Trimming, Pruning, and Removal Services - Statewide	18-DPP-00645	Rich Tree Service Inc.	V00003986	01/01/19	12/31/24	Y	Reporcurement in Progress. Go to NJSTART to reievew Bid Solicitation 24DPP01045
T0790 Firefighter Protective Clothing and Equipment	17-FLEET-00802	CONTINENTAL FIRE & SAFETY INC	V00000248	06/15/19	06/14/25	Y	
T0790 Firefighter Protective Clothing and Equipment	17-FLEET-00813	Turn Out Fire & Safety	V00002813	06/15/19	06/14/25	Y	
T0790 Firefighter Protective Clothing and Equipment	17-FLEET-00820	ESI Equipment Inc	V00004488	06/15/19	06/14/25	Y	
T0790 Firefighter Protective Clothing and Equipment	17-FLEET-00807	Firefighter One LLC	V00001034	06/15/19	06/14/25	Y	
T0790 Firefighter Protective Clothing and Equipment	17-FLEET-00811	Fire-Dex LLC	V00001740	06/15/19	06/14/25	Y	
T0790 Firefighter Protective Clothing and Equipment	17-FLEET-00812	All Hands Fire Equipment	V00002054	06/15/19	06/14/25	Y	
T0790 Firefighter Protective Clothing and Equipment	17-FLEET-00827	Draeger Inc	V00022167	06/15/19	06/14/25	Y	
T0849 - ABOVEGROUND FUEL TANKS, ASSOC. EQUIP., INSTALLATION, TANK REMOVAL, & SYS. SVCS.	42266	Ted Slack Environmental Services	V00004723	08/29/16	08/28/24	Y	Monitor NJSTART for updates.
T0849 - ABOVEGROUND FUEL TANKS, ASSOC. EQUIP., INSTALLATION, TANK REMOVAL, & SYS. SVCS.	42264	FAIRFIELD MAINTENANCE, INC	V00023590	08/29/16	08/28/24	Y	Monitor NJSTART for updates.
T0969 - Marine Craft and Related Products and Services	21-FOOD-05221	Jasper Engines and Transmissions	V00000545	02/14/22	02/13/25	Y	Extensions remaining based on NJSTART

T0983 Environmental Testing Instruments, Equipment and Supplies for Air and Water Quality	21-FOOD-01681	CONTINENTAL FIRE & SAFETY INC	V00000248	09/01/21	08/31/24	Y	Extensions remaining based on NJSTART
T0983 Environmental Testing Instruments, Equipment and Supplies for Air and Water Quality	21-FOOD-01685	All Hands Fire Equipment	V00002054	09/01/21	08/31/24	Y	Extensions remaining based on NJSTART
T0983 Environmental Testing Instruments, Equipment and Supplies for Air and Water Quality	21-FOOD-01688	Draeger Inc	V00022167	09/01/21	08/31/24	Y	Extensions remaining based on NJSTART
T1776 - DATA COMMUNICATIONS NETWORK SERVICES	85943	Verizon Business Network Services LLC	V00003532	02/11/14	02/10/25	Y	Cancelled - see new contracts under T1776 portfolio
T1776 Data Communications Network Services	22-TELE-80910	Verizon Business Network Services LLC	V00003532	08/01/24	07/31/29	Y	New Contract
T1845 Ultra-Low Sulfur Diesel and Biodiesel Fuel	19-FOOD-01097	Taylor Oil Company	V00000420	04/01/20	03/31/25	Y	Extensions remaining based on NJSTART
T1845 Ultra-Low Sulfur Diesel and Biodiesel Fuel	19-FOOD-01100	National Fuel Oil Inc.	V00003317	04/01/20	03/31/25	Y	Extensions remaining based on NJSTART
T1845 Ultra-Low Sulfur Diesel and Biodiesel Fuel	19-FOOD-01105	Griffith-Allied Trucking, LLC	V00039295	04/01/20	03/31/25	Y	Extensions remaining based on NJSTART
T2108 - MAINT. & REPAIR FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	89274	A Lembo Car & Truck Collision Inc	V00003992	07/21/15	11/20/24	Y	Monitor NJSTART for updates.
T2108 - MAINT. & REPAIR FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	89282	Midland Radiator Service Company	V00001515	07/21/15	11/20/24	Y	Monitor NJSTART for updates.

T2108 - MAINT. & REPAIR FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	89273	on-site fleet service inc	V00001254	07/21/15	11/20/24	Y	Monitor NJSTART for updates.
T2108 - MAINT. & REPAIR FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	89279	Air Brake & Equipment	V00004339	07/21/15	11/20/24	Y	Monitor NJSTART for updates.
T2108 - MAINT. & REPAIR FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	89290	SANITATION TRUCK REPAIR INC	V00000561	07/21/15	11/20/24	Y	Monitor NJSTART for updates.
T2108 - MAINT. & REPAIR FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	89306	Tony Sanchez Ltd	V00000122	07/21/15	11/20/24	Y	Monitor NJSTART for updates.
T2108 - MAINT. & REPAIR FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	23-FLEET-34924	NIELSEN FORD OF MORRISTOWN INC	V00075665	07/21/15	11/20/24	Y	Monitor NJSTART for updates.
T2187 - PARTS AND REPAIRS FOR LAWN AND GROUNDS EQUIPMENT	43023	Lawson Products Inc.	V00004975	02/17/17	02/16/25	Y	Bid eval for reporcurement in process. Monitor NJSTART for updates.
T2187 - PARTS AND REPAIRS FOR LAWN AND GROUNDS EQUIPMENT	43022	Cherry Valley Tractor Sales	V00000147	02/17/17	02/16/25	Y	Bid eval for reporcurement in process. Monitor NJSTART for updates.
T2187 - PARTS AND REPAIRS FOR LAWN AND GROUNDS EQUIPMENT	43039	Power Place Inc	V00010443	02/17/17	02/16/25	Y	Bid eval for reporcurement in process. Monitor NJSTART for updates.
T2188 - PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	85850	Lawson Products Inc.	V00004975	01/30/14	11/29/24	Y	Bid eval for reporcurement in process. Monitor NJSTART for updates.

T2188 - PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	85860	United Rotary Brush Corporation	V00020651	01/30/14	11/29/24	Y	Bid eval for reporcurement in process. Monitor NJSTART for updates.
T2276 - INFLUENZA VACCINE-STATEWIDE	41502	FFF ENTERPRISES INC	V00018167	5/18/2016	12/31/2024	Y	Monitor NJSTART for updates.
T2581 - Auctioneering Services: Internet Auctions to Sell Surplus Property	19-GNSV1-00696	Municibid	V00018618	5/1/2019	4/30/2025	Y	Reprocurement in process. Go to NJSTART to review Bid 23DPP00896
T2759 - Forestry Mowing/Mulching Service NJDEP	23-GNSV1-73346	Rich Tree Service Inc.	V00003986	04/15/24	04/14/27	Y	Extensions remaining based on NJSTART
T2760 OEM Automotive Parts and Accessories for Light Duty Vehicles Class 4 or Lower	19-FLEET-00919	FRED BEANS PARTS INC.	V00001543	08/05/19	08/04/25	Y	
T2760 OEM Automotive Parts and Accessories for Light Duty Vehicles Class 4 or Lower	23-FLEET-34925	NIELSEN FORD OF MORRISTOWN INC	V00075665	08/05/19	08/04/25	Y	
T2760 OEM Automotive Parts and Accessories for Light Duty Vehicles Class 4 or Lower	23-FLEET-34932	NIELSEN OF MORRISTOWN INC	V00075977	08/05/19	08/04/25	Y	
T2761 - NON-OEM AUTOMOTIVE PARTS & ACCESSORIES FOR LIGHT DUTY VEHICLES	85992	SAMUELS INC	V00004581	02/26/14	02/25/25	Y	Bid eval for reporcurement in process. Monitor NJSTART for updates.
T2761 - NON-OEM AUTOMOTIVE PARTS & ACCESSORIES FOR LIGHT DUTY VEHICLES	85995	FRED BEANS PARTS INC.	V00001543	02/26/14	02/25/25	Y	Bid eval for reporcurement in process. Monitor NJSTART for updates.
T2761 - NON-OEM AUTOMOTIVE PARTS & ACCESSORIES FOR LIGHT DUTY VEHICLES	85998	United Motor Parts Inc	V00000254	02/26/14	02/25/25	Y	Bid eval for reporcurement in process. Monitor NJSTART for updates.
T2905 Fingerprint Services: Live Scan Noncriminal Various State Agencies	19-TELE-00844	IDEMIA IDENTITY & SECURITY USA LLC	V00001446	05/13/19	05/12/25	Y	Extensions remaining based on NJSTART

T2946 - Elevator Maintenance, Repair, Testing, and Inspection Services	20-GNSV2-01119	Slade Industries Inc.	V00002520	03/01/20	02/28/25	Y	
T3027 Plumbing and Heating, Ventilation and Air Conditioning (HVAC) Supplies/Equipment - Statewide	22-FOOD-53264	Air Purifiers Inc.	V00005945	10/02/23	10/01/26	Y	Extensions remaining based on NJSTART
T3031 Evidential Breath Testing Equipment and Services	20-TELE-00933	Draeger Inc	V00022167	02/27/17	02/26/25	Y	
T3057 Wheel Loader 3 Cu. Yd. Bucket, Diesel, Forklift Att.	17-FLEET-00199	JESCO Inc	V00000013	07/12/17	07/11/24	Y	Expired
T3060 Crawler/Dozer, Screened Cab Enclosure, Low Ground Pressure, Diesel, with Min. 2 Cu. Yd. Blade	18-FLEET-00308	JESCO Inc	V00000013	12/20/17	12/19/24	Y	Expired
T3121 Software Reseller Services	20-TELE-01510	Dell Marketing L.P.	V00000889	05/25/21	05/24/26	Y	Extensions remaining based on NJSTART
T3121 Software Reseller Services	20-TELE-01511	CDW Government LLC	V00001715	05/25/21	05/24/26	Y	Extensions remaining based on NJSTART
T3138 Electric Vehicle Service Equipment - Statewide	23-FLEET-68464	Bryan Electric Inc.	V00005501	03/18/24	03/17/27	Y	Extensions remaining based on NJSTART

RESOLUTION PRESCRIBING FEES AS SET FORTH IN ORDINANCE 2846-24, AN ORDINANCE REPEALING AND REPLACING CHAPTER 25, SECTION 27 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP AND ESTABLISHING A NEW CHAPTER FOR ENVIRONMENTAL PROTECTION

WHEREAS, on June 10, 2024, the Township of West Orange (the “Township”) passed Ordinance 2846-24 (the “Ordinance”) on second reading, repealing and replacing Chapter 25, Section 27 of the Revised General Ordinances of the Township related to tree removal and replacement; and

WHEREAS, the Ordinance established Section 8, Table A, which is a mechanism for payment into a Tree Removal Fund for replacement of trees removed in the Township pursuant to the Ordinance and that the amount to pay into the fund shall be prescribed by Resolution; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, the fees as set forth in § 8, Table A of the Ordinance shall be prescribed as follows:

DBH of Tree	Required Action	Amount to Tree Replacement Fund
4”-6”	Replace with one 2.5” inch native non-pesticide/herbicide treated tree with a minimum of 6-feet tall	\$250 per 2.5 inch DBH tree; \$500 for every 4 inch DBH tree
6”-13”	Replace with either two 4” inch native non-pesticide/herbicide treated trees; or four 2.5” native non-	\$250 per 2.5 inch DBH tree; \$500 for every 4 inch DBH tree

	pesticide/herbicide treated trees. Each tree shall be a minimum of 6-feet tall.	
13"-22"	Replace with either three 4" inch native non-pesticide/herbicide treated tree; or six 2.5" native non-pesticide/herbicide treated trees. Each tree shall be a minimum of 6-feet tall.	\$250 per 2.5 inch DBH tree; \$500 for every 4 inch DBH tree
23"-32"	Replace with either four 4" inch native non-pesticide/herbicide treated tree; or eight 2.5" native non-pesticide/herbicide treated trees. Each tree shall be a minimum of 6-feet tall.	\$250 per 2.5 inch DBH tree; \$500 for every 4 inch DBH tree
Over 33"	Replace with either five 4" inch native non-pesticide/herbicide treated tree; or ten 2.5" native non-pesticide/herbicide treated trees. Each tree shall be a minimum of 6-feet tall.	\$250 per 2.5 inch DBH tree; \$500 for every 4 inch DBH tree

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature.

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

Bill Rutherford
Council President

Dated:

Adopted:

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL AID
AND ECONOMIC DEVELOPMENT
RECOMMENDATION OF AWARD
STATE AID PROJECT**

BE IT RESOLVED

that the **Township Council of the Township of West Orange**

hereby recommends to the New Jersey Department of Transportation that the contract for

NJDOT 2023-MA-00155 Carlson Rd, Cullen Dr and Colonial Woods Drive Improvements Project
(Name of Project)

in the **Township of West Orange** County of **Essex**
(Name of Municipality)

be awarded to **Reggio Construction, Inc., 416 East Central Boulevard, Palisades, N.J. 07650**
whose bid amounted to **\$1,516,459.25** subject to the approval of the Department.

That the presiding officer of this body be and is hereby directed to sign for and, on its behalf, the contract in the prescribed form for said construction.

That the clerk of this body be and is hereby directed to seal said contract
with the corporate seal of this body and to attest to the same.

Approved by the Township of West Orange on September 24, 2024.
(Name of Local Government) (Date of Award)

Bill Rutherford, Council President

(Date)

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

(Date)

(Affix Seal)

R E S O L U T I O N

WHEREAS, the Township of West Orange has advertised for bids, pursuant to the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1) for the project 2023 CDBG Road Rehabilitation of Valley Road from Kingsley Street to Northfield Avenue; and

WHEREAS, at the date time and place advertised for the opening of said bids, the Township did receive five bids; and

WHEREAS, the lowest bidder withdrew their bid due to a mathematical error made when calculating a bid item; and

WHEREAS, this misunderstanding caused them to bid a price that will not allow them to perform this contract for the amount bid; and

WHEREAS, the Township Engineer and Qualified Purchasing Agent reported that the next successful bidder has strictly complied with the bid specifications and is the lowest responsible bidder; and

WHEREAS, the Township Council of the Township of West Orange has considered said bids and has further considered the recommendation of the Township Engineer as to the award of said bid.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the contract for the 2023 CDBG Road Rehabilitation of Valley Road from Kingsley Street to Northfield Avenue is hereby awarded to:

**D.L.S CONTRACTING, INC.
36 MONTESANO ROAD
FAIRFIELD, NJ 07004**

in the Base Bid amount of \$810,446.90.

BE IT FURTHER RESOLVED that Certified Checks and/or Bid bonds of all except the lowest responsible bidder be forthwith returned, and the Mayor and Township Clerk be and they hereby are respectively authorized to execute and attest a contract for the foregoing.

Karen J. Carnevale, RMC, Municipal Clerk

Bill Rutherford, Council President

Adopted: September 24, 2024

I hereby certify funds are available from:

ACCOUNT NO.
2023 Capital Budget
03-2830-23-0500-010: \$326,906.15

\$483,540.75

John Ditinyak, Chief Financial Officer



2023 CDBG ROAD REHABILITATION OF VALLEY ROAD FROM KINGSLEY STREET TO NORTHFIELD AVENUE
BIDS RECEIVED ON: AUGUST 22, 2022 ENGINEER'S TABULATION OF BASE BIDS

280-24

				1		2		3		4		5	
				Reggio Construction Inc.		D.L.S. Contracting, Inc.		D&L Paving Contractors, Inc.		A&J Contractors Group, Inc.		Granada Construction Corp.	
				CONTRACTOR NAME		CONTRACTOR NAME		CONTRACTOR NAME		CONTRACTOR NAME		CONTRACTOR NAME	
				416 East Central Boulevard		36 Montesano Road		675 Franklin Avenue		105 Federal Road		147 Thomas Street	
				ADDRESS		ADDRESS		ADDRESS		ADDRESS		ADDRESS	
				Palisades, NJ 07650		Fairfield, NJ 07004		Nutley, NJ 07110		Monroe Twp, NJ 08831		Newark, NJ 07114	
				CITY STATE/ZIP		CITY STATE/ZIP		CITY STATE/ZIP		CITY STATE/ZIP		CITY STATE/ZIP	
Item #	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	PERFORMANCE BOND AND PAYMENT BOND	1	DOLL	\$ 24,123.00	\$ 24,123.00	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00
2	MOBILIZATION	1	LS	\$ 9,000.00	\$ 9,000.00	\$ 2,500.00	\$ 2,500.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00
3	SOIL EROSION & SEDIMENT CONTROL MEASURES	1	LS	\$ 1.00	\$ 1.00	\$ 1,500.00	\$ 1,500.00	\$ 1.00	\$ 1.00	\$ 1,000.00	\$ 1,000.00	\$ 0.01	\$ 0.01
4	BREAKAWAY BARRICADE	20	UNIT	\$ 1.00	\$ 20.00	\$ 1.00	\$ 20.00	\$ 1.00	\$ 20.00	\$ 1.00	\$ 20.00	\$ 0.01	\$ 0.20
5	DRUM	30	UNIT	\$ 1.00	\$ 30.00	\$ 1.00	\$ 30.00	\$ 1.00	\$ 30.00	\$ 1.00	\$ 30.00	\$ 0.01	\$ 0.30
6	TRAFFIC CONE	100	UNIT	\$ 1.00	\$ 100.00	\$ 1.00	\$ 100.00	\$ 0.01	\$ 1.00	\$ 1.00	\$ 100.00	\$ 0.01	\$ 1.00
7	CONSTRUCTION SIGNS	400	SF	\$ 1.00	\$ 400.00	\$ 1.00	\$ 400.00	\$ 0.01	\$ 4.00	\$ 1.00	\$ 400.00	\$ 35.00	\$ 14,000.00
8	TRAFFIC DIRECTOR, POLICE	75000	DOLL	\$ 1.00	\$ 75,000.00	\$ 1.00	\$ 75,000.00	\$ 1.00	\$ 75,000.00	\$ 1.00	\$ 75,000.00	\$ 1.00	\$ 75,000.00
9	FUEL PRICE ADJUSTMENT	5100	DOLL	\$ 1.00	\$ 5,100.00	\$ 1.00	\$ 5,100.00	\$ 1.00	\$ 5,100.00	\$ 1.00	\$ 5,100.00	\$ 1.00	\$ 5,100.00
10	ASPHALT PRICE ADJUSTMENT	10000	DOLL	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00
11	CLEARING SITE	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 29,450.00	\$ 29,450.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00
12	TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION	45	DAY	\$ 1.00	\$ 45.00	\$ 160.00	\$ 7,200.00	\$ 200.00	\$ 9,000.00	\$ 600.00	\$ 27,000.00	\$ 800.00	\$ 36,000.00
13	EXCAVATION, TEST PIT (IF & WHERE DIRECTED)	25	CY	\$ 1.00	\$ 25.00	\$ 25.00	\$ 625.00	\$ 200.00	\$ 5,000.00	\$ 1.00	\$ 25.00	\$ 100.00	\$ 2,500.00
14	EXCAVATION, BASE REPAIR 12" DEEP (IF & WHERE DIRECTED)	1000	SY	\$ 1.00	\$ 1,000.00	\$ 40.00	\$ 40,000.00	\$ 35.00	\$ 35,000.00	\$ 1.00	\$ 1,000.00	\$ 45.00	\$ 45,000.00
15	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK (IF & WHERE DIRECTED)	145	SY	\$ 1.00	\$ 145.00	\$ 15.00	\$ 2,175.00	\$ 10.00	\$ 1,450.00	\$ 1.00	\$ 145.00	\$ 5.00	\$ 725.00
16	HMA MILLING, 3" OR LESS	8758	SY	\$ 5.00	\$ 43,790.00	\$ 4.50	\$ 39,411.00	\$ 5.37	\$ 47,030.46	\$ 7.00	\$ 61,306.00	\$ 6.00	\$ 52,548.00
17	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE, 2" THICK	1293	TON	\$ 93.00	\$ 126,714.00	\$ 95.00	\$ 122,835.00	\$ 131.50	\$ 170,029.50	\$ 120.00	\$ 155,160.00	\$ 100.00	\$ 129,300.00
18	HOT MIX ASPHALT 9.5 M 64 INTERMEDIATE COURSE (IF & WHERE DIRECTED)	500	TON	\$ 1.00	\$ 500.00	\$ 95.00	\$ 47,500.00	\$ 1.00	\$ 500.00	\$ 120.00	\$ 60,000.00	\$ 100.00	\$ 50,000.00
19	HOT MIX ASPHALT 19 M 64 BASE COURSE, 4" THICK	155	TON	\$ 90.00	\$ 15,190.00	\$ 90.00	\$ 13,950.00	\$ 1.00	\$ 155.00	\$ 1.00	\$ 155.00	\$ 110.00	\$ 17,050.00
20	12" HIGH DENSITY POLYETHYLENE PIPE (IF & WHERE DIRECTED)	100	LF	\$ 100.00	\$ 10,000.00	\$ 75.00	\$ 7,500.00	\$ 125.00	\$ 12,500.00	\$ 80.00	\$ 8,000.00	\$ 135.00	\$ 13,500.00
21	UNDERDRAIN, 6" PERFORATED HIGH DENSITY POLYETHYLENE PIPE (IF & WHERE DIRECTED)	200	LF	\$ 50.00	\$ 10,000.00	\$ 70.00	\$ 14,000.00	\$ 85.00	\$ 17,000.00	\$ 50.00	\$ 10,000.00	\$ 45.00	\$ 9,000.00
22	CURB DRAIN CONNECTION, INCLUDING CLEANOUT (IF & WHERE DIRECTED)	5	UNIT	\$ 500.00	\$ 2,500.00	\$ 750.00	\$ 3,750.00	\$ 2,000.00	\$ 10,000.00	\$ 800.00	\$ 4,000.00	\$ 950.00	\$ 4,750.00
23	INLET, TYPE D	2	UNIT	\$ 3,000.00	\$ 6,000.00	\$ 4,000.00	\$ 8,000.00	\$ 6,000.00	\$ 12,000.00	\$ 3,000.00	\$ 6,000.00	\$ 6,500.00	\$ 13,000.00
24	RESET EXISTING CASTING (IF & WHERE DIRECTED)	20	UNIT	\$ 1.00	\$ 20.00	\$ 1.00	\$ 20.00	\$ 0.01	\$ 0.20	\$ 800.00	\$ 16,000.00	\$ 650.00	\$ 13,000.00
25	SET MANHOLE CASTING	11	UNIT	\$ 700.00	\$ 7,700.00	\$ 750.00	\$ 8,250.00	\$ 1,000.00	\$ 11,000.00	\$ 1,000.00	\$ 11,000.00	\$ 450.00	\$ 4,950.00
26	PARGING MANHOLE (FULL DEPTH OF WALLS) (IF & WHERE DIRECTED)	5	UNIT	\$ 200.00	\$ 1,000.00	\$ 750.00	\$ 3,750.00	\$ 1,000.00	\$ 5,000.00	\$ 1.00	\$ 5.00	\$ 800.00	\$ 4,000.00
27	RECONSTRUCTED INLET, TYPE A, USING EXISTING CASTING (IF & WHERE DIRECTED)	1	UNIT	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 1,600.00	\$ 1,600.00	\$ 2,000.00	\$ 2,000.00	\$ 1,200.00	\$ 1,200.00
28	RECONSTRUCTED INLET, TYPE B, USING EXISTING CASTING (IF & WHERE DIRECTED)	1	UNIT	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 1,800.00	\$ 1,800.00	\$ 2,000.00	\$ 2,000.00	\$ 1,200.00	\$ 1,200.00
29	RECONSTRUCTED INLET, TYPE D, USING EXISTING CASTING (IF & WHERE DIRECTED)	1	UNIT	\$ 1,200.00	\$ 1,200.00	\$ 500.00	\$ 500.00	\$ 2,200.00	\$ 2,200.00	\$ 2,000.00	\$ 2,000.00	\$ 1,800.00	\$ 1,800.00
30	RECONSTRUCTED INLET, TYPE A, USING NEW CASTING	2	UNIT	\$ 1,500.00	\$ 3,000.00	\$ 1,800.00	\$ 3,600.00	\$ 2,000.00	\$ 4,000.00	\$ 3,000.00	\$ 6,000.00	\$ 2,800.00	\$ 5,600.00
31	RECONSTRUCTED INLET, TYPE B, USING NEW CASTING	19	UNIT	\$ 2,000.00	\$ 38,000.00	\$ 3,000.00	\$ 57,000.00	\$ 2,200.00	\$ 41,800.00	\$ 3,000.00	\$ 57,000.00	\$ 2,800.00	\$ 53,200.00
32	RECONSTRUCTED INLET, TYPE D, USING NEW CASTING (IF & WHERE DIRECTED)	1	UNIT	\$ 1,800.00	\$ 1,800.00	\$ 2,000.00	\$ 2,000.00	\$ 2,600.00	\$ 2,600.00	\$ 3,000.00	\$ 3,000.00	\$ 2,800.00	\$ 2,800.00
33	RECONSTRUCTED MANHOLE, USING NEW CASTING	4	UNIT	\$ 1,000.00	\$ 4,000.00	\$ 1,000.00	\$ 4,000.00	\$ 1,600.00	\$ 6,400.00	\$ 2,000.00	\$ 8,000.00	\$ 1,200.00	\$ 4,800.00
34	MANHOLE COVER	19	UNIT	\$ 700.00	\$ 13,300.00	\$ 500.00	\$ 9,500.00	\$ 500.00	\$ 9,500.00	\$ 500.00	\$ 9,500.00	\$ 500.00	\$ 9,500.00
35	BICYCLE SAFE GRATE (IF & WHERE DIRECTED)	5	UNIT	\$ 500.00	\$ 2,500.00	\$ 300.00	\$ 1,500.00	\$ 350.00	\$ 1,750.00	\$ 1.00	\$ 5.00	\$ 500.00	\$ 2,500.00
36	CURB PIECE (IF & WHERE DIRECTED)	5	UNIT	\$ 500.00	\$ 2,500.00	\$ 300.00	\$ 1,500.00	\$ 350.00	\$ 1,750.00	\$ 1.00	\$ 5.00	\$ 500.00	\$ 2,500.00
37	CLEANING DRAINAGE STRUCTURE (IF & WHERE DIRECTED)	20	UNIT	\$ 1.00	\$ 20.00	\$ 500.00	\$ 10,000.00	\$ 450.00	\$ 9,000.00	\$ 600.00	\$ 12,000.00	\$ 500.00	\$ 10,000.00
38	CONCRETE SIDEWALK, 4" THICK	1000	SY	\$ 72.00	\$ 72,000.00	\$ 86.00	\$ 86,000.00	\$ 98.00	\$ 98,000.00	\$ 90.00	\$ 90,000.00	\$ 89.00	\$ 89,000.00
39	CONCRETE SIDEWALK, REINFORCED 6" THICK	128	SY	\$ 87.00	\$ 10,368.00	\$ 87.00	\$ 11,136.00	\$ 105.00	\$ 13,440.00	\$ 99.00	\$ 12,672.00	\$ 100.00	\$ 12,800.00
40	RESET PAVER/SLATE SIDEWALK/DRIVEWAY (IF & WHERE DIRECTED)	50	SY	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00	\$ 125.00	\$ 6,250.00	\$ 54.00	\$ 2,700.00	\$ 80.00	\$ 4,000.00
41	HOT MIX ASPHALT DRIVEWAY, 2" THICK	600	SY	\$ 28.00	\$ 21,600.00	\$ 39.00	\$ 23,400.00	\$ 25.00	\$ 15,000.00	\$ 45.00	\$ 27,000.00	\$ 60.00	\$ 36,000.00
42	DETECTABLE WARNING SURFACE	12	SY	\$ 200.00	\$ 2,400.00	\$ 200.00	\$ 2,400.00	\$ 300.00	\$ 3,600.00	\$ 300.00	\$ 3,600.00	\$ 300.00	\$ 3,600.00
43	9" X 18" CONCRETE VERTICLE CURB	842	LF	\$ 40.00	\$ 33,680.00	\$ 39.00	\$ 32,838.00	\$ 40.00	\$ 33,680.00	\$ 46.00	\$ 38,732.00	\$ 45.00	\$ 37,890.00
44	GRANITE CURB	44	LF	\$ 40.00	\$ 1,760.00	\$ 40.00	\$ 1,760.00	\$ 100.00	\$ 4,400.00	\$ 46.00	\$ 2,024.00	\$ 45.00	\$ 1,980.00
45	TRAFFIC MARKING LINES, 4"	4470	LF	\$ 1.00	\$ 4,470.00	\$ 0.90	\$ 4,023.00	\$ 1.10	\$ 4,917.00	\$ 2.00	\$ 8,940.00	\$ 2.00	\$ 8,940.00
46	TRAFFIC MARKING LINES, 6"	678	LF	\$ 3.00	\$ 2,034.00	\$ 1.30	\$ 881.40	\$ 1.70	\$ 1,152.60	\$ 5.00	\$ 3,390.00	\$ 3.00	\$ 2,034.00
47	TRAFFIC MARKING LINES, 24"	161	LF	\$ 10.00	\$ 1,610.00	\$ 5.50	\$ 885.50	\$ 6.00	\$ 966.00	\$ 10.00	\$ 1,610.00	\$ 7.00	\$ 1,127.00
48	TRAFFIC MARKING SYMBOLS, "ARROW RIGHT"	32	SF	\$ 10.00	\$ 320.00	\$ 15.00	\$ 480.00	\$ 15.00	\$ 480.00	\$ 20.00	\$ 640.00	\$ 11.00	\$ 352.00
49	TRAFFIC MARKINGS SYMBOLS, "ARROW LEFT"	32	SF	\$ 10.00	\$ 320.00	\$ 15.00	\$ 480.00	\$ 15.00	\$ 480.00	\$ 20.00	\$ 640.00	\$ 11.00	\$ 352.00
50	TRAFFIC MARKINGS SYMBOLS, "ONLY"	84	SF	\$ 10.00	\$ 840.00	\$ 13.00	\$ 1,092.00	\$ 12.00	\$ 1,008.00	\$ 20.00	\$ 1,680.00	\$ 11.00	\$ 924.00
51	REGULATORY AND WARNING SIGN	137	SF	\$ 10.00	\$ 1,370.00	\$ 65.00	\$ 8,905.00	\$ 50.00	\$ 6,850.00	\$ 200.00	\$ 27,400.00	\$ 100.00	\$ 13,700.00
52	RESET MANHOLE, SANITARY SEWER, USING EXISTING CASTING (IF & WHERE DIRECTED)	5	UNIT	\$ 1.00	\$ 5.00	\$ 100.00	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 800.00	\$ 4,000.00	\$ 650.00	\$ 3,250.00
53	RESET MANHOLE, SANITARY SEWER, USING NEW CASTING	6	UNIT	\$ 700.00	\$ 4,200.00	\$ 750.00	\$ 4,500.00	\$ 1,600.00	\$ 9,600.00	\$ 1,500.00	\$ 9,000.00	\$ 850.00	\$ 5,100.00
54	STUMP REMOVAL (IF & WHERE DIRECTED)	10	UNIT	\$ 500.00	\$ 5,000.00	\$ 450.00	\$ 4,500.00	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 400.00	\$ 4,000.00
55	TREE REMOVAL, OVER 6" TO 12" DIAMETER (IF & WHERE DIRECTED)	1	UNIT	\$ 1,000.00	\$ 1,000.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
56	TREE REMOVAL, OVER 12" TO 24" DIAMETER	6	UNIT	\$ 1,500.00	\$ 9,000.00	\$ 1,500.00	\$ 9,000.00	\$ 1,600.00	\$ 9,600.00	\$ 2,000.00	\$ 12,000.00	\$ 1,400.00	\$ 8,400.00
57	TREE REMOVAL, OVER 24" TO 36" DIAMETER (IF & WHERE DIRECTED)	1	UNIT	\$ 2,500.00	\$ 2,500.00	\$ 2,900.00	\$ 2,900.00	\$ 2,650.00	\$ 2,650.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00
58	TREE REMOVAL, OVER 36" DIAMETER (IF & WHERE DIRECTED)	1	UNIT	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,600.00	\$ 3,600.00	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00
59	SMALL DECIDUOUS TREE, 2 - 2 1/2" CAL., B&B	6	UNIT	\$ 800.00	\$ 4,800.00	\$ 800.00	\$ 4,800.00	\$ 1,000.00	\$ 6,000.00	\$ 600.00	\$ 3,600.00	\$ 600.00	\$ 3,600.00
60	TREE GRATE	6	UNIT	\$ 2,000.00	\$ 12,000.00	\$ 2,000.00	\$ 12,000.00	\$ 3,000.00	\$ 18,000.00	\$ 3,000.00	\$ 18,000.00	\$ 2,000.00	\$ 12,000.00
61	TOPSOIL STABILIZATION, TYPE 2 MAT (IF & WHERE DIRECTED)	50	SY	\$ 1.00	\$ 50.00	\$ 4.00	\$ 200.00	\$ 100.00	\$ 5,000.00	\$ 50.00	\$ 2,500.00	\$ 20.00	\$ 1,000.00
62	CONTRACT ALLOWANCE	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
TOTAL BASE BID AMOUNT					\$ 665,550.00		\$ 810,446.90		\$ 845,994.76		\$ 914,584.00		\$ 956,073.51

RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN APPROVED COOPERTIVE VENDORS FOR CONTRACTING UNITS PURSUANT TO N.J.S.A. 40A:11-5(2) FOR 2024

Whereas, pursuant to the provision made in the Local Public Contracts Law N.J.S.A. 40A:11-5(2) the Township as a Local Government Unit, may without public advertising for goods or services enter into contracts already secured by the United States of America, the State of New Jersey, County or Municipality; and

Whereas, the Township of West Orange has the need on a timely basis to purchase goods or services utilizing Cooperative Contracts; and

Whereas, the Township of West Orange intends to enter into contracts with the attached Referenced Cooperative Contract Vendors through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current Cooperative contracts;

Now, Therefore, Be It Resolved, that the Township of West Orange Council authorizes the Purchasing Agent to purchase certain goods or services from those approved Cooperative Contract Vendors on the attached list, pursuant to all conditions of the individual Cooperative contracts; and

Be It Further Resolved, that the governing body of the Township of West Orange pursuant to N.J.A.C. 5:30-5.5(b), the certification of available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Finance Officer; and

Be It Further Resolved, that the duration of the contracts between the Township of West Orange and the Referenced State Contract Vendors shall be through December 31, 2024.

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

Bill Rutherford,
Council President

Adopted: September 24, 2024

I hereby certify funds are available from Various Accounts

John Ditinyak, Chief Financial Officer

COOP Morris County Cooperative Pricing Council**281-24****Contract Portfolio Description****Blanket/Contract # Vendor Name**

Fire Equipment Services		13-AFast and Security Tecnologies
Janitorial Supplies		25Cental Poly-Bag Corporation
Janitorial Supplies		25Spruce Industries
Fire Alarms, Sprinklers, Stanpipe systems & Fire Pumps		52Fast and Security Tecnologies
Fire Alarms, Sprinklers, Stanpipe systems & Fire Pumps		52City Fire
Motor Gasoline		1Griffith Allied Trucking
Motor Gasoline		1Riggins, Inc
Paving Materials		5Tilcon New York, Inc
Curshed Stone & Sand		9Tilcon New York, Inc
Ultra Low Sulfur Diesel Fuel		12Creative Management
Ultra Low Sulfur Diesel Fuel		12Riggins, Inc
Catch Basins & Manhole castings		14Campbell Foundry Co
Catch Basins & Manhole castings		14General Foundries
Bagged Cement & poured concrete		24County Concrete Corp
Beam Guide Rail & Safety Ends		26Road Safety Systems
Traffic Sign Materials		28National Highway Products
Clay and Infield Mix for athletic Fields		33Whibco of NJ
Preventive maint repair of emergency generstors		46Genserve, Inc

Bergen County Cooperative**Contract Portfolio Description****Blanket/Contract # Vendor Name**

HVAC Time & Materials	BC-Bid-22-01.1	Carrier Corportation
Fencing	11BCCP	Fox Fence

Hunterdon County Education Services Commission**Contract Portfolio Description****Blanket/Contract # Vendor Name**

Interactive Technology for Classrooms & Meeting Rooms	Cat-23-07	B&H Foto & Electronics Corp
Technology Supplies & Equipment	Cat-22-01	B&H Foto & Electronics Corp
Photography Supplies & Equipment	Cat-22-16	B&H Foto & Electronics Corp
Commercial Floor Covering & Related Services		215Hannon Floor Covering Corp.
Appliance Repair		217Jay Hill Repairs
Electric Vehicle Charging Stations	Ser-23-05	Troller Electric LLC
Electrical Services	Ser-21B	Troller Electric LLC

Educational Services Commission of NJ**Contract Portfolio Description****Blanket/Contract # Vendor Name**

Carpet & flooring	65MCECCPS	Hannon Floors
Copy Paper	65MCECCPS	WB Mason
Fencing	65MCECCPS	Fox Fence
Fire extinguisher/Fire alarms	65MCECCPS	Absolute Protective Systems
Fire extinguisher/Fire alarms	65MCECCPS	Fire & Security Technologies

Electric Cehicle Charging Stations	65MCESCCPS	Troller Electric
Electric Cehicle Charging Stations	65MCESCCPS	Timothy P Bryan Electric CO
Electrician	65MCESCCPS	Troller Electric
Office Supplies	65MCESCCPS	WB Mason
Paper	65MCESCCPS	WB Mason
Medical Supplies	65MCESCCPS	VE Ralph & Son
Technology	65MCESCCPS	CDWG
Vehicles (repairs)	65MCESCCPS	Air Brake Equipment
Vehicles (repairs)	65MCESCCPS	Elizabeth Truck Center
Vehicles (repairs)	65MCESCCPS	Hudson County Motors
Vehicles (repairs)	65MCESCCPS	Neilson of Morristown
Kitchen Maint. Repairs	65MCESCCPS	Jay Hill Repairs

**RESOLUTION OF THE TOWNSHIP OF WEST ORANGE
AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT
AND AMENDMENT TO REDEVELOPMENT AGREEMENT WITH
MDGA– WEST ORANGE DOWNTOWN REDEVELOPMENT, LLC.**

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, on December 5, 2023, the Township adopted Resolution Number 405-23, designating Redeveloper as redeveloper for the Project Site and authorizing the execution of the redevelopment agreement (the “Redevelopment Agreement”), pursuant to which Redeveloper made certain payments to the Township and conducted further due diligence of the Township Properties, within the limited time frames specified in the Redevelopment Agreement; and

WHEREAS, Redeveloper has advanced its due diligence and preliminary work with respect to the Project to the point that the Parties are prepared to enter into a purchase agreement for the Township Properties, which the Parties have been negotiating, pursuant to the material terms set forth in the Redevelopment Agreement; and

WHEREAS, in connection therewith, the initial term of the Redevelopment Agreement must be extended and certain other amendments to the Redevelopment Agreement are appropriate in connection with the purchase agreement for the conveyance of the Township Properties; and

WHEREAS, the Township now wishes to approve and execute the First Amendment to Redevelopment Agreement, in the form attached hereto as Exhibit A (the “Amendment”), setting forth the specific terms upon which Redeveloper will purchase the Township Properties, conduct further due diligence of the Township Properties within the time frames specified in the Amendment, extend Redeveloper’s status as the designated redeveloper for the Project Site and

make certain related amendments to 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, hereby continues to be designated as the exclusive redeveloper of the Project Site, for and upon the term set forth in the Redevelopment Agreement, as amended by the Amendment in the form attached hereto as Exhibit A.

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

Section 3. This resolution shall take effect immediately.

Karen J. Carnevale, RMC, Municipal Clerk

Bill Rutherford, Council President

Adopted: September 24, 2024

9/20/24

Deleted: ¶

FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT AND PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT AND PURCHASE AND SALE AGREEMENT (“**First Amendment and Purchase Agreement**”) is made this ____ day of September, 2024 (the “**Effective Date**”), by and between THE TOWNSHIP OF WEST ORANGE, NEW JERSEY, a public body corporate and politic of the State of New Jersey with offices at 66 Main Street, West Orange, New Jersey 07052 (“**Seller**” or the “**Township**”), and MDGA – WEST ORANGE DOWNTOWN REDEVELOPMENT, LLC, a New Jersey limited liability company with offices at 3 Centre Drive, Monroe, New Jersey 08831 (“**Purchaser**” or “**Redeveloper**”). Purchaser and Seller are herein individually referred to as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, Seller is the owner of certain real property designated as Lots 15, 16 and 51 in Block 115 on the tax maps of the Township of West Orange, New Jersey, which properties are located north of Lakeside Avenue, west of Watchung Avenue and south Columbia Street (the “**Property**”);

WHEREAS, the Property is part of an area designated by Seller as an “area in need of redevelopment” pursuant to the provisions of the *Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.*, as amended and supplemented (the “**LRHL**”), and Seller is entering into this First Amendment and Purchase Agreement to convey the Property to Purchaser as the designated “redeveloper” of the Property, pursuant to the provisions of the LRHL;

WHEREAS, the Property is subject to the Film Services Overlay District (“**FSOD**”) as set forth in that certain Fourth Amendment to the Downtown Redevelopment Plan adopted on September 14, 2021 (the “**Redevelopment Plan**”);

WHEREAS, Purchaser desires to construct a film and video production campus containing between 150,000 and 350,000 square feet (the “**Project**”) on the Property, which is adjacent to the site of the world’s first film production studio;

WHEREAS, in furtherance of the Project the Parties have entered into that certain Redevelopment Agreement dated December 5, 2023, pursuant to which Purchaser agrees to construct the Project on the Property (the “**Original Redevelopment Agreement**”) (the Original Redevelopment Agreement and the First Amendment and Purchase Agreement collectively referred to herein as the “**Agreements**”);

WHEREAS, the Original Redevelopment Agreement requires Seller to sell the Property to Purchaser in connection with the development of the Project; and

WHEREAS, the Parties seek to set forth their agreement regarding the purchase and sale of the Property in a comprehensive document setting forth their mutual understanding, as well as to amend the Original Redevelopment Agreement to, among other things, extend the term thereof.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises, covenants and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. THE PROPERTY.

1.1 Seller agrees to sell to Purchaser and Purchaser agrees to buy from Seller, the Property, together with all of the following, if any (all of which shall be deemed to be included in the

defined term "Property"): all easements, rights of way or use, licenses, permits and rights to same belonging to or appurtenant to the Property; any strips or gores of land adjoining the Property; all mineral, oil, and gas rights and profits, water rights and sub-terrain rights; all sewer and utility rights allocated to the Property and the improvements thereon; all right, title, and interest of Seller as owner of the Property in and to any roads, streets and ways, public or private, serving the Property; and appurtenances to the Property; all right, title and interest of Seller as owner of the Property in and to any land lying in the bed of any street, road, avenue, lane or right-of-way in front of, adjoining or adjacent to the Property whether currently existing or to be obtained by Seller hereunder; other than any of the right, title or interest set forth herein that Seller, as a municipal corporation of the State, may have, or otherwise may be required to hold, preserve, possess, occupy or maintain, as a matter of law.

1.2 Lot 51, Block 115 ("**Lot 51**") is currently occupied by the owner of adjacent Lot 16.01, Block 115 on a month to month lease for its towing operation. Notwithstanding anything to the contrary, Purchaser shall have the right to elect not to take title to Lot 51, in which event the Purchase Price shall be reduced by Fifty Three Thousand Two Hundred Eighty (\$53,280) Dollars, which is the amount equal to the size of Lot 51 (.06 acre) multiplied by Eight Hundred Eighty Eight Thousand (\$888,000) Dollars per acre.

2. PURCHASE PRICE AND PAYMENT. Purchaser agrees to pay, and Seller agrees to accept, as and for the total purchase price for the Property the sum of Ten Million Eight Hundred Thirty Three Thousand Six Hundred (\$10,833,600) Dollars (the "**Purchase Price**"). At Closing, Purchaser shall pay the Purchase Price to Seller, less any sum to be credited to the Purchase Price in accordance with the terms of this Agreement. The Parties acknowledge that Purchaser has paid to Seller the Initial Payment in the amount of Two Hundred Thousand (\$200,000) Dollars and the Extension Payment in the amount of Two Hundred Thousand (\$200,000) Dollars, pursuant to Section 3.2(a) and (b) of the Original Redevelopment Agreement. The Initial Payment and Extension Payment are non-refundable, except as specifically provided otherwise in Section 3.3 of the Original Redevelopment Agreement, and shall not be credited to the Purchase Price at Closing.

3. ADJUSTMENTS AND PRORATIONS. All ad valorem taxes, special assessments, payments in lieu of taxes and other state, county or municipal taxes, charges and assessments affecting the Property will be prorated as of 12:01 a.m. on the Closing Date (as defined in Section 16). In the event final bills for such taxes are not available at Closing, such taxes will be prorated on the basis of the taxes for most recent year for which final bills are available.

4. TITLE. Within ten (10) days following the Effective Date, Purchaser shall obtain and provide to Seller a copy of a title commitment (the "**Title Commitment**") issued by a title company of its choosing, licensed to do business in New Jersey (the "**Title Company**"), together with a statement specifying any defects in title to which Purchaser objects (said defects being "**Title Objection(s)**") and said statement being "**Purchaser's Statement**"). Seller shall notify Purchaser within ten (10) days after receipt of Purchaser's Statement whether Seller is unable to remedy any of the Title Objections. In the event Seller notifies Purchaser within ten (10) days of receipt of Purchaser's Statement that it cannot remove any one or more of the Title Objections, Purchaser shall have the right to either (a) waive the defect(s) and close title without abatement or reduction of the Purchase Price, or (b) terminate this Agreement and obtain a refund of the entire Deposit, and upon such refund, except as expressly provided herein, neither Party shall have any further obligation hereunder. If Seller does not advise Purchaser of its inability to remove any Title Objection within ten (10) days of its receipt of Purchaser's Statement, time being of the essence, Seller shall removal Title Objections prior to, and as a condition of, Closing. All encumbrances contained in the Title Commitment which are not contained in Purchaser's Statement, or which are contained in Purchaser's Statement but Seller has declared it is unable to remedy and to which Purchaser has waived its objection as provided herein, are collectively the "**Permitted Encumbrances**". All encumbrances created in connection with the Development Approvals (as defined in Section 11) are also Permitted Encumbrances.

5. AMENDMENT TO ARTICLE III OF THE ORIGINAL REDEVELOPMENT AGREEMENT WITH RESPECT TO PURCHASER'S DUE DILIGENCE. Section 3.2 of the Original Redevelopment Agreement is hereby amended as follows:

5.1 Due Diligence Period. Purchaser shall have twelve (12) months from the Effective Date of this First Amendment and Purchase Agreement as the "**Due Diligence Period**". The Due Diligence Period hereunder can be extended by mutual agreement for an additional period of six (6) months. During the Due Diligence Period, Purchaser may make inquiries to determine the feasibility of its intention to purchase the Property and construct the Project. During the Due Diligence Period, Purchaser and its agents, at Purchaser's own risk, shall have the right to enter the Property for the purposes of conducting tests, field investigations, environmental audits, marketing studies, feasibility studies and the like (collectively the "**Diligence Activities**") in accordance with the provisions hereof. Purchaser may, in its sole discretion, terminate this Agreement prior to the expiration of the Due Diligence Period by written notice to Seller for any reason or for no reason, and, except as otherwise set forth in the Agreements, thereafter neither Party shall have any further obligations under the Agreements, except for such obligations that specifically survive the termination of the Agreements. For avoidance of doubt, in the event of such termination the Original Redevelopment Agreement shall be terminated simultaneously with the termination of this First Amendment and Purchase Agreement.

5.2 Diligence Activities. During the Diligence Period, Purchaser and/or its agents, contractors, engineers, attorneys, employees and representatives shall have the right to enter the Property to conduct Diligence Activities pursuant to the terms of that certain Pre-Closing Access Agreement between the Parties dated December 5, 2023 (the "**Access Agreement**"). All such studies and investigations shall be conducted at Purchaser's sole expense, without risk, cost or liability to Seller. All Diligence Activities shall be conducted in accordance with all applicable laws. During the Due Diligence Period Purchaser shall continue to provide progress reports as required by the Original Redevelopment Agreement, demonstrating that Redeveloper is undertaken the activities hereunder with all diligence and in good faith, as required under the Original Redevelopment Agreement.

5.3 Continued Access. Provided Purchaser does not exercise its right to terminate this First Amendment and Purchase Agreement pursuant to Section 5.1 or as otherwise permitted pursuant to the Agreements, Purchaser and its agents and contractors shall continue to have the right to enter the Property pursuant to the terms of the Access Agreement up to the date of Closing.

6. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to Purchaser as follows:

6.1 Seller has the power and authority to enter into this First Amendment and Purchase Agreement and to perform its obligations hereunder. This First Amendment and Purchase Agreement and all other documents, agreements and instruments executed and/or to be executed by Seller in connection herewith have been duly authorized by all necessary action of Seller and same shall be duly executed and delivered by Seller at Closing

6.2 This First Amendment and Purchase Agreement has been duly executed and delivered by Seller and constitutes a valid, binding and enforceable obligation of Seller in accordance with its terms. The person(s) executing this First Amendment and Purchase Agreement have been duly authorized and empowered to so execute this Agreement and all documents necessary and appropriate to consummate the transaction contemplated thereunder.

6.3 The execution and delivery of this First Amendment and Purchase Agreement and performance of the obligations set forth in this First Amendment and Purchase Agreement: (i) shall not be

a breach or violation of any agreement to which Seller is a party and Seller shall have obtained the necessary approvals for the execution and performance of same, and (ii) do not conflict with any agreement, indenture or other instrument, order, judgment, injunction, award or decree of any governmental body, administrative agency, court, law, rule or regulation affecting Seller or by which Seller or any of Seller's assets or properties is or are bound.

6.4 No brokerage or other compensation is or will be due or payable to any person, firm, corporation or other entity on account of the sale contemplated by this First Amendment and Purchase Agreement.

7. PURCHASER'S REPRESENTATIONS. Purchaser represents and warrants to Seller as follows:

7.1 Purchaser is, and on the Closing Date shall be, duly formed, validly existing and in good standing under the laws of the State of New Jersey and authorized to conduct business in the State of New Jersey. Purchaser has the power and authority to enter into this First Amendment and Purchase Agreement and to perform its obligations hereunder. This First Amendment and Purchase Agreement and the transaction contemplated hereunder have been, and will be on the Closing Date, duly authorized and approved by all necessary action by Purchaser in accordance with its organizational documents and governing law. This First Amendment and Purchase Agreement and all other documents, agreements and instruments executed and/or to be executed by Purchaser in connection herewith have been duly authorized by all necessary action of the Purchaser and same shall be duly executed and delivered by Purchaser at Closing.

7.2 This First Amendment and Purchase Agreement has been duly executed and delivered by Purchaser and constitutes a valid, binding and enforceable obligation of Purchaser in accordance with its terms, subject to bankruptcy and other debtor relief laws. The person(s) executing this First Amendment and Purchase Agreement have been duly authorized and empowered to so execute this First Amendment and Purchase Agreement and all documents necessary and appropriate to consummate the transaction contemplated thereunder.

7.3 The execution and delivery of this First Amendment and Purchase Agreement and performance of the obligations set forth herein: (i) shall not be a breach or violation of any agreement to which Purchaser is a party, and Purchaser has obtained the necessary approvals for the execution and performance of same; and (ii) do not conflict with any agreement, indenture or other instrument, order, judgment, injunction, award or decree of any governmental body, administrative agency, court, law, rule or regulation affecting Purchaser or by which Purchaser or any of its assets or properties is or are bound.

7.4 No bankruptcy, insolvency, rearrangement or similar action or proceedings, whether voluntary or involuntary, is or are pending or threatened against the Purchaser, or to the best of Purchaser's knowledge, against any partner, member, affiliate or other related entity, and the Purchaser has no intention of filing or commencing any such action or proceeding.

7.5 No brokerage or other compensation is or will be due or payable to any person, firm, corporation or other entity on account of the sale contemplated by this First Amendment and Purchase Agreement.

8. AMENDMENT TO ARTICLE V: PROPERTY ACQUISITION. Section 5.1 of the Original Redevelopment Agreement is hereby deleted and replaced with the following:

As of the Effective Date, Purchaser has not confirmed if the acquisition of the Twin Towing property designated as Block 115, Lot 16.01, located at 1 Lakeside Avenue ("**1 Lakeside**") is necessary or desirable for inclusion in the Project. In the event Purchaser determine that 1 Lakeside should be included in the Project, Purchaser shall use commercially reasonable efforts to acquire title to 1 Lakeside in an arm's length transaction between Purchaser and the owner(s) of 1 Lakeside, based upon terms determined by Purchaser to be reasonable and feasible for the Project. If Purchaser determines 1 Lakeside is necessary and desirable for inclusion in the Project and is unable to acquire 1 Lakeside, Purchaser shall advise the Township, including the details of its efforts to acquire 1 Lakeside and specific offers made for such purchase. Seller shall review and the Parties will mutually assess whether it is economically feasible and remains necessary or desirable for Purchaser to seek to acquire 1 Lakeside, either through negotiation and voluntary contract with the owners or by the Township's exercise of the power of eminent domain. In such event, the Parties will enter into a second amendment to the Agreements outlining their respective rights and obligations with respect to such acquisition, which shall specifically include that the costs for such acquisition will be borne solely by Purchaser. Accordingly, any offers for the purchase of 1 Lakeside or for the provision of relocation or other assistance offered to be by Seller shall be subject to approval by Purchaser. In the event that the Parties mutually determine that the acquisition of 1 Lakeside is necessary or desirable apart from direct inclusion in the Project but for the accomplishment of the goals and objectives of the Redevelopment Plan, the Township may determine to acquire 1 Lakeside and Purchaser agrees to reasonably consider providing financial assistance to such acquisition to the extent that such acquisition and redevelopment of 1 Lakeside, in the sole opinion of Purchaser, would be beneficial to the Project and Purchaser's investment.

9. FINANCIAL AGREEMENT. Section 13.1 of the Original Redevelopment Agreement is hereby deleted and replaced with the following:

Notwithstanding anything to the contrary, Purchaser's obligation to purchase the Property is expressly conditioned upon Purchaser executing a financial agreement with Seller pursuant to the Long Term Tax Exemption Law (N.J.S.A. 40A:20-1 et. seq.) and, if such need is demonstrated, the Redevelopment Area Bond Financing Law (N.J.S.A. 40A:12-1 et. seq.) providing for a Payment in Lieu of Tax ("**PILOT**") arrangement. (the "**Financial Agreement**"). The Township shall reasonably approve Redeveloper's application for a Financial Agreement within ninety (90) days of submission. In the event the Township unreasonably rejects and fails to approve Redeveloper's application for a Financial Agreement within ninety (90) days of submission, Redeveloper shall have the right to terminate the Agreements, in which event the Township shall refund the Extension Payment and neither Party shall have any further rights or obligations under the Agreements. The determination of the reasonableness of the Township's rejection of the Financial Agreement shall be assessed by: (a) with respect to the need for financial assistance- review of applicable current typical market criteria and conditions for what is deemed by the New Jersey Economic Development Authority (NJEDA)) for purposes of evaluating applications for Aspire Tax Credits as an acceptable rate of return on similar projects receiving financial assistance through a PILOT and (b) with respect to the Township's projected revenue- (i) whether Purchaser has demonstrated that the proposed Financial Agreement would generate surplus funds for the Township above the anticipated costs of municipal services to be estimated by a fiscal impact study submitted by Redeveloper to the Township and reviewed and approved by the Township's financial consultant, and (ii) the Township would receive greater revenue under the Financial Agreement that would exceed, by a minimum of 100%, the ad-valorem taxes based upon the Township's rate applied to the current assessment of Land and Improvements, as of the date of this Agreement.

10. FILM CREDIT. Notwithstanding anything to the contrary, Purchaser's obligation to purchase the Property is expressly conditioned on Purchaser being designated a Studio Partner or Film-

Lease Partner Facility pursuant to the New Jersey Film and Digital Media Tax Credit Program, and obtaining a tax credit in connection therewith (the “**Film Credit**”).

11. **ASPIRE CREDIT.** Notwithstanding anything to the contrary, Purchaser’s obligation to purchase the Property is expressly conditioned on Purchaser also obtaining incentives from the New Jersey Economic Development Authority through the Aspire Tax Credit Program under the New Jersey Economic Recovery Act of 2020 (NJAC 19:31-23 et.seq.), as may be necessary and sufficient to bridge the gap between Project costs and available financing (the “**Aspire Credit**”).

12. **DEVELOPMENT APPROVALS.** Article 4 of the Original Redevelopment Agreement is hereby amended to add the following provisions:

12.1 Notwithstanding anything to the contrary, Purchaser’s obligation to purchase the Property is expressly conditioned on Purchaser obtaining all final and unappealable permits, approvals, licenses and consents necessary for construction and operation of the Project, including, but not limited to, (i) a redevelopment plan under the LRHL reasonably acceptable to Purchaser, (ii) preliminary and final site plan approval with conditions reasonably acceptable to Purchaser, (iii) County planning board approval, if necessary, with conditions reasonably acceptable to Purchaser, (iv) soil conservation and control district approval with conditions reasonably acceptable to Purchaser, (v) New Jersey Department of Environmental Protection permits and approvals, including wetlands and flood hazard permits, if necessary; (vi) all permits and approvals necessary for water and sewer service, and all other utilities necessary for the Project, (vii) “will serve letters” from all applicable utilities; and (viii) all other permits, approvals and consents necessary for issuance of a building permit for the Project upon submission of conforming architectural plans and the posting of bonds, if any (collective the “**Development Approvals**”).

12.2 It shall be reasonable for Purchaser to object to any of the following regarding the Development Approvals, which will result in the Development Approvals contingency not being met. The Development Approvals:

(a) have material deviations from the narrative attached to the Original Redevelopment Agreement as Exhibit A;

(b) would require, or would result in, the expenditure of more than ~~Three~~ Hundred Thousand (\$300,000) Dollars ~~by the Purchaser~~ on off-site improvements and related fees, in the aggregate, including, but not limited to, extending existing sewer or water lines and sewer connection fees. Such amount can be increased to \$1,000,000, if such funds are obtained from state or local grant programs;

(c) contain conditions, the compliance with which is outside of Purchaser’s control;

(d) require the imposition of any covenants, easements or agreements regarding the Property which (i) contain any forfeiture or revision clause or (ii) would impair the development, use, leasing, marketing, financing or enjoyment of the Property or the Project, or any element thereof which would diminish the value of the Property or Project;

(e) require the dedication or acquisition of any lands, rights of way, easements or other property rights;

(f) contain any unreasonable restriction on Purchaser’s ability to construct, use, lease, market or finance the Property; or

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(g) contain any illegal condition or requirement that, in the reasonable judgment of Purchaser, could be voided in a legal proceeding either before or after expiration of the appeal period.

12.3 Applications and requests for all Development Approvals shall be filed in the name of Purchaser when possible, but may be filed in the name of Seller when necessary. Seller shall cooperate with Purchaser in the filing of said applications and shall promptly provide any information and execute any and all documents reasonably required of it as part of Purchaser's attempt to obtain the Development Approvals.

13. **ENVIRONMENTAL CLEANUP.** The Parties will work cooperatively toward obtaining a Response Action Outcome for the entire Property which will allow for the construction and operation of the Project without material additional cost and in a manner reasonably acceptable to Purchaser (the "RAO"). In connection therewith:

13.1 The costs for the investigation, testing, analysis and environmental cleanup necessary to obtain the RAO, including the Township's environmental legal counsel and other Township professional fees (collectively the "**Remediation**") remain undetermined at this time based upon the level of investigation that has occurred. Purchaser shall be responsible to obtain a Phase 2 environmental assessment for Block 115, Lot 16 (the DPW Site), as part of its Due Diligence. Seller intends to seek various grants and other funds to assist in the Remediation. While Seller is seeking the funding necessary to complete the Remediation, Purchaser agrees to advance up to Seven Hundred and Fifty Thousand (\$750,000) Dollars to be used for the Remediation ("**Purchaser's Remediation Loan**"), each advance to be funded upon Purchaser's approval of the Remediation activities subject to each advance and the costs incurred in connection with same. In the event Seller is successful in securing the financial assistance, such funds shall be used in advance or in lieu of Purchaser's Remediation Loan. Further, Seller may utilize the funds posted in the Remedial Funding Source escrow posted with the NJDEP in the amount of \$485,400 in connection with the Remediation of Block 115, Lot 15 (the Barton Press site). While the Remediation will be undertaken by the Seller's Licensed Site Remediation Professional(s) ("**LSRP**"), both Parties shall review and approve the Remediation activities and costs incurred in connection with same. If Purchaser's Remediation Loan has been expended and additional Remediation funding is necessary, Purchaser shall advance up to an additional Seven Hundred and Fifty Thousand (\$750,000) Dollars to be used for the Remediation (the "**Additional Remediation Funding**"), with the Remediation costs continuing to be subject to review and approval of both Parties. In the event Purchaser provides any Additional Remediation Funding, the term "Purchaser's Remediation Loan" shall include such additional funds, up to a total of One Million and Five Hundred Thousand (\$1,500,000) Dollars. If Seller is unable to obtain all of the funding necessary to complete the Remediation through the above sources the Parties shall share the costs equally (50/50), with Purchaser being responsible to contribute, without setoff or Purchase Price credit, up to One Million Dollars (\$1,000,000) to complete the remainder of the Remediation (the "Supplemental Remediation Funding"). In the event that there is still Remediation necessary after the Parties have expended the Supplemental Remediation Funding, the Parties shall confer and seek in good-faith to reach a mutually-acceptable arrangement for the funding of completion of the Remediation, it being understood in no event shall Purchaser be obligated to pay for any additional portion of the Remediation, absent further agreement between the Parties, its sole obligation in that regard being making the Purchaser's Remediation Loan and paying the Supplement Remediation Funding. In the event Closing occurs, Purchaser shall receive a credit against the Purchase Price equal to the amount of Purchaser's Remediation Loan, without interest. In the event this Agreement is terminated prior to Closing, Seller shall refund Purchaser's Remediation Loan, without interest, within thirty (30) days of such termination.

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13.2 During the Due Diligence Period, and prior to Closing, Seller shall continue efforts to complete all portions of the Remediation necessary in order to obtain a letter from Seller's LSRP(s) indicating the Remediation is complete except for installation of a cap, which will consist of construction

of the Project, and recording of a deed notice, which will occur once the cap is installed, and following completion of the cap and filing of the Deed Notice the LSRP(s) will issue the RAO (the “**LSRP Remediation Letter**”). In the event that all Purchaser Conditions Precedent are met other than the LSRP Remediation Letter, the LSRP shall set forth in detail all additional remaining Remediation to be completed and the Parties shall confer in good-faith to determine if terms can be reached to proceed to Closing upon reaching mutually-acceptable terms regarding the financing of such remaining costs. Such terms may include Purchaser taking over the Remediation from Seller and deducting all or a portion of the costs incurred in connection therewith from the Purchase Price. In the event that the Parties cannot reach an agreement for proceeding with the Remediation as set forth in this Section 13.1, Purchaser may terminate this Agreement upon written notice to Seller at any time prior to the date upon which the LSRP Remediation Letter is issued, in which event Seller shall refund to Purchaser, within thirty (30) days of said termination, Purchaser’s Remediation Loan, without interest. Notwithstanding the foregoing, it is understood in no event shall Purchaser be obligated to pay for any portion of the Remediation, absent for the agreement between the Parties, its sole obligation in that regard being making Purchaser’s Remediation Loan

13.3 Demolition of the Barton Press and DPW buildings shall be part of the Remediation and it is anticipated that Seller shall be responsible for performing said demolition and commencing performance of all Remediation of the areas formally occupied by said buildings in order to obtain the RAO.

14. COOPERATION AND COORDINATION WITH SURROUNDING DOWNTOWN REDEVELOPMENT EFFORTS. Purchaser recognizes that the Project is part of a larger Redevelopment Area where other projects are intended to be developed, pursuant to the Redevelopment Plan. Purchaser has engaged in discussions with the Township concerning concepts for coordination and integration of the Project with such other redevelopment initiatives and projects and agrees to continue such discussions as the details of the Project Concept Plans are further developed. In accordance therewith, Section 4.3(a) of the Original Redevelopment Agreement is deleted and replaced with the following:

“(a) Township Approval of Concept Plan. Prior to 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. The concept plan will also be submitted by the Seller to the Downtown Alliance solely for advisory and non-binding input. Approval of Redeveloper’s concept plan shall be a completeness item before the Planning Board as part of the Redeveloper’s application for Site Plan approval. The Township has requested that Purchaser review, consider and discuss in good faith the following items in furtherance of potential coordination of the Project with other, yet to be determined, potential surrounding redevelopment projects:

(i) Whether the design of the planned parking lot at the end of Babcock Place could be expanded, at the Township’s cost, to allow for municipal parking;

(ii) The improvement of rights of way around the Property to alleviate traffic and provide better circulation in the area.

Each of the foregoing items shall be considered to the extent same can be feasibly provided consistent with the overall Project concept plan and so as to not interfere with or diminish the design or operations of the planned studio, as well as consideration of the economic feasibility of such items.

The concept plan shall include pedestrian access to facilitate people working within the Project Site to access the downtown to patronize local businesses, which access is currently contemplated to be on Lakeside Avenue and a location on the other side of the Project Site on either, but not both of, Babcock Place or the section of Columbia Street nearest to Babcock Place, but may be located at additional and/or

Deleted: <#>Plans to integrate the connectivity of the movie studio use with the Redevelopment Area; and¶
(iii)

another location(s) mutually acceptable to the Parties.

15. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATION TO CLOSE. Notwithstanding anything to the contrary, Purchaser's obligation to consummate its acquisition and to make payment of the Purchase Price shall be subject to the satisfaction on or before the Closing, each of the following conditions precedent (collectively the "**Purchaser Conditions Precedent**");

15.1 Seller delivering clear and marketable title to the Property in accordance with the provisions hereof, free and clear of all debris and liens and other encumbrances, other than the Permitted Encumbrances;

15.2 Seller's warranties and representations herein shall be true and correct in all material respects as of the date of Closing as if made on and as of that date;

15.3 There shall be no administrative agency, litigation or governmental proceeding of any kind whatsoever, pending or threatened against Seller that would materially and adversely affect the Property prior to or after Closing;

15.4 Seller shall not be in default of any term of this Agreement;

15.5 Full execution of the Financial Agreement;

15.6 Purchaser's receipt of the Film Credit;

15.7 Purchaser's receipt of the Aspire Credit;

15.8 Purchaser's receipt of the Development Approvals;

15.9 Issuance of the LSRP Remediation Letter, or as otherwise agreed pursuant to Section 13 of this Agreement; and

15.10 There exists no moratorium or similar impediment to commencement of construction of the Project immediately following Closing.

16. CLOSING OF TITLE. Closing of title for the Property (the "**Closing**") shall take place via mail using the Title Company as the closing agent on or before the sixtieth (60th) day following the last of the following to occur (i) Purchaser's receipt of the Film Credit, (ii) Purchaser's receipt of the Aspire Credit, (iii) Purchaser's receipt of the Development Approvals, and (iv) Purchaser's receipt of the LSRP Remediation Letter. The actual date of the Closing is the "**Closing Date**". In the event the Closing Date does not occur on or before the date that is twenty four (24) months from the Effective Date for reasons other than a default of the terms of the Agreements by the terminating Party, either Party may terminate the Agreements, in which event the Township shall keep the Additional Deposit and neither Party shall have any further rights or obligations under the Agreements. For the avoidance of doubt it is agreed a Party shall not have the right to terminate the Agreements pursuant to this Section 16 if said Party is then in default of any of the terms of the Agreements.

17. SELLER DELIVERIES. At Closing, Seller shall execute and deliver to Purchaser the following documents (the "**Seller's Conveyance Documents**");

17.1 A Bargain and Sale Deed with Covenant Against Grantor's Acts for the Property in proper statutory form for recording, including all ancillary forms needed for recording, including an Affidavit of Consideration and Seller's Residency Certificate, subject only to Permitted Encumbrances;

17.2 An Affidavit of Title in the usual and customary form acceptable to the Title

Company;

17.3 An executed counterpart of a mutually acceptable closing statement, in a form prepared by the Title Company and approved by the Parties, setting forth all payments, credits, prorations and adjustments as provided herein;

17.4 Documentation reasonably satisfactory to Purchaser and the Title Company to establish the due authorization of Seller's consummation of the transaction contemplated by this Agreement; and

17.5 Such other documents, instruments, and agreements necessary or appropriate in the reasonable opinion of the Parties to transfer or convey the Property to Purchaser in accordance with the terms of this First Amendment and Purchase Agreement.

18. PURCHASER'S DELIVERIES. At Closing, Purchaser shall deliver to Seller the following:

18.1 The Purchase Price, subject to the adjustments contemplated by this First Amendment and Purchase Agreement; and

18.2 Documentation reasonably satisfactory to Seller to establish the due authorization of Purchaser's consummation of the transaction contemplated by this First Amendment and Purchase Agreement.

19. CLOSING COSTS / PRORATIONS.

19.1 Purchaser shall pay all Title insurance premiums and the cost of recording the deed.

19.2 Real estate taxes, if any, special assessments, utilities, operating expenses, including but not limited to water and sewer charges, if applicable, rent and all other customary items shall be prorated between the Parties as of the Closing, with charges, rents and other prorations for the day of Closing attributable to Purchaser. In the event that final, current real estate tax bills are unavailable at Closing, such taxes shall be prorated on the basis of the taxes for the most recent year for which tax bills are available.

19.3 The obligation of this Article 16 with regard to any adjustments or payments shall survive Closing for a period of up to sixty (60) calendar days so that the Parties may undertake a post-closing "true-up" to the extent that same is necessary for such items that may have been estimated at closing.

20. ASSESSMENTS. If as of the Closing Date the Property, or any part thereof, shall be or shall have been affected by a special governmental assessment or assessments which are or may become payable in annual installments for: (i) improvements that have been completed prior to Closing; or (ii) for which the first installment is then due or has been paid, then any such installment shall be paid and discharged by Seller prior to or at Closing. The Parties acknowledge that, ~~notwithstanding any PILOT, Financial Agreement and tax exemption granted thereunder,~~ the Property shall be subject to payment of the special assessment for the Downtown Special Improvement District, pursuant to N.J.S.A. 40:56-65, et seq.

21. ASSIGNMENT. The rights granted in this First Amendment and Purchase Agreement are personal to the Purchaser and this First Amendment and Purchase Agreement is non-assignable. Any such assignment shall be void, the assignee shall acquire no rights herein and Seller shall not recognize any such assignment. Notwithstanding the foregoing, Purchaser shall have the right to convert to an urban renewal entity, pursuant to N.J.S.A. 40A:20-1, et seq., and any such conversion will not be deemed an assignment

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of this First Amendment and Purchase Agreement so long as Donald Epstein and Joseph Taylor remain in Control of Purchaser.

22. DEFAULTS.

22.1 Seller's Default. In the event Seller fails to perform, or otherwise breaches any of the terms of this First Amendment and Purchase Agreement or any of its representations, warranties or covenants, and Seller has not cured such default within thirty (30) days of receipt of notice of same from Purchaser, then Purchaser shall be entitled to either: (i) terminate this First Amendment and Purchase Agreement; (ii) waive the default or breach and proceed to Closing; or (iii) pursue an action for specific performance. Upon termination neither Party shall have any further rights or obligations hereunder except as expressly set forth herein to the contrary. In the event Purchaser is successful in an action for specific performance Purchaser shall receive a credit against the Purchase Price in an amount equal to the expenses incurred by Purchaser in connection with such action, including, but not limited to, reasonable attorneys' fees.

22.2 Purchaser's Default. In the event Purchaser fails to perform any of its obligations under this First Amendment and Purchase Agreement and Purchaser has not cured said default within thirty (30) days of receipt of notice of same from Seller, then Seller shall, as its sole and exclusive remedy, be entitled to terminate this First Amendment and Purchase Agreement and retain the Initial Deposit and Additional Deposit as liquidated damages and neither Party shall have any further rights or obligations hereunder except for those that specifically survive the termination of this First Amendment and Purchase Agreement.

22.3 Cross-Default with Original Redevelopment Agreement. This First Amendment and Purchase Agreement is made in furtherance of completion of the Project as more specifically described and set forth in the Original Redevelopment Agreement and fulfillment of the obligations of the Parties under the Original Redevelopment Agreement are necessary and material to the sale of the Property pursuant to this First Amendment and Purchase Agreement. Accordingly, a default under this First Amendment and Purchase Agreement shall be deemed a default under the Original Redevelopment Agreement, and vice-versa, and the termination of this First Amendment and Purchase Agreement shall be deemed to automatically terminate the Original Redevelopment Agreement, and vice-versa.

23. CONDEMNATION AND CASUALTY.

23.1 Casualty. Prior to the Closing, Seller shall bear all risks of loss to the Property and all liabilities arising from the Property. For the avoidance of doubt, it is agreed all improvements on the Property shall be demolished by Seller prior to Closing as part of the Remediation.

23.2 Condemnation. Seller represents and warrants to Purchaser that Seller has not received any notice of any condemnation proceeding or other action or proceeding, either contemplated or pending, in the nature of eminent domain ("**Condemnation Proceedings**") in connection with the Property; nor does the Seller have knowledge of any Condemnation Proceedings. If Seller becomes aware of or receives, at or prior to the Closing, any notice of Condemnation Proceedings it will immediately advise Purchaser of the Condemnation Proceedings in writing and provide a copy of any such notice of Condemnation Proceedings to Purchaser. If all of the Property is condemned prior to Closing, this First Amendment and Purchase Agreement shall terminate. If only a portion of the Property has been or is taken by condemnation or eminent domain prior to Closing, Purchaser shall have the right to either (i) terminate this First Amendment and Purchase Agreement, or (i) proceed to Closing and the Purchase Price shall be reduced by the total of any award of damages actually received by Seller. If a Condemnation Proceeding has commenced or notice thereof has been received prior to the Closing, but same is not resolved by the Closing Date, and Purchaser elects to proceed to Closing, Seller shall assign to Purchaser all of Seller's

rights, title and interest in and to any awards or damages to which Seller may have become entitled or may thereafter be entitled by reason of any exercise of the power of eminent domain or condemnation with respect to or for the taking of the Property or any portion thereof. Notwithstanding anything to the contrary, in the event the taking or contemplated taking will have a material and adverse effect on Purchaser's ability to construct and operate the Project, Purchaser shall have the right to terminate this First Amendment and Purchase Agreement, in which event neither Party shall have any further rights or obligations hereunder except for those that specifically survive the termination of this First Amendment and Purchase Agreement. In any event, Seller shall not settle any condemnation proceeding without the consent of Purchaser, in its sole and absolute discretion.

24. **BROKER CLAUSE.** Each of the Parties warrants and represents to the other that it has not dealt with any real estate agent, broker or salesperson. Each of the Parties covenants to indemnify the other against claims of any such third party. The indemnity contained in this Section 24 shall survive the Closing.

25. **NOTICES.** Any demand, notice or other communication required or permitted to be given hereunder shall be in writing, and shall be (i) delivered personally, (ii) by nationally recognized overnight courier service (such as FedEx or UPS) for next Business Day (as defined below) delivery, or by electronic mail to the Parties at the addresses set forth below (or to such other addresses as the Parties may specify by due notice to the other):

If to Seller:

Township of West Orange
66 Main Street
West Orange, New Jersey 07052
Attn: James P. Abbott, Business Administrator
Email: Jabbott@westorange.org

with copy to:

Robert Beckelman, Esq.
Wilentz, Goldman & Spitzer
90 Woodbridge Center Drive, Suite 900, Box 10
Woodbridge, New Jersey 07905
Email: Rbeckelman@Wilentz.com

If to Purchaser:

MDGA – West Orange Downtown Redevelopment, LLC
C/o Matrix Development Group
3 Centre Street
Monroe, New Jersey 08831
Attn: Donald Epstein & Joseph Taylor
Email: Depstein@Matrixcompanies.com & Jtaylor@Matrixcompanies.com

with copy to:

Chiesa, Shahinian & Giantomasi PC
105 Eisenhower Parkway
Roseland, New Jersey 07068
Attn: Stephen A. Kisker

Email: Skisker@CSGLaw.com

Any notice delivered to a Party's designated address by (a) personal delivery shall be deemed received on the date actually delivered or refused, (b) nationally recognized overnight courier service for next Business Day delivery shall be deemed received the next Business Day after its deposit with such nationally recognized overnight courier service for next Business Day delivery, or (c) by electronic mail shall be deemed received on the day such electronic mail was sent if sent before 5pm New York time on a Business Day, and shall be deemed received on the next Business Day if sent on a non-Business Day or after 5pm New York time on a Business Day. No electronic mail shall be deemed received if the sending Party receives a message that same has been delayed, rejected or otherwise not delivered. Any notice given by an attorney for a Party shall be effective for all purposes. A "**Business Day**" is a day that is not a Saturday, Sunday or Federal holiday.

26. FURTHER ASSURANCES. Each of the Parties agrees to execute, acknowledge and deliver such other documents or instruments as the other may reasonably require from time to time to carry out the purposes of this First Amendment and Purchase Agreement.

27. MISCELLANEOUS PROVISIONS. The Parties further agree as follows:

27.1 Entire Agreement. This First Amendment and Purchase Agreement and the Original Redevelopment Agreement, as amended herein, contains the entire agreement between the Parties regarding the purchase and sale of the Property and supersedes all prior agreements, and may not be modified or changed except by an agreement in writing executed by both Parties. Notwithstanding, this First Amendment and Purchase Agreement is made in furtherance of the completion of the Project as more specifically described and set forth in the Original Redevelopment Agreement and fulfillment of the obligations of the Parties under the Original Redevelopment Agreement are necessary and material to the sale of the Property pursuant to this First Amendment and Purchase Agreement. Any capitalized terms not defined herein shall be as defined in the Original Redevelopment Agreement and reference shall be made to the Original Redevelopment Agreement in the event of any ambiguities under this Agreement. Except as specifically amended or stated otherwise herein, the Original Redevelopment Agreement shall remain in full force and effect.

27.2 Interpretation. This First Amendment and Purchase Agreement has been prepared or reviewed, or both, by counsel for Seller and Purchaser. The Parties agree this Agreement shall be construed reasonably to carry out its intent without presumption against or in favor of either Party.

27.3 Counterparts / Execution. This First Amendment and Purchase Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement. Electronic signatures to this First Amendment and Purchase Agreement shall be binding for all purposes. Delivery of an executed counterpart of a signature page of this document by facsimile or other generally accepted electronic means (i.e. e- mail) shall be effective as delivery of a manually executed counterpart of this document.

27.4 Governing Law. This First Amendment and Purchase Agreement shall be governed by the laws of the State of New Jersey.

27.5 Prevailing Party Provision. In the event any action or proceeding is commenced by a Party to obtain a declaration of rights hereunder, to enforce any provision of this First Amendment and Purchase Agreement, or to seek rescission of this Agreement for default under this Agreement, whether legal or equitable, the prevailing Party shall be reimbursed by the other for the cost of suit, including reasonable legal fees.

27.6 Invalid Terms. If any term or provision of this First Amendment and Purchase Agreement or the application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each of the remaining terms shall remain as valid and enforceable to the fullest extent permitted by law.

27.7 Counting Days. Whenever used herein, unless expressly provided otherwise, the term “days” shall mean consecutive calendar days, except that if the expiration of any time period measured in days occurs on a Saturday, Sunday or Federal Reserve holiday, such expiration shall automatically be extended to the next Business Day.

27.8 Recitals Incorporated. The Recitals of this First Amendment and Purchase Agreement are incorporated into and made a part of the terms of this Agreement.

27.9 Headings. All paragraph headings or captions contained in this First Amendment and Purchase Agreement shall be for convenience of reference only and shall not affect the construction or interpretation of any provision of this Agreement.

27.10 Party Cooperation. The Parties shall reasonably cooperate with one another in furtherance of their efforts to consummate the transaction contemplated by this First Amendment and Purchase Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this First Amendment and Purchase Agreement as of the Effective Date.

Seller: The Township of West Orange

Purchaser: MDGA – West Orange Downtown
Redevelopment, LLC

By: _____
Name _____
Title: _____

By: _____
Name: _____
Title: _____

**RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN
CONTRACT FOR SAFETY IMPROVEMENTS AT 60-62 VALLEY WAY**

WHEREAS, the Township of West Orange has a need to install safety improvements at 62-62 Valley Way in conjunction with the Street Improvements 2021, Phase 2 project that includes Valley Way from Eagle Rock Avenue to Moore Terrace;

WHEREAS, the Township of West Orange has met the provisions of the NJ Local Unit Pay-to-Play Law to award a contract under the Non-Fair and Open Contract pursuant to the provisions of *N.J.S.A. 19:44A-20.5*; and

WHEREAS, the Municipal Engineer by letter dated September 18, 2024 has determined that the value of the contract will exceed \$17,500; and

WHEREAS, the anticipated term of this contract is one year or less; and

WHEREAS, Reggio Construction Inc. has submitted a proposal dated September 17, 2024 indicating they will provide the installation of bollards including excavation, granite curb, traffic marking and associated regulatory and warning signs in the amount not to exceed \$42,240.00; and

WHEREAS, Reggio Construction, Inc. has completed and submitted a Political Contribution Disclosure Form which certifies that Reggio Construction, Inc. has not made any reportable contributions to a candidate committee in the Township of West Orange in the previous one year, and that the contract will prohibit Reggio Construction Inc. from making any reportable contributions through the term of the contract; and

WHEREAS, sufficient funds exist for the services outlined in the proposal of Reggio Construction Inc.; and

NOW THEREFORE, BE IT RESOLVED that the Township Council of the Township of West Orange authorizes the Township of West Orange to enter into a contract with Reggio Construction Inc. as described herein; and,

BE IT FURTHER RESOLVED that the Political Contribution Disclosure be placed on file with this resolution; and

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within ten (10) days of its approval as required by State Statute.

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

Bill Rutherford, Council President

Adopted: September 24, 2024

I hereby certify funds are available from:

John Ditinyak, Chief Financial Officer

Account No.:
2023 Capital Account
03-2830-23-0500-010
\$42,240.00
Escrow Account
12-6730-00-0100
\$38,717.60

REGGIO CONSTRUCTION INC.

1575 West Street Fort Lee, NJ 07024

Phone: 201.363.0156 Fax: 201.363.8965

September 17, 2024

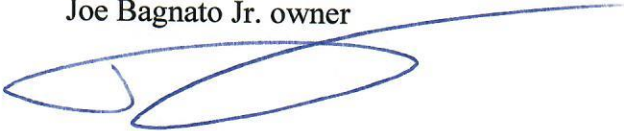
Township of West Orange
66 Main Street
West Orange, NJ 07052

ATTN: -Zayibeth Carballo-Municipal Engineer, PE, PLS, PP, CME, CFM, CFS
RE: Safety Improvements For 60-62 Valley Way

- Item 1. Mobilization-LS-\$2000.00
- Item 2. Traffic Control-\$5,000.00
- Item 3. Clearing Site-\$2,000.00
- Item 4. Excavation Test Pit-5 CY @ \$200.00 = \$1,000.00
- Item 5. 9"x24" Concrete Curb-55 LF @ \$50.00 = \$2,750.00
- Item 6. Granite Curb-55 LF @ \$50.00 = \$2,750.00
- Item 7. Bollards-11 UN @ \$2,000.00 = \$22,000.00
- Item 8. Traffic Markings 8"-160 LF @ \$10.00 = \$1,600.00
- Item 9. STOP AHEAD-2 UN @ \$400.00 = \$800.00
- Item 10. Reg. & War. Signs-67 SF @ \$20.00 = \$1,340.00
- Item 11. Landscaping-LS = \$1,000.00

TOTAL AMOUNT OF BID-\$42,240.00

Thank you,
Joe Bagnato Jr. owner



RESOLUTION

WHEREAS, there was litigation initiated by Prism Green Urban Renewal LLC (“Prism”) concerning the Township’s termination of its redevelopment rights under the existing Redevelopment Plan, in the Superior Court of New Jersey, Law Division: Essex County captioned Prism Green Associates IV, LLC v. Township of West Orange, Robert D. Parisi, John O. Gross, Whoopi Inc., MBS Group Holdings, LLC, Jeremy Harlton, John W. Henry, Docket No. ESX-L-5706-21 (the “Litigation”); and

WHEREAS, in September 2021, the Township and Prism settled the Litigation (the “Settlement”), by which, among other things, the parties would enter an agreement for Prism to sell and convey all of its property in the Township (the “Prism Properties”); and

WHEREAS, on September 15, 2021, the Township Council adopted Ordinance No. 2651-21 authorizing the issuance of a bond to satisfy the monetary obligations of the Settlement; and

WHEREAS, on February 28, 2022, the Township and Prism executed a Settlement Agreement and Purchase and Sale Agreement (“PSA”) for the acquisition of the Prism Properties and resolution of all issues in the Litigation; and

WHEREAS, the Township has acquired the Prism Properties pursuant to the Settlement and the PSA; and

WHEREAS, the PSA provided for an escrow to be held from the purchase price proceeds in the amount of \$951,045 as an estimate for environmental remediation costs (the “Environmental Escrow”); and

WHEREAS, the PSA provided for a dispute resolution mechanism to address disagreements as to the parties’ respective remediation cost estimates, by referring final determination of reasonable remediation costs to an independent licensed site remediation professional (LSRP) (the “Independent LSRP Determination”); and

WHEREAS, the Independent LSRP Determination resulted in an estate of \$617,035, subject to two open issues that could not be fully-determined by the Independent LSRP Determination; and

WHEREAS, the parties brought the matter of the remaining issues to the Court for resolution or further proceedings to finally resolve the disposition of the Environmental Escrow, pursuant to the PSA; and

WHEREAS, the Township and Prism have negotiated a settlement of all remaining issues concerning the disposition of the Environmental Escrow, providing for the final amount of the amount to be maintained by the Township at \$650,000, with no further review and approvals of proposed disbursements required by Prism, as currently provided for under the PSA, with the Township free to utilize the remaining proceeds in the Environmental Escrow in connection with the remediation of the Prism Properties, in exchange for releasing the balance of \$301,045 from the Environmental Escrow to Prism; and

WHEREAS, the Township believes that it is in the best interest to finally settle and resolve all outstanding issues with Prism concerning the Environmental Escrow to avoid the continued costs and efforts associated with litigating the matter further; and

WHEREAS, final settlement is memorialized in the Amendment to Purchase and Sale Agreement and Memorandum of Settlement, in the forms attached hereto.

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 the Amendment to Purchase and Sale Agreement and Memorandum of Settlement, attached hereto, and the Municipal Clerk be and is hereby authorized to witness the Mayor's signature and the Mayor is hereby authorized to take all further and necessary steps to effectuate the above agreements approved herein.

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

Bill Rutherford, Council President

Adopted: September 24, 2024

AMENDMENT TO PURCHASE AND SALE AGREEMENT TOWNSHIP OF WEST ORANGE

This Amendment made this 24th day of September, 2024 (the “Effective Date”) by and between the Township of West Orange (the “Township” or “Buyer”), a body corporate and politic of the State of New Jersey, having its address at 66 Main Street, West Orange, New Jersey 07052; and Prism Green Associates IV, LLC; Prism Green Urban Renewal, LLC; GP 55 Lakeside, LLC; GP Ashland Urban Renewal, LLC; GP 177 Main, LLC (collectively “Prism” or “Seller”) having its address at 310 Kingsland Street, Nutley, NJ 07110, and individually referred to as a “Party” and collectively the “Parties.”

1. BACKGROUND

1.1 The Parties executed a Purchase and Sale Agreement dated February 28, 2022 (the “PSA”) regarding certain real property described therein (the “Property”) resulting in a transfer of the Property by deed delivered on February 28, 2022 (the “Closing”).

1.2 Since the Closing, certain remediation activities at the Property as contemplated in Article XIII of the PSA have commenced.

1.3 The Parties have reached agreement that given the current status of remediation, the continued remediation of the Property would be completed as provided for herein.

2. Article 13 is therefore revised and replaced as follows:

XIII, ENVIRONMENTAL PROVISIONS

13.1 Presence of Contamination.

(a) *As of the Closing, Seller represented the following to the best of Seller's knowledge and belief, that other than as set forth in the Environmental Documents: (i) the Property is in compliance with all applicable local, federal and state statutes or regulations, ordinances, permits, orders, and directives regarding pollutants, contaminants, hazardous waste, materials and/or substances (hereinafter collectively referred to as "contamination") and/or solid waste; (ii) there is no pending or contemplated proceeding or administrative action arising out of the environmental condition of the Property; and (iii) the Property has never been remediated.*

(b) *Seller(s) further represented and represents (s) that: (i) it has not discharged any hazardous substances or waste on the Property; (ii) it has no knowledge of any discharge of hazardous substances or waste on the Property other than as set forth in the Environmental Documents; (iii) it did not deposit or cause to be deposited solid waste on the Property; (iv) it has no knowledge of the presence of solid waste on or buried in the Property; and (v) the Property does not require remediation except as noted in the Environmental*

Documents. The foregoing notwithstanding, the Parties acknowledge the existence of the Stockpiled Soil as defined in Section 13.5(f).

(c) Buyer acknowledges that: (i) the Property has known environmental contamination and hazardous substances requiring remediation which exist at, on, under and/or from the Property; (ii) the Property is undergoing remediation work in accordance with the requirements adopted by the New Jersey Department of Environmental Protection (“NJDEP”), including requirements and timeframes contained in the ISRA, as defined in Section 13.5 below, and the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 (“the Spill Act”); and (iii) additional remediation at the Property will be needed.

13.2 Buyer acknowledges that the Purchase Price together with the Environmental Escrow provided for in Section 13.9 reflected the Property’s present known environmental condition. The Purchase Price together with the Environmental Escrow included a deduction, offset, and credit for any remediation costs. The Purchase Price did not reflect any deduction, offset, and credit for the Stockpiled Soils as defined hereinafter.

13.3 The Parties’ intent is that, pursuant to N.J.S.A. 58:10-23.11g.d(4), the Township is not liable for the cleanup and removal costs of any discharge which occurred or began prior to ownership by the Township, or for any fees, penalties and/or enforcement actions relating to alleged non-compliance with ISRA, as defined in Section 13.5 below, or other applicable law prior to the Closing.

13.4 As between the Parties, and subject to the Environmental Escrow and the use of same as provided for herein, the Township shall be responsible, as required by applicable law, for the actual costs of all remediation of the Property.

13.5 ISRA Compliance.

(a) The Parties acknowledge that the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. (“ISRA”) had previously been triggered with regard to the Property and that there are three (3) open ISRA cases, Case Nos. 20020198, 200700415, and 20070213, and that ISRA was triggered by the sale of the Property to Buyer. NJDEP has assigned Program Interest No. 027166 for the remediation of the Property (collectively, the “ISRA Cases”).

(b) Prior to the Closing a General Information Notice (“GIN”) was filed with the NJDEP and Seller’s LSRP issued a Remediation Certification.

(c) The Township negotiated with the NJDEP to receive an adjustment of certain remedial timeframes applicable to Seller, which extension was previously denied and would otherwise be unavailable to Seller, on the condition that the Township’s LSRP be permitted to remediate the Property upon closing, notwithstanding the Remediation Certification language. Prior to Closing, the Township submitted to the NJDEP: 1) an Exemption from Spill Act Liability Certification Form, and 2) a Remedial Timeframe Notification Form with an Extension Request (“Extension Request”) to extend the Remedial Investigation Report timeframe, along with a cover

letter memorializing the Township's discussions with the NJDEP and NJDEP granted the Extension Request.

(d) The remediation shall be conducted through the issuance of a site-wide Response Action Outcome (as that term is defined at N.J.S.A. 58:10B-1 et seq.) to close the ISRA Cases.

13.6 Remediation After Closing.

(a) The Township will cause the remediation of the Property to be completed as provided for in Paragraph 13.5(d) and shall be the "Person Responsible for Conducting the Remediation" as that term is defined at . N.J.S.A. 58:10B-1, et seq.

(b) Provided that the remediation is completed as provided for in Paragraph 13.5(d), there are no limitations or restrictions on the manner by which the Property is remediated.

(c) The Township will cause any needed Remediation Funding Source or any needed Financial Assurance to be funded.

(d) Releases and Indemnifications.

(i) "Seller Related Parties" shall mean Seller and any agent, advisor, representative, affiliate, employee, director, officer, partner, member, beneficiary, investor, servant, shareholder, trustee or other person or entity (each, a "Person") acting on Seller's behalf or otherwise related to or affiliated with Seller.

(ii) "Township Related Parties" shall mean the Township Related Parties and any agent, advisor, representative, affiliate, employee, director, officer, partner, member, beneficiary, investor, servant, shareholder, trustee or other person or entity (each, a "Person") acting on the Township's behalf or otherwise related to or affiliated with the Township (including subsequent purchasers of the Property with whom the Township executes a redevelopment agreement for the Property).

(iii) "Claims" shall mean all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements).

(iv) Seller shall indemnify and hold the Township Related Parties harmless; Seller on its behalf and on behalf of the Seller Related Parties forever RELEASE, REMISE, WAIVE AND FOREVER DISCHARGE the Township Related Parties from Claims to the extent relating to: (A) Seller's remediation of the Property prior to Closing; and (B) enforcement actions, fines, assessments, or penalties relating to actions, inactions or alleged non-compliance prior to the Closing, except to the extent such claims are the result of new discharges on the Property after the Closing or actions or inactions by the Township, the Township's contractors, agents, designees, assignees or successor in title.

(v) The Township shall indemnify and hold the Seller Related Parties harmless; the Township on its behalf and on behalf of the Township Related Parties RELEASE, REMISE, WAIVE AND FOREVER DISCHARGE the Seller Related Parties from Claims relating to: (A) the manner by which the remediation of the Property is conducted after Closing; and (B) fines, assessments, or penalties relating to actions after the Closing, except to the extent such claims are the result of discharges on the Property prior to the Closing or actions or inactions by the Seller Related Parties, including the exacerbation of existing contamination during the Township's remediation of the Property.

(vi) (e) Seller and the Township shall execute the Memoranda of Settlement appended hereto as Exhibit 13.6 to be recorded.

(f) Stockpiled Soils. Upon information and belief, Seller contended that certain soils, identified on Exhibit 11 attached hereto, are currently staged on the Property and were excavated by the Seller from public rights-of-way in connection with the installation of certain utility lines, but the Parties have not confirmed that this excavation accounts for the full volume of soil or other materials staged on the Property (the "Stockpiled Soils"). At Closing, a Soil Characterization Workplan escrow account was funded from the sale proceeds in the amount of Five Hundred Thousand (\$500,000.00) Dollars and established with the law firm of Sills Cummis & Gross, PC., in its Attorney Trust Account to be held in accordance with this Agreement (the "Hazardous Soils Disposal Escrow"). The resolution of the Stockpiled Soils was achieved, and the remainder of the Hazardous Soils Disposal Escrow was released to Sellers. The Seller shall have no further responsibility for the Stockpiled Soils which the Township will cause to be addressed at no cost to Sellers.

13.7 Deleted.

13.8 PRCR Transfer.

The Township shall within sixty (60) days of this Amendment identify the Party Responsible for Conducting the Remediation (the "PRCR Transferee").

13.9 Environmental Escrow Account.

(a) At the Closing, an environmental escrow account was funded by Prism and held with Wilentz Goldman & Spitzer in the amount of \$951,045 (the "Environmental Escrow").

(b) Within fifteen (15) days of the execution of this Amendment, the amount of \$301,045 and any accrued interest shall be released to Seller leaving \$650,000 remaining in the Environmental Escrow (the "Remediation Escrow Release") and the remainder of the Environmental Escrow will be within the control of the Township to be used in the sole discretion of the Township.

(c) *Following the Remediation Escrow Release, Seller shall have no claims to the Environmental Escrow.*

(d) *Deleted.*

(e) *Deleted.*

13.10 Seller and the Seller Related Parties, shall reasonably cooperate with the Township and its professionals as to any environmental issues and do hereby specifically authorize and direct all of the Seller's professionals, employees or agents, including but not limited to, the Seller's environmental consultants, and any LSRPs having had authority over the Property, to cooperate with the Township as to any and all environmental issues. Seller's cooperation shall also include, but not be limited to, providing the Township with copies of all correspondence, reports and documents that reflect the environmental condition of the Property, including but not limited to documents reflecting any environmental investigations and/or remediation of the Property, and shall supplement the Environmental Due Diligence Materials with any such documents created after execution of this Agreement before and after Closing.

13.11 This Agreement will not in any way affect the jurisdiction of the NJDEP over the Property or the rights and obligations of any third parties over whom the Parties do not exercise control.

13.12 This Article XIII shall survive Closing.

3. All other provisions of the PSA not altered or modified herein shall remain as written.

4. Counterparts. This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURE PAGES FOLLOW]

ATTEST:

TOWNSHIP OF WEST ORANGE

By: _____

Name: Susan McCartney

Title: Mayor

Date: September 24, 2024

Prism Green Associates IV, LLC, Seller

By: _____

Name: _____

Title: _____

Date: September ___, 2024

Prism Green Urban Renewal, LLC, Seller

By: _____

Name: _____

Title: _____

Date: September ___, 2024

GP 55 Lakeside, LLC, Seller

By: _____

Name: _____

Title: _____

Date: September __, 2024

GP Ashland Urban Renewal, LLC, Seller

By: _____

Name: _____

Title: _____

Date: September __, 2024

GP 177 Main, LLC, Seller

By: _____

Name: _____

Title: _____

Date: September __, 2024

RESOLUTION TO HOLD A CLOSED SESSION

WHEREAS, the Open Public Meetings Act (N.J.S.A. 10:4. et seq.) provides for the exclusion of the public meetings of the governing body during the discussion of certain matters; and

WHEREAS, prior to the exclusion of the public from a meeting of the Township Council it is required that the Council adopt a Resolution stating the general nature of the subject to be discussed and stating as precisely as possible the time when the minutes of the discussion conducted in closed session can be disclosed to the public; and

WHEREAS, this body is about to consider a matter which falls within the purview of N.J.S.A. 10-4-12, and can properly exclude the public from such discussions; now, therefore, be it

BE IT RESOLVED, that the Township Council of the Township of West Orange, now assembled in public session at its regular meeting of **September 24, 2024** enter into a closed session to consider the following matter(s).

- () 1. Discussion of any material, the disclosure of which constitutes an invasion of individual privacy.
- () 2. A collective bargaining agreement or the terms of provisions of same.
- () 3. Techniques or tactic utilized to protect the safety and property of the public provided that their disclosure could impair such protection.
- () 4. An investigation of violations or possible violations of the laws of the State of New Jersey and/or the Township of West Orange Administrative Code.
- (X) 5. Pending or anticipated litigation or contract negotiation in which this body is or maybe a party.
- () 6. A matter falling within the attorney-client privilege to the extent that confidentiality is required in order for the attorney to exercise his ethical duties to this body.
- () 7. Personnel matters.
- () 8. Discussion of any matter which by express provision of Federal law or State statute or rule of Court shall be rendered confidential.
- () 9. Discussion of any matter in which the release of information would impair a right to receive funds from the Government of the United Sates.
- () 10. Discussion of any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.

() 11. Deliberations occurring after a public hearing that may result in imposition of a civil penalty or suspension or loss of a license or permit.

More specifically, the Council may discuss in closed session the following topic(s):

282-24 Resolution of the Township of West Orange Authorizing the Execution of a Purchase Agreement and Amendment to Redevelopment Agreement With MDGA– West Orange Downtown Redevelopment, LLC (Legal-Beckelman)

284-24 Resolution Authorizing Environmental Escrow Agreement between the Township of West Orange and Prism Green Associates IV, LLC (Legal-Beckelman)

285-24 Resolution Authorizing Settlement of the Township of West Orange's Claims - Township of West Orange v. Ron Jolyn Realty et. al. (Legal-Moon)

(the general subject matter(s) of discussion shall be indicated by a check mark in the appropriate box and shall be more specifically referred to thereafter to the extent such additional disclosure can be made without compromising the need for confidentiality giving rise to the closed session.

IT IS FURTHER RESOLVED that the minutes of said discussion shall be made public as soon as the matter under discussion is no longer of a confidential or sensitive nature such that the public interest will no longer be served by such confidentiality.

The foregoing resolution was duly adopted by the Township Council of the Township of West Orange at a public meeting held on **September 24, 2024.**

Motion:

Second:

Vote

Aye:

Opposed:

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

Bill Rutherford
Council President

Adopted: September 24, 2024

**TOWNSHIP OF WEST ORANGE
ADOPT 2024 MUNICIPAL BUDGET**

BE IT RESOLVED by the Township Council of the Township of West Orange, County of Essex, that the budget hereinbefore set forth is hereby adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of:

(a) \$65,694,968.80 (Item 2 below) for municipal purposes, and

SUMMARY OF REVENUES

1. General Revenues:	
Surplus Anticipated	\$ 3,908,146.03
Miscellaneous Revenues Anticipated	\$31,574,275.64
Receipts from Delinquent Taxes	\$ 1,918,717.38
2. Amount To Be Raised By Taxation	
For Municipal Purposes (Item 6, Sheet 11)	\$65,694,968.80
Minimum Library Tax	<u>\$ 2,534,797.29</u>
3. Total Revenues	\$105,630,905.14

SUMMARY OF APPROPRIATIONS

5. General Appropriations:	
Salaries & Wages	\$34,458,736.75
Other Expense	\$53,655,901.56
(a) Capital Improvements	\$ 1,649,070.68
(b) Municipal Debt Service	\$11,578,649.06
(c) Deferred Charges – Municipal	\$ 1,888,623.40
(d) Reserve for Uncollected Taxes (Include Other Reserves if Any)	<u>\$ 2,399,923.69</u>
6. Total Appropriations	\$105,630,905.14

**POOL UTILITY
SUMMARY OF REVENUES**

1. Surplus	\$ 70,242.99
2. Total Miscellaneous Revenues	<u>\$ 370,722.27</u>
Total Revenues	\$ 440,965.26

**POOL UTILITY
SUMMARY OF APPROPRIATIONS**

1. General Appropriations:	
Salaries & Wages	\$ 248,059.05
Other Expenses	\$ 102,944.35
Debt Service	\$ 1,221.53
Deferred Charges	\$ 26,978.60
Statutory Expenses	\$ 17,478.73
Deficit in Operations	<u>\$ 44,283.00</u>

Total Appropriations

\$ 440,965.26

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

Bill Rutherford
Council President

Adopted: September 24, 2024

2871-24

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AN ORDINANCE AMENDING CHAPTER 4 SECTIONS 33.1 AND 33.2 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE AND ESTABLISHING A SECTION GOVERNING THE CONSUMPTION OF CANNABIS IN PUBLIC AND SUPPLEMENTING CHAPTER 4 TO ADD A NEW SECTION 41 PROHIBITING ALCOHOL CONSUMPTION IN PUBLIC

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 4 of the Revised General Ordinances of the Township of West Orange be and are hereby amended and supplemented related to the prohibition of alcohol and cannabis to prevent such public drinking and cannabis use:

I. AMENDMENTS TO CHAPTER 4, SECTIONS 33.1 AND 33.2

§ 4-33.1 Prohibition Against Smoking and Use of Tobacco or Cannabis Products

a. Smoking of cigarettes, including electronic cigarettes, the use of tobacco products, and the smoking or consumption of cannabis products within public parks, playgrounds, ballfields and schoolgrounds shall be prohibited within the Township of West Orange.

b. Smoking of cigarettes, including electronic cigarettes, the use of tobacco products, and the smoking or consumption of cannabis products shall be prohibited within any park or parking lot thereof in the Township of West Orange.

Deleted: the Oskar Schindler Performing Arts Center located at 4 Boland Drive...

c. Pursuant to N.J.S.A. 2C:35-10a(c), no person shall smoke or otherwise consume cannabis on any of the public streets, sidewalks, parking lots, roadways, pathways, playgrounds, parks or quasi-public areas or any other public property whatsoever within the Township at any hour of the day or night.

§ 4-33.2 Definitions

CANNABIS:

Pursuant to N.J.S.A. 24-6I-33, "Cannabis" means all parts of the plant Cannabis sativa L., whether growing or not, the seeds thereof, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds, except those containing resin extracted from the plant, which are cultivated and, when applicable, manufactured in accordance with P.L.2021, c. 16 (C.24:6I-31 et al.) for use in cannabis products as set forth in this act, but shall not include the weight of any other ingredient combined with cannabis to prepare topical or oral administrations, food, drink, or other product. "Cannabis" does not include: medical cannabis dispensed to registered qualifying patients pursuant to the "Jake Honig Compassionate Use Medical Cannabis Act," P.L.2009, c. 307 (C.24:6I-1 et al.) and P.L.2015, c. 158 (C.18A:40-12.22 et al.); marijuana as defined in N.J.S.2C:35-2 and applied to any offense set forth in chapters 35, 35A, and 36 of Title 2C of the New Jersey Statutes, or P.L.2001, c. 114 (C.2C:35B-1 et seq.), or marihuana as defined in section 2 of P.L.1970, c. 226 (C.24:21-2) and applied to any offense set forth

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in the “New Jersey Controlled Dangerous Substances Act,” P.L.1970, c. 226 (C.24:21-1 et al.); or hemp or a hemp product cultivated, handled, processed, transported, or sold pursuant to the “New Jersey Hemp Farming Act,” P.L.2019, c. 238 (C.4:28-6 et al.).

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PUBLIC PARKS, PLAYGROUNDS AND BALLFIELDS

Shall mean any place or area within the Township upon which the public is invited or upon which the public is permitted and where children gather for recreational activities.

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SCHOOLGROUNDS

Shall mean any grounds upon which a school is located excepting parking lots.

II. ESTABLISHING A PROHIBITION OF PUBLIC CONSUMPTION OF ALOCHOL

§ 4-41.1—PURPOSE

The Township has determined that the public drinking of alcoholic beverages by persons or groups of persons standing about on sidewalks, especially in the areas near taverns, or sitting in or standing about automobiles while drinking intoxicating beverages has created a public nuisance with the consequent result that the safety of persons lawfully using the streets and public areas has been affected and deems it in the public interest to prevent such public drinking and cannabis use.

This Section of Chapter 4 is hereby established to ban public drinking on public property.

§ 4-41.2—DEFINITIONS

As used in this article, the following terms shall have the meanings indicated:

ALCOHOLIC BEVERAGE—Any fluid or solid capable of being converted into a fluid, suitable for human consumption, and having an alcoholic content of more than 1/2 of 1% by volume, including alcohol, beer, lager beer, ale, porter, naturally fermented wine, treated wine, blended wine, fortified wine, sparkling wine, distilled liquors, blended distilled liquors and any brewed, fermented or distilled liquors fit for use for beverage purposes or any mixture of the same and fruit juices.

§ 4-41.3—PUBLIC CONSUMPTION RESTRICTED; PERMIT

No person shall consume alcoholic beverages on any of the public streets, sidewalks, parking lots, roadways, pathways, playgrounds, parks or quasi-public areas or any other public property whatsoever within the Township at any hour of the day or night. A special permit may be issued for alcohol in such areas in accordance with applicable statutes.

§ 4-41.4—VIOLATIONS AND PENALTIES

Unless another penalty is expressly provided by New Jersey Statute, any person who violates any provision of this article shall, upon conviction thereof, be punished by a fine not less than \$100 and not exceeding \$2,000, or by a period not exceeding 90 days of community service or imprisonment. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

§ 4-41.5—REPEAL OF CONFLICTING ORDINANCES

Any Ordinances of the Township which are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

§ 4-41.6—SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereof shall not affect the remaining parts of this Ordinance.

§ 4-41.7—EFFECTIVE DATE

This Ordinance shall take effect upon final passage and publication in accordance with the law.

SUSAN McCARTNEY, MAYOR

BILL RUTHERFORD,
COUNCIL PRESIDENT

KAREN J. CARNEVALE, R.M.C.
MUNICIPAL CLERK

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INTRODUCED: September 10, 2024

ADOPTED: September 24, 2024

Legislative History

The Township has determined that the public drinking of alcoholic beverages and public use of cannabis by persons or groups of persons standing about on sidewalks, especially in the areas near taverns, or sitting in or standing about automobiles while drinking intoxicating beverages or using cannabis has created a public nuisance with the consequent result that the safety of persons lawfully using the streets and public areas has been affected and deems it in the public interest to prevent such public drinking and cannabis use. Thus, the Township is amending Chapter 4 to include a ban on public consumption of cannabis and alcohol.

**TOWNSHIP OF WEST ORANGE
COUNTY OF ESSEX, STATE OF NEW JERSEY
ORDINANCE NUMBER 2872-24**

**BOND ORDINANCE PROVIDING FOR ROAD, SIDEWALK
AND SEWER IMPROVEMENTS, BY AND IN THE
TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF
ESSEX, STATE OF NEW JERSEY; APPROPRIATING
\$2,000,000 THEREFOR AND AUTHORIZING THE
ISSUANCE OF \$1,904,000 BONDS OR NOTES OF THE
TOWNSHIP TO FINANCE PART OF THE COSTS 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 of this bond ordinance are hereby authorized as general improvements or purposes 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, there is hereby appropriated the amount of \$2,000,000, said amount being inclusive of \$96,000 as the amount of down payment for said improvements or purposes as required by the Local Bond Law, N.J.S.A. §40A:2-1 et seq. (the "Local Bond Law"). The down payment is now available by virtue of a provision or provisions in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet the part of said \$2,000,000 appropriation not provided for by application hereunder of said down payment, negotiable bonds of the Township are hereby authorized to be issued in the principal amount not exceeding \$1,904,000 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 the principal amount not exceeding \$1,904,000 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 are for road, sidewalk and sewer improvements and repairs throughout the Township, including but not limited to, Valley Road (from Kingsley Street to Northfield Avenue), Carlson Road, and Colonial Woods Drive. Such improvements or purposes include, but are not limited to, as applicable, demolition and excavation, milling, paving, resurfacing and reconstruction of the roadway, roadway painting and striping, the repairing and/or removal and installation of sidewalks, driveway aprons, curbing, retaining walls and curb ramps, guardrails, road shoulders, gutters, storm drains, and concrete improvements, and all other related improvements, design work, preparation of plans and specifications, permits, bid documents, contract administration, work, materials, equipment, accessories, labor and appurtenances necessary therefor or incidental thereto.

(b) The estimated maximum amount of bonds or notes to be issued for said improvements or purposes is \$1,904,000.

(c) The estimated cost of said improvements or purposes is \$2,000,000, the excess amount thereof over the said estimated maximum amount of bonds or notes to be issued therefor is the amount of \$96,000 appropriated for the down payment for said improvements or purposes.

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, however, 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, 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 of the Township 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 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 temporary capital budget, 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, and to the extent of any inconsistency herewith, 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, will be on file in the office of the Clerk and will be available for public inspection.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The purposes described in Section 3 of this bond ordinance are not current expenses and are improvements 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 within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is ten (10) 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, Department of Community Affairs, 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 \$1,904,000 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$200,000 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 or improvements herein before described.

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 bonds or notes authorized by this bond ordinance. The bonds and notes authorized in this bond ordinance 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 bonds or notes 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

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 expenditures toward the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations §1.150-2.

SECTION 10. 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 tax-exempt bonds and notes issued under this bond ordinance.

SECTION 11. The Chief Financial Officer of the Township 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 obligations of the Township, which are 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 bonds or notes 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 12. This bond ordinance shall take effect twenty (20) days after the first publication of this bond ordinance after final adoption, as provided by the Local Bond Law.

ADOPTED ON FIRST READING
DATED: September 24, 2024

KAREN J. CARNEVALE, Clerk
Township of West Orange

BILL RUTHERFORD,
Council President
Township of West Orange

ADOPTED ON SECOND READING
DATED: October 8, 2024

KAREN J. CARNEVALE, Clerk
Township of West Orange

BILL RUTHERFORD,
Council President
Township of West Orange

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2024.

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 August 6, 2024. 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 September 10, 2024 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 ROAD, SIDEWALK AND SEWER IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$2,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,904,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COSTS THEREOF
Purpose(s):	The bond ordinance provides for road, sidewalk and sewer improvements and repairs throughout the Township, including but not limited to, Valley Road (from Kingsley Street to Northfield Avenue), Carlson Road, and Colonial Woods Drive. Please refer to the full text of the bond ordinance for a more complete description of the improvements and purposes of the bond ordinance.
Appropriation:	\$2,000,000
Bonds/Notes Authorized:	\$1,904,000
Down Payment:	\$96,000
Section 20 Costs:	\$200,000
Useful Life:	10 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 October 8, 2024 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 ROAD, SIDEWALK AND SEWER IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$2,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,904,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COSTS THEREOF
Purpose(s):	The bond ordinance provides for road, sidewalk and sewer improvements and repairs throughout the Township, including but not limited to, Valley Road (from Kingsley Street to Northfield Avenue), Carlson Road, and Colonial Woods Drive. Please refer to the full text of the bond ordinance for a more complete description of the improvements and purposes of the bond ordinance.
Appropriation:	\$2,000,000
Bonds/Notes Authorized:	\$1,904,000
Down Payment:	\$96,000
Section 20 Costs:	\$200,000
Useful Life:	10 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 September 24, 2024 at 7:00 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 _____, 2024.

(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 October 8, 2024 at 7:00 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 _____, 2024.

(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 September 24, 2024 and finally adopted on October 8, 2024 by the Township Council of the Township and approved by the Mayor on October 8, 2024.

(2) After introduction, the bond ordinance was published as required by law on September 26, 2024 in the West Orange Chronicle.

(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 October 8, 2024 and was duly published as required by law on October 10, 2024 in the West Orange Chronicle. 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 _____, 2024.

(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 Vincent Buono, the Interim Chief Financial Officer of the Township, as of September 13, 2024, 2024, that such Supplemental Debt Statement was filed in my office on or prior to September 13, 2024 and with the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs on September 13, 2024.

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 ROAD, SIDEWALK AND SEWER IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$2,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,904,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COSTS THEREOF"

there was available as a down payment for the improvements or purposes authorized by said bond ordinance the amount of \$96,000, which amount was made available by virtue of a provision or provisions in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Township as of this _____ day of _____, 2024.

JOHN DITINYAK
Chief Financial Officer

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-14.2A
PARKING PROHIBITED ON CERTAIN STREETS DURING CERTAIN HOURS OF CERTAIN DAYS
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 7-14.2A PARKING PROHIBITED ON CERTAIN STREETS DURING CERTAIN HOURS OF CERTAIN DAYS, 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**):

Name of Street	Side	Hours	Days	Location
<i>Oakridge Road</i>	<i>Both</i>	<i>8:00AM-10:00AM</i>	<i>School Days</i>	<i>from Mitchell Street to Wellington Avenue</i>
Oakridge Road	Both	8:00AM-10:00AM	School Days	from Mitchell Street to southerly Dead End.
Colony Drive West	Both	8:00AM-10:00AM	School Days	from Colony Drive East to Brook Drive

Section 2. 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.

Section 3. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Susan McCartney, Mayor

Bill Rutherford, Council President

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

Introduced: September 24, 2024

Adopted: October 8, 2024

LEGISLATIVE HISTORY

This Ordinance will extend the 8AM-10AM No Parking Zone on Oakridge Road to the southerly Dead End, and create a new 8AM-10AM No Parking Zone on Colony Drive West to discourage all day parking by Seton Hall Prep students as they arrive for their school day, and allow parking at other times for the residents. This change was recommended by the Traffic Division of WOPD.

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTIONS 7-26.1, BUS STOPS, 7-10.2 STOPPING OR STANDING PROHIBITED DURING CERTAIN HOURS ON CERTAIN STREETS ON CERTAIN DAYS, and 7-14.2A PARKING PROHIBITED ON CERTAIN STREETS DURING CERTAIN HOURS OF CERTAIN DAYS 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 7-26.1 Bus Stops, 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*): BUS STOPS (AT VARIOUS SCHOOL LOCATIONS)

STREETS	HOURS
<i>Along Gregory Place, eastbound on the northerly side thereof at:</i>	
<i>Between Gilbert Place and Gregory Avenue beginning 113 feet from the easterly curb line of Gilbert Place and extending 240 feet easterly.</i>	8:00 AM to 4:00 PM SCHOOL DAYS
Along Gilbert Place, northbound on the easterly side thereof at:	
Between Club Boulevard and Gregory Place beginning 45 feet from the northerly curb line of Club Boulevard and extending 555 feet northerly.	8:00 AM to 4:00 PM SCHOOL DAYS

Section 2. Subsection 7-10.2 Stopping or Standing Prohibited During Certain Hours on Certain Streets on Certain Days, 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*):

Name of Street	Side	Hours	Days	Location
Gregory Place	North	7:00AM-9:00AM 2:00PM-4:00PM	School Days	Starting 100 feet east of the easterly curbline of Cobane Terrace to the easterly curbline of Gilbert Place

Section 3. Subsection 7-14.2A Parking Prohibited on Certain Streets During Certain Hours of Certain Days, 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*):

Gregory Place	South	7:00AM-9:00AM 2:00PM-4:00PM	School Days	Starting 113 feet from the easterly curb line of Gilbert Place and extending 240 feet easterly.
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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.

Section 4. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Susan McCartney, Mayor

Bill Rutherford, Council President

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

Introduced: September 24, 2024

Adopted: October 8, 2024

LEGISLATIVE HISTORY

This Ordinance will relocate the School Bus Stops from Gregory Place and move them to Gilbert Place in front of Roosevelt Middle School. The Parent/Student automobile drop off zone will be relocated to Gregory Place, where parking will not be allowed, but will be posted as a school drop zone, and Stopping and Standing will be prohibited on the opposite side of Gregory Place during school drop off hours.

The Municipal Engineer and Officers of the West Orange Police Traffic Division met with the Roosevelt Middle School Principal and the W.O. Superintendent of Schools on September 10, 2024 to discuss student drop off concerns, which includes accommodating special needs students with a bus drop off area in front of the school entrance.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC,
SUBSECTION 7-32.2 RESTRICTED PARKING ZONES 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 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*):

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.

<u>Residence Address</u>	<u>No. of Spaces</u>	<u>Location</u>
50 Hazel Avenue	1	Beginning 109 feet west of the westerly curb line of Pine Street and extending 20 feet west.
29 Park Drive North	1	Beginning 33 feet east of the easterly curb line of Park Drive West <i>extended</i> and extending 20 feet east.
55 Harrison Avenue (on Elm Street)	1	Beginning 38 feet west of the westerly curb line of Harrison Avenue and extending 20 feet west.

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

Bill Rutherford, Council President

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

Introduced: September 24, 2024

Adopted: October 8, 2024

LEGISLATIVE HISTORY

This Ordinance is in response to requests from handicapped residents who reside at 50 Hazel Avenue, 29 Park Drive North, and 55 Harrison Avenue.

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. All other Parking Ordinances under this chapter apply and supersede the use of these restricted spaces.