

1. Conference Meeting Agenda

Documents:

[CA 10.8.24.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 10.8.24.PDF](#)

3. Resolution(S)

3.I. 288-24

Documents:

[288-24 AUTHORIZING SETTLEMENT OF TOWNSHIP OF WEST ORANGE V.
RON JOLYN REALTY ET. AL.PDF](#)
[288-24 EXHIBIT A-RON JOLYN.PDF](#)

3.II. 289-24

Documents:

[289-24 RESOLUTION AUTHORIZING FEDERAL AID AGREEMENT WITH
NJDOT .PDF](#)
[289-24 AWARD 2022 FROM NJDOT TO WEST ORANGE.PDF](#)
[289-24 AGREEMENT BLANK TO SPONSOR-WEST ORANGE.PDF](#)

3.III. 290-24

Documents:

[290-24 TAX COURT JUDGMENT RESOLUTION.PDF](#)

3.IV. 291-24

Documents:

[291-24 -24 RAFFLE LICENSES 10.8.24.PDF](#)

3.V. 292-24

Documents:

[292-24 RESOLUTION RESOLVING CERTAIN LITIGATION AND ACCEPTING
PUBLIC IMPROVEMENTS COLONIAL WOODS 4853-4291-0187 -
UPDATED.PDF](#)

3.VI. 293-24

Documents:

[293-24 RESOLUTION AUTHORIZING REPAIR OF ROOF AT ROCK SPRING
ESCNJ 2024.PDF](#)
[293-24 EXHIBIT A.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2872-24

Documents:

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

4.II. 2873-24

Documents:

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

4.III. 2874-24

Documents:

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

4.IV. 2875-24

Documents:

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

5. Ordinance(S) On First Reading

5.I. 2876-24

Documents:

[2876-24 ORDINANCE OXFORD TERR DELETE WINTER PARKING
REGULATION 92524.PDF](#)

5.II. 2877-24 REMOVED

5.III. 2878-24

Documents:

[2878-24 ORDINANCE SUPP. CHAPTER 25 - BANNING POP-UP
PARTIES.PDF](#)

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, October 8, 2024
Meeting No. 19

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.

- **Swearing In Ceremony-West Orange Police Department**
 - Tara Vera
 - Nicholas Christopher
 - Gwendolyn Abreu
 - Tyler Martinez
- **Michael Gray-Senior Outreach Advisor-Senator George Helmy's Office**
- **Kiwanis International**
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

REVISED
PUBLIC MEETING AGENDA
Township of West Orange
66 Main Street – 7:00 p.m.
October 8, 2024-Meeting No. 19

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 24, 2024**
- 4. *Report of Township Officers - None**
- 5. *Reading of Petitions and Communications and Bids - None**
- 6. *Bill List**
- 7. *Resolutions**
 - a. 288-24** Resolution Authorizing Settlement of Township of West Orange v. Ron Jolyn Realty et. al. (Legal-Gengaro)
 - b. 289-24** Resolution Authorizing Federal Aid Agreement with NJDOT (Carballo)
 - c. 290-24** Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayers Pursuant to Final Judgement by the Tax Court of New Jersey (K. Longo)
 - d. 291-24** Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
 - e. 292-24** Resolving Certain Litigation And Accepting Certain Public Improvements, Including The Rights Of Way At Colonial Woods North And Extension Of Nance Road And Public Easements Shown On The Filed Map Entitled “Final Plat-Block 173, Lot 2and Block 172.29, Lot 40.02, Colonial Woods North, Township Of West Orange, Essex County, New Jersey” (Carballo)
 - f. 293-24** Resolution Authorizing the Roof Repair through the Educational Services Commission of NJ Cooperative for the Rock Spring Golf Course (P. Reynolds)
- 8. Ordinances on Second and Final 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)

9. Ordinances on First Reading

- a. **2876-24** An Ordinance Amending And Supplementing Chapter 7, Traffic, Subsection 7-14.6 Winter Parking Restrictions, Of The Revised General Ordinances Of The Township Of West Orange (Carballo)
- b. **2877-24 REMOVED**
- c. **2878-24** An Ordinance Amending and Supplement Chapter 25 of the Revised General Ordinances of the Township of West Orange Banning “POP-UP” Parties (Legal-Gengaro)

10. Pending Matters/New Matters/Council Discussion

- **CCRB** – Consensus Appointment by Township Council
Harry Almodovar
Lewis Abrams

11. ABC Hearing-None

12. Adjournment

**The Council President may at his/her discretion modify with consent the order of business at any meeting of the Council if he/she deems it necessary and appropriate.
(1972 Code § 3-8; Ord. No. 726-84; Ord. No. 1157-93; Ord. No. 2128-07 § II)**

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/83713114857?pwd=FkMX5G99H1hwmPSW7mdKBMUT91XrwB.1>

Webinar ID: 837 1311 4857

Passcode: 754782

Dial In: 1-(646) 931-3680

Public Comment – In Person Only

Next Meeting Date(s): October 29, 2024

Agenda is subject to change.

RESOLUTION

WHEREAS, on April 28, 2022, the Township of West Orange (the “Township”) filed a Complaint commencing a lawsuit captioned: Township of West Orange v. Ron Jolyn Realty & P S Realty, Docket No. ESX-L-2518-22 (the “Ron Jolyn Litigation”) seeking recovery of costs incurred by the Township related to the evacuation and temporary housing of tenants from the garden apartments at 275 Northfield Avenue (the “Property”) following a slope collapse at the Property which occurred on September 2, 2021; and

WHEREAS, Defendants Ron Jolyn Realty and P S Realty (the “Ron Jolyn Defendants”) have negotiated a proposed settlement of the Township’s claims to resolve the Ron Jolyn Litigation as set forth in the proposed Release, substantially in the form annexed hereto as Exhibit “A;”

WHEREAS, the proposed Release sets forth that the Ron Jolyn Defendants shall pay to the Township a **settlement amount of \$135,000** in exchange for release as to the Township’s claims; and

WHEREAS, following the Township’s receipt of funds from the Federal Emergency Management Agency (“FEMA”), the remaining balance of the costs incurred by the Township for the evacuation and temporary housing of the tenants were \$155,000; and

WHEREAS, the proposed settlement is acceptable to the Township based on the proposed terms set forth in the Release.

NOW, THEREFORE BE IT HEREBY RESOLVED, that the Township be and is hereby authorized to agree to the settlement of the Ron Jolyn Litigation as set forth in the Release substantially in the form annexed hereto as Exhibit “**A;**” and be it further

RESOLVED, that the Mayor be authorized to execute the Release, annexed hereto as Exhibit “**A**” on behalf of the Township; and be it further

RESOLVED, that a copy of this resolution shall be kept on file with Office of the Township Clerk in conformance with all applicable governing law.

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

Bill Rutherford
Council President

Adopted: October 8, 2024

288-24

EXHIBIT A

SETTLEMENT AND MUTUAL RELEASE

THIS RELEASE, dated _____, is given

BY: the **TOWNSHIP OF WEST ORANGE**,

TO: **Ron Jolyn Realty & P S Realty** referred to as “You” or “RON JOLYN”.

If more than one person signs this Release, “I” shall mean each person who signs this Release.

1. Mutual Release. The **TOWNSHIP OF WEST ORANGE** and **RON JOLYN** (collectively, the “Parties”) release and give up any and all claims and rights which the Parties may have against each other. This releases all claims, including those of which the **TOWNSHIP OF WEST ORANGE** and/or **RON JOLYN** are not aware and those not mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now. This release encompasses releases of all claims, cross claims, counterclaims, rights to subrogation, and indemnification between **TOWNSHIP OF WEST ORANGE** and **RON JOLYN** in all pending litigations including the claims made in **ESX-L-2711-23**.

TOWNSHIP OF WEST ORANGE specifically releases the following claims:

Any and all claims arising out of the alleged incidents that occurred on or about September and October 2021, which are the subject of a lawsuit presently pending in the Superior Court of New Jersey, Law Division, Essex County, matter of **West Orange v. Ron Jolyn Realty, et al., Docket No. ESX-L-002518-22** and which shall be dismissed with prejudice.

The **TOWNSHIP OF WEST ORANGE**, on its own behalf, and on behalf of each of their past, present and future officers, office holders, employees, representatives, attorneys, agents, and/or assigns of all the foregoing (collectively, for the purposes of this Paragraph, the “Releasors”) hereby fully, finally and forever release and discharge **Ron Jolyn Realty & PS Realty** as well as each of its past, present and future insurers, reinsurers, officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, parent companies, related and affiliated companies, holding companies, partners, privies, predecessors, successors in interest, and assigns (collectively, for the purposes of this paragraph, the “Releasees”) from any and all claims, demands, causes of action, damages, costs, and compensation of any nature whatsoever including but not limited to all fines and penalties, whether known or unknown, which the Releasors had, now have, or which may hereafter accrue or which the Releasors may otherwise hereafter acquire, that relate to, arise out of, or in any way concern the conduct and acts of Releasee

prior to the date of this Agreement at or concerning the premises owned by Releasee located at 275 Northfield Road, West Orange, New Jersey (for the purposes of this paragraph, the “Released Claims”). The Released Claims shall not be deemed to include any claims for property taxes assessed against such property and any fines and penalties accruing after the date of this Agreement for conduct of Releasee which conduct occurs after the date of this Agreement.

RON JOLYN specifically releases the following claims:

Any and all claims arising out of the alleged incidents that occurred on or about September and October 2021, which are the subject of a lawsuit presently pending in the Superior Court of New Jersey, Law Division, Essex County, matter of **West Orange v. Ron Jolyn Realty, et al., Docket No. ESX-L-002518-22** and which shall be dismissed with prejudice.

RON JOLYN, on its own behalf, and on behalf of each of their past, present and future officers, office holders, employees, representatives, attorneys, agents, and/or assigns of all the foregoing (collectively, for the purposes of this Paragraph, the “Releasors”) hereby fully, finally and forever release and discharge the **TOWNSHIP OF WEST ORANGE** as well as each of its past, present and future insurers, reinsurers, officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, parent companies, related and affiliated companies, holding companies, partners, privies, predecessors, successors in interest, and assigns (collectively, for the purposes of this paragraph, the “Releasees”) from any and all claims, demands, causes of action, damages, costs, and compensation of any nature whatsoever including but not limited to all fines and penalties, whether known or unknown, which the Releasors had, now have, or which may hereafter accrue or which the Releasors may otherwise hereafter acquire, that relate to, arise out of, or in any way concern the conduct and acts of Releasee prior to the date of this Agreement at or concerning the premises owned by Releasee located at 275 Northfield Road, West Orange, New Jersey (for the purposes of this Paragraph, the “Released Claims”). The Released Claims shall not be deemed to include any claims for property taxes assessed against such property and any fines and penalties accruing after the date of this Agreement for conduct of Releasee which conduct occurs after the date of this Agreement.

2. Payment. In consideration for making this release you have agreed to pay us a settlement of One Hundred and Thirty-Five Thousand Dollars (\$135,000) within thirty (30) days of execution of this Agreement (**TIME IS OF THE ESSENCE**). It is expressly understood and agreed that acceptance of this payment is in full accord and satisfaction of and in compromise of all disputed claims and that the payment thereof is not an admission of liability, but is made for the purpose to terminating all disputes and litigation between the parties. **TOWNSHIP OF WEST ORANGE** further understand and agree that I will not seek further payments from you.

3. Non-Admission. TOWNSHIP OF WEST ORANGE further acknowledges that the settlement of these claims which are also the subject of a lawsuit instituted as **West Orange v. Ron Jolyn Realty, et al., Docket No. ESX-L-002518-22** does not constitute an admission of wrongdoing on the part of any party to this lawsuit.

4. Who is Bound. TOWNSHIP OF WEST ORANGE and RON JOLYN are bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my Estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities, such as your heirs or the executor of your Estate.

6. Dismissal of Action. Within three (3) days of receipt of the payment set forth in Paragraph 2, the TOWNSHIP OF WEST ORANGE and RON JOLYN shall dismiss any and all claims against each other including but not limited to, cross-claims, counter-claims, claims of subrogation and/or indemnification.

7. Applicable Law. The existence, validity, construction, and operation of this Agreement, and all of its covenants, agreements, representations, warranties, terms, and conditions shall be determined in accordance with the laws of the State of New Jersey, without giving effect to the principles of conflicts of law.

8. Entire Agreement. This Agreement sets forth the entire agreement between the Parties, and fully supersedes all prior and/or contemporaneous agreements or understandings between the parties which pertain to the subject matter hereof. The terms of this Agreement may not be contradicted by evidence of any prior or contemporaneous agreement and no extrinsic evidence whatsoever may be introduced to vary its terms in any judicial proceeding involving this Agreement.

9. Modification. This Agreement may be modified, but only if the modification is in writing and signed by all parties to this Agreement.

10. Severability. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement.

11. Signatures. The TOWNSHIP OF WEST ORANGE understands and agrees to the terms of this Release. If this Release is made by a corporation, its proper corporate officers sign and its corporate seal is affixed.

Witnessed or Attested by:

_____(SEAL)

**Representative of
TOWNSHIP OF WEST ORANGE**

_____(SEAL)

**Representative of
RON JOLYN REALTY & P S REALTY**

**STATE OF NEW JERSEY: SS
COUNTY OF _____ :**

I CERTIFY that on September ____, 2024,

personally came before me and acknowledged under oath, to my satisfaction, that these persons
(of if more than one, each person): _____

- (a) are named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Signed and sworn to before me on
_____, 2024.

Notary Public

R E S O L U T I O N

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE,
COUNTY OF ESSEX, STATE OF NEW JERSEY AUTHORIZING THE MAYOR AND CLERK
TO EXECUTE A FEDERAL AID AGREEMENT WITH THE NJDOT**

WHEREAS, the Federal Highway Administration (FHWA) authorized funding up to an amount of \$338,880.15 for Preliminary Engineering Activities for the FY 2022 Safe Routes to Schools (SRTS) Project; and

WHEREAS, this authorization was based on the scope of work and budget agreed upon by the Township of West Orange and the NJDOT Division of Local Aid; and

WHEREAS, the scope of work in this authorization includes Preliminary Engineering (PE) Activities, and Final Design Activities will be authorized once PE activities have been completed; and

WHEREAS, it is necessary for the Township to enter a design contract between the Township of West Orange and Greenman-Pedersen, Inc. for the Preliminary Engineering (PE) Activities; and

WHEREAS, work cannot begin until this funding agreement is executed by the NJDOT.

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange that the Mayor and Clerk are authorized to execute the attached Federal Aid agreement.

BE IT FURTHER RESOLVED that the Clerk is hereby directed to return four (4) original signed and sealed copies of the attached agreement along with three (3) signed/sealed Resolutions for execution by the Department of Transportation.

BE IT FURTHER RESOLVED that the NJDOT will receive an initial billing (payment voucher) from the Township for the design project no later than 3 months after the NJDOT has concurred in the award of the construction contract, and will receive subsequent billings in accordance with the terms of the agreement.

Attest and Affix Seal: _____
Karen Carnevale, R.M.C.,
Municipal Clerk

Bill Rutherford, Council President

Adopted: October 8, 2024



289-24

State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

FRANCIS K. O'CONNOR
Commissioner

TAHESHA L. WAY
Lt. Governor

September 13, 2024

Ms. Zayibeth Carballo,
Assistant Township Engineer
Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052

Re: **PE AUTHORIZATION LETTER**
FY 2022 Safe Routes to Schools- Design Assistance Program
West Orange Town Township, Essex County
Federal Project No.: D00S734
State Job No.: 6122314

Dear Ms. Carballo

On **September 5, 2024**, the Federal Highway Administration (FHWA) authorized funding up to an amount of **\$ 338,880.15** for the above captioned Federal Aid Highway Program project. This authorization was based on the scope of work and budget agreed upon by the **West Orange Town Township** and the Division of Local Aid. The scope of work in this authorization includes Preliminary Engineering (PE) Activities. Final Design Activities will be authorized once PE activities have been completed. Any changes to same will require prior approval of the FHWA.

Award of Contract

- **West Orange Town Township** will include the following sections within the attached agreement in the design contract between the **West Orange Town Township** and **GPI** under Section 4 Plans and Specifications-4.1; Section 14 Equal Opportunity; Section 15 Nondiscrimination; Section 16 Disadvantaged Business Enterprises, and attachments in Appendices A through H.
- **WORK CANNOT BEGIN UNTIL THE ATTACHED FUNDING AGREEMENT IS EXECUTED BY NJDOT.**
- **Maplewood Township** is required to submit the notice to proceed and approved project schedule.

Project Agreement

- Return **four (4) original signed and sealed copies** of the attached agreement along with **four (4) original signed/sealed Resolutions** for execution by the Department.
- **RESOLUTIONS MUST INCLUDE SIGNED/SEALED CERTIFICATION STATEMENT.** See attached highlighted example.
- **DO NOT** enter the date on Page 1 of the agreement.
- Please complete name, title, signature and date on Page 23 of the agreement which will have to be witnessed.
- Please complete name, title, signature and date on Page 29 of the agreement which will have to be witnessed.

FY 2022 Safe Routes to Schools- Design Assistance Program
West Orange Town Township, Essex County
Federal Project No.: D00S734
State Job No.: 6122314

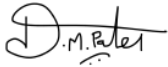
- Attach Project Scope of Work & Cost Estimate under Appendices G & H respectively.
- Signed copies of the agreement should be returned within 45 days.
- WORK CANNOT BEGIN UNTIL THE ATTACHED FUNDING AGREEMENT IS EXECUTED BY NJDOT.

Project Billing

- NJDOT must receive an initial billing (payment voucher) from the recipient for the design project no later than 3 months after NJDOT has concurred in the award of the design contract. NJDOT must receive subsequent billings (payment vouchers) on a monthly basis after the initial billing, but no later than 3 months thereafter as stipulated in the project agreement. Failure to meet the billing requirements may result in the restriction of authorization of any future FWHA funding until such time as progress on timely billings is demonstrated.
- The project will be considered "Inactive" if **West Orange Town Township** fails to submit an invoice within the durations described in 23 CFR 630.106. It is the **West Orange Town Township** responsibility to ensure that the federal funding is not jeopardized for this project due to an "Inactive" project status.

As a reminder, work cannot begin until the attached funding agreement is executed by NJDOT. Any costs incurred prior to NJDOT execution of the attached agreement will be deemed non-participating and ineligible for reimbursement. If you have any questions, please contact Deven Patel at (609) 963-2008.

Sincerely,



Deven Patel
Project Management Specialist 3
Division of Local Aid and Economic Development
Division Office

Enclosure

March 2022

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**



FEDERAL AID AGREEMENT

Agreement No.: 2024-DT-DLA-520

Contract ID:

Local Public Agency (LPA)/Subrecipient: West Orange Town Township

CFDA Name and Number: **Highway Planning and Construction 20.205**

LPA DUNS Number:

Contact Name and Phone Number: Deven Patel, 609-963-2008

Project: West Orange Safe Routes to School Project

Municipality: West Orange Town Township

County: Essex County

This Cost Reimbursement Agreement ("Agreement") is made as of the _____ day of _____, by and between the West Orange Town Township, having its offices at 25 Lakeside Avenue West Orange, NJ 07052 "Subrecipient" or "Local Public Agency ('LPA')") and the State of New Jersey, Department of Transportation, Division of Local Aid and Economic Development, having its offices at 1035 Parkway Avenue, Trenton, NJ 08625 ("State" or "NJDOT");

WITNESSETH

WHEREAS, the Congress of the United States has enacted various Transportation Authorization Bills to fund transportation programs. These transportation programs include, but are not limited to, the National Highway Performance Program (NHPP), the Surface Transportation Program ("STP"), the Congestion Mitigation and Air Quality Improvement Program ("CMAQ"), the Transportation Alternatives Program ("TA"), the Highway Safety Improvement Program ("HSIP"), the Safe Routes to School Program, and the Emergency Relief Program (collectively the "Programs"); and

WHEREAS, the Legislature of the State of New Jersey has enacted legislation by which certain federal aid funds may be made available for use on local transportation related projects of public entities qualified to act as Subrecipients of these federal-aid funds in accordance with the intent of federal law; and

WHEREAS, before federal funds will be made available for a specific program project, the Subrecipient and State are required to enter into an agreement to establish terms and conditions applicable to the Subrecipient when receiving federal funds for a designated project facility and to the subsequent operation and maintenance of that completed facility.

WHEREAS, the Subrecipient proposes to be the Sponsor LPA of a project eligible for funding (the "Project") pursuant to the terms and conditions of this Agreement; and

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**



WHEREAS, the Project may be included in the Metropolitan Planning Organization's Transportation Improvement Program and the State Transportation Improvement Program; and

WHEREAS, the State may award Subrecipient funds to finance the Project ("Project Fund") pursuant to the applicable federal and State law; and

WHEREAS, Subrecipient and the State desire to specify the conditions applicable to the financing of the costs of the Project ("Project Costs") out of the Project Fund and the obligations of the Subrecipient and the State with respect to the Project; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and pursuant to all federal, state, and local laws and ordinances, the Subrecipient and the State hereby agree as follows:

1. Definitions

As used in this Agreement, the following terms are defined in the manner indicated below:

- 1.1 Local Public Agency ("LPA"): The contracting agency that is the subrecipient of Federal-aid funds administered through the NJDOT.
- 1.2 FHWA: Federal Highway Administration.
- 1.3 USDOT: United States Department of Transportation
- 1.4 Useful Life of the Project: the period of time assigned to the project for purposes of determining a repayment schedule or reimbursement in the event of default.
- 1.5 Responsible Charge: A full time public employee of the Subrecipient, who is not a consultant, and is responsible for the Project.
- 1.6 Construction Engineering: construction related design services including review of contractor's working drawings, responding to contractor questions regarding design, and reviewing design changes.
- 1.7 Construction Inspection: Subrecipient is responsible for ensuring that the project is being inspected on a full time basis throughout construction of the project. Federally funded construction projects must be built and inspected in accordance to the pertinent federal and state requirements and contract documents.
- 1.8 Standard Specifications: the NJDOT Standard Specifications for Road and Bridge Construction, including all Baseline Document Change ("BDC") Announcements, in effect at the time of the execution of this Agreement. The Standard Specifications are incorporated into this Agreement by reference.
- 1.9 Period of Performance: the period of time during which the Subrecipient is to complete the activities described herein and to incur and expend approved funds.

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**



2. Description of Project – Scope of Work

A detailed Project description is included in the Project Scope of Work and a detailed Cost Estimate are attached to this Agreement.

Agreement Contract Terms

3. The State hereby awards a Grant of federal funds, available on a reimbursement basis, in the amount of \$338,880.15 for the period of performance ("Project Fund").

Neither the State, FHWA, nor USDOT shall provide funding greater than this amount under this Agreement. The Subrecipient acknowledges that neither the State, FHWA nor USDOT are liable for payments that exceed this amount.

- 3.2 The Period of Performance for this award begins on the date of this agreement and shall continue in effect until the Project is completed and all payment vouchers have been paid subject to Section 7 below or until, based on inactivity as defined in Section 7.5.2 below. The Project shall be completed by 12/31/2028, unless either terminated or extended by written authorization of the State. Under 2 C.F.R. § 200.309, the Subrecipient shall not charge to this award costs that are incurred prior to and/or after the Period of Performance. Once the Period of Performance has concluded all obligations of the State, USDOT, and FHWA are terminated under this Agreement.

- 3.3 Subject to the following, this Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

3.3.1 The State may, in its sole discretion, terminate this Agreement for cause and all of

its obligations under this Agreement if any of the following occurs:

3.3.1.1 The Subrecipient fails to begin expenditure of award funds;

3.3.1.2 The Subrecipient fails to meet the conditions and obligations specified under this Agreement, including a material failure to comply with the Period of Performance in Section 3.2 even if it is beyond the reasonable control of the Subrecipient.

3.3.1.3 The State, USDOT, or FHWA, may terminate this Agreement for convenience if, in their sole discretion, they determine that termination of this Agreement is in the public interest. Costs incurred by the Subrecipient as a result of a termination for convenience by the State or FHWA may be included in the Subrecipient's claim for compensation.

3.3.1.4 The Subrecipient abandons the Project during any phase (planning, design, construction, etc.). The State may demand the return of all funds or the remaining funds, at its own discretion.

3.3.2 In the event the Subrecipient terminates the Agreement, the State in its discretion will determine compensation, if any, to be paid.

3.3.3 This Agreement terminates on Project Closeout.

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**



- 3.4 Fund Liquidation, Adjustment, and Cancellation.
 - 3.4.1 The Subrecipient shall liquidate all obligations under this award not later than 90 days after the Period of Performance that is listed in section 3.2.
 - 3.4.2 Liquidation and adjustment of funds under this Agreement follow the requirements of 2 C.F.R. §§ 200.343–.345.
- 3.5 The Project shall not be sold, assigned or ownership transferred without the consent of the State. In the event the Project is sold to a non-public entity for a non-public use or any use inconsistent with the terms of this Agreement, this Agreement shall be deemed terminated and the State shall be reimbursed for all money paid.
- 3.6 The Subrecipient shall not proceed with any work on the Project (“Project Work”) for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all Project Costs incurred by the Subrecipient prior to the execution of this Agreement by all parties shall be non-participating by the State and FHWA.
- 3.7 Subrecipient will ensure that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies.
- 3.8 Recipient shall solicit proposals for all work on the Project in accordance with the Brooks Act of 1972 (40 U.S.C.A. Ch. 11), 2 C.F.R. §§ 200.317-.326, and all applicable federal and state laws, rules and regulations. All contracts entered into under this Agreement must contain the applicable provisions described in 2 C.F.R. Part 200, App. II—Contract Provisions for non–Federal Entity Contracts under Federal Awards. All design solicitations and construction bid solicitations by the Subrecipient must include the following language: "Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.3 et seq., and as such, contractors are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of language in New Jersey's Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.3 et seq. and N.J.S.A. 19:44A-20.25 et seq., will not adversely affect your consideration for award."

4. Plans and Specifications

- 4.1 Subrecipient shall prepare, or have prepared, if required by the State, environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the NJDOT Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design of traffic barriers and drainage systems shall conform to the NJDOT and the current version

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of the NJDOT Roadway Design Manual in effect at the time this agreement is executed. All workmanship and materials shall conform to the Standard Specifications. If there is a deviation from these standards, the Subrecipient shall notify the State in writing of any deviation from the standards and shall accept any and all responsibility for any injury and damage by such deviation to any person or property and shall indemnify the State as outlined in this Agreement. A Design Exception shall be executed when it can be documented to the State's satisfaction that a lesser design value is the best practical alternative. The factors to be considered when determining if a lesser design value should be elected shall include social economic and environmental impacts together with safe and efficient traffic operations.

4.2 Approval for the Design Exception shall be based upon Division of Local Aid and Economic Development Policy Number 005.00 as follows:

4.2.1 All Design Exceptions for Local Aid projects on non-National Highways System (non-NHS) roadways must be prepared by a licensed professional engineer in the State of New Jersey and approved by the sponsor via a design exception certification.

4.2.2 Projects that are on NHS roads must follow the procedure outlined in the NJDOT Design Exception manual including approval by the Director of Design Services and the Federal Highway Administration.

4.2.3 The above applies regardless of funding source. The State shall notify Subrecipient when the Project is acceptable for bidding.

4.3 For reimbursement of allowable costs, Project limits cannot be exceeded, plans and specifications altered, construction change orders issued, or items added or deleted from Project without prior written approval of the State.

5. Projects Eligible for Funding Under this Agreement

5.1 Right of Way Acquisition Projects

5.1.1 Subrecipient shall acquire Right of Way parcels in accordance with applicable federal and state requirements, including, but not limited to, 49 C.F.R. Part 24, 23 C.F.R. § 710.203, N.J.S.A. 20:4-1 et seq., the NJDOT Right of Way Acquisition Manual and the NJDOT.

5.1.2 Subrecipient shall be responsible for preparing all maps and other documents required by the NJDOT Right of Way Acquisition Manual and Right of Way Engineering Manual.

5.1.3 Eligible costs for Right of Way acquisition projects shall include:

5.1.3.1 Cost of real property which shall be based on the actual purchase price of the parcel or easement, after negotiating a purchase agreement, or the just compensation amount as determined by a court, and

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5.1.3.2 Associated direct costs of acquisition including appraisal fees, cost estimates, Right of Way plan preparation, title work, cost to acquire real property, cost of administrative settlements, relocations, and damages pursuant to 23 C.F.R. § 710.203.

5.1.4 Any amount paid to the Subrecipient under this Agreement for a parcel or easement that is later declared to be in excess and sold, may be recovered by the State.

5.2 Design Projects

5.2.1 Subrecipient warrants that the engineering services shall be performed or approved by an engineer licensed by the State of New Jersey Board of Professional Engineers and Land Surveyors to practice in the State of New Jersey.

5.2.2 Subrecipient covenants that Design Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies including applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the NJDOT Bicycle Compatible Roadway and Bikeways Planning and Design Guideline.

5.2.2.1 Certain projects shall require the pre-approval of the State, prior to the design phase, as to the applicable standards that apply, as follows:

5.2.2.1.1 Transportation projects other than roads and bridges,

5.2.2.1.2 Projects that intersect State highways,

5.2.2.1.3 Projects with railroad crossings within the project limits or 1000 feet outside the project limits, or

5.2.2.1.4 Projects with railroad crossings outside the project limits where the project could impact traffic flow across the railroad crossing.

5.2.3 Subrecipient shall prepare, or have prepared any necessary environmental documents, engineering documents, plans, specifications and estimates for the Project as required by Section 5.2 of this Agreement

5.2.4 The Subrecipient shall not proceed with any Design Work for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all Project Costs incurred by the Subrecipient prior to the execution of this Agreement by all parties shall be non-participating by the State and FHWA.

5.2.5 Subrecipient shall submit to the State documentation of the consultant selection process or use of in-house forces and final negotiated consultant cost proposal. In order to use in-house staff for design work, Subrecipient must allow the State to review its project accounting systems and be cost-basis approved by the State.

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- 5.2.6 If Subrecipient is not performing design work in-house, Subrecipient shall solicit proposals in accordance with Section 3.8 of this Agreement. Upon receipt of proposals from responsible design consultants, Subrecipient shall select professional services based upon qualifications and shall furnish the name of such consultant to the State for concurrence. Subrecipient agrees not to contract with any consultant to whom the State has made a reasonable and timely objection.
- 5.2.7 If the design consultant is to be retained for construction engineering purposes during the construction phase, contracts with design consultants shall include stipulations on retaining the designer for that purpose during which the negotiated cost of the construction engineering activity should be part of the construction contract.
- 5.2.8 Subrecipient or its consultant shall be required to submit a design schedule to the State which should include, at a minimum, the submission dates for Project plans and descriptions for NEPA determination, environmental screening, environmental permits/approvals, preliminary plans specifications, and estimate, and for the funding authorization request package.
- 5.2.9 Funds for design work shall be authorized by the State once the design authorization submission has been approved. Within ten years of the date of design authorization, the Project must be awarded to a construction contractor. Failure to comply with the requirements of this provision will result in the recovery of all funds previously expended.
- 5.2.10 Subrecipient agrees that all pedestrian facilities shall be designed to provide safe and easy accessibility for all users. These facilities shall comply with the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, 28 C.F.R. § 35.151(e), and the current version of the NJDOT Roadway Design Manual in effect at the time this agreement is executed.
- 5.2.11 Subrecipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual, eligible costs and for no other purpose. Subrecipient agrees that it shall provide to the State, upon demand and at no cost to the State, such documentation as will enable the State to determine that the proceeds of the Project Fund have been applied solely to Project Costs.
- 5.2.12 When the Subrecipient considers the design work to be finally complete, Subrecipient shall request that the State's representative make a final review of the plans, specifications and estimate. If it is determined, after such review, that the design work has been completed in accordance with all applicable laws and requirements, Subrecipient shall submit a final invoice to the State and the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project design work.

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5.3 Construction Projects

- 5.3.1 Subrecipient shall complete or cause the completion of Project Work in accordance with the plans and specifications approved by the State.
- 5.3.2 Subrecipient covenants that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies. Subrecipient shall obtain all permits and licenses necessary to complete Project Work prior to federal authorization.
- 5.3.3 The Subrecipient shall not advertise the project until federal authorization for the Project is obtained and the State provides written authorization to proceed.
- 5.3.4 Subrecipient shall not proceed with any Project Work for which reimbursement shall be sought without the written authorization of the State.
- 5.3.5 Subrecipient shall solicit bids for the work in accordance with Section 3.8 of this Agreement. The Subrecipient shall advertise the project within sixty (60) days of the State's authorization of funds and must award the project within six months of authorization of funds. Upon receipt of bids from responsible contractors, Subrecipient shall select the contractor submitting the lowest responsive bid. Within thirty (30) days of the award of the contract, the Subrecipient shall submit:
 - 5.3.5.1 One copy of the summary of construction bids showing all bid quantities, unit prices, and amounts for the construction of pay items, and
 - 5.3.5.2 A fully executed and sealed resolution awarding the contract to the lowest responsible bidder, which shall be subject to the approval of the State.
 - 5.3.5.3 Once the State has received all of the information listed above, it shall notify Subrecipient in writing whether it has been approved. Subrecipient agrees not to contract with any contractor to whom the State has made a reasonable and timely objection.
- 5.3.6 Subrecipient shall submit to the State documentation of the consultant selection process or use of in-house forces and final negotiated consultant cost proposal. The use of in-house staff is permitted but is subject to the approval of the State. In order to use in-house staff for design work, Subrecipient must allow the State to review its project accounting systems and be cost-basis approved by the State.
- 5.3.7 If Subrecipient is not performing construction inspection work in-house, Subrecipient shall solicit proposals in accordance with section 3.8 of this Agreement. Upon receipt of proposals from responsible consultants, Subrecipient shall select professional services based upon qualifications and shall furnish the name of such consultant to the State for concurrence. Subrecipient agrees not to contract with any consultant to whom the State has made a reasonable and timely objection.

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- 5.3.8 Subrecipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual, eligible Project Costs and for no other purpose. Subrecipient agrees that it shall provide to the State, upon demand and at no cost to the State, such documentation as will enable the State to determine that the proceeds of the Project Fund have been applied solely to Project Costs.
- 5.3.9 Upon written request of the State, the Subrecipient shall cause its contractor to provide payment and performance bonds in an amount equal to 100% of the cost of the Project Work. A surety company satisfactory to the State and qualified to do business in the State of New Jersey shall execute such bonds. Copies of all bonds shall be delivered to the State upon request. Only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State shall furnish the surety bonds. Payment and performance bonds shall be part of the contract standard items. Performance and/or Payment bonds shall be billed to the State upon award of contract.
- 5.3.10 Subrecipient agrees that it will cause its contractor to comply with the FHWA's Buy America policies that require a domestic manufacturing process for all steel or iron products that are permanently incorporated in a Federal-aid highway construction project pursuant to 23 U.S.C.A. § 313 and 23 C.F.R. § 635.410; comply with the current NJDOT Standard Roadway Specifications, and the current version of the NJDOT Construction Procedures Handbook. Buy America requirements apply to products installed permanently by utility companies for all contracts within the scope of the NEPA determination regardless of whether the contract uses FHWA funding. Subrecipient agrees that it shall cause its contractor to comply with Federal ADA requirements. All pedestrian facilities constructed or reconstructed shall provide safe and easy accessibility for all users. These facilities shall comply with the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973 and 28 C.F.R. § 35.151(e) and the current version of the NJDOT Roadway Design Manual in effect at the time this agreement is executed. Failure to comply may result in the loss of projects funds.
- 5.3.11 The Subrecipient agrees that it will ensure its contractors are aware of and are in compliance with 31 U.S.C.A. § 1352 prior to execution of any agreement in order to remain eligible for Federal funds.
- 5.3.12 When Subrecipient considers the Project to be finally complete, Subrecipient shall request that the State's representative make a final inspection of the Project. If it is determined, after such inspection, that the Project has been completed in accordance with the plans and specifications, Subrecipient shall prepare and submit to the State a certification that the final inspection has been made and the cost of the Project has actually been incurred in accordance with the provisions of the Agreement. Upon receipt, the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund

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and the Project. The State will monitor maintenance of completed Project by the Subrecipient. Failure to maintain Project will result in the withholding of funds payable to the Subrecipient on other State funded programs.

- 5.3.13 The Subrecipient must designate a person in Responsible Charge who is a full time employee of the agency as per 23 C.F.R. § 635.105. The person in "Responsible Charge" of LPA administered projects need not be an engineer. This requirement applies even when consultants are providing construction engineering services. This person may share duties, but is expected to be able to perform the following duties and functions:
- 5.3.13.1 Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - 5.3.13.2 Maintains familiarity of day to day project operations, including project safety issues;
 - 5.3.13.3 Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - 5.3.13.4 Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the project;
 - 5.3.13.5 Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse; and;
 - 5.3.13.6 Directs Project staff, agency or consultant, to carry out Project Administration and Contract Oversight, including proper documentation.
 - 5.3.13.7 Is aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the Project.
- 5.3.14 In addition to adhering to the requirements specifically set forth in this Agreement, Subrecipient agrees that it will cause its contractor to comply with the United States Department of Transportation's (USDOT)/FHWA's official Disadvantaged Business Enterprises (DBE) Program Guidance, including that all contract bidders/offerors submit DBE subcontractor information and/or good faith efforts, either at the time of bid (responsiveness) or within 5 days of bid (responsibility). Guidance with regard to the DBE program can be found on the USDOT and FHWA Civil Rights' websites.

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6. Insurance

- 6.1 Subrecipient shall maintain or cause to be maintained:
- 6.1.1 General Comprehensive Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit plus \$1,000,000.00 in an umbrella policy. This insurance shall specifically provide for coverage of the State as an additional insured and shall provide for coverage at least as broad as the standard, basic un-amended commercial general liability policy and shall be endorsed to include broad form contractual liability coverage, independent contractor's coverage and completed operations coverage.
 - 6.1.2 Automobile Liability Insurance in the minimum amount of \$1,000,000.00.
 - 6.1.3 Workers Compensation Insurance in the amount required by law.
- 6.2 A copy of each insurance policy shall be made available to the State upon request.
- 6.3 Subrecipient shall cause to be maintained Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect against liabilities arising out of professional obligations performed pursuant to the requirements of this Agreement. This insurance shall be in the minimum amount of \$1,000,000.00
- 6.4 Subrecipient expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the obligations assumed by Subrecipient pursuant to this Agreement and shall not be construed to relieve Subrecipient of liability in excess of such coverage, nor shall it preclude the State from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

7. Disbursement of Project Fund

- 7.1 It is agreed that any and all Project Costs incurred by the Subrecipient prior to the execution of this Agreement by all parties shall be non-participating by the State and FHWA.
- 7.2 The State shall disburse monies from the Project Fund to Subrecipient in order to reimburse actual, eligible costs associated with Project Work in accordance with the terms and conditions of this Agreement. Only those costs specifically enumerated in the Project Scope of Work and Cost Estimate. Nothing contained herein shall impose upon the State any obligation to ensure the proper application of the monies paid to Subrecipient from the Project Fund. Furthermore, nothing contained herein shall impose any obligation upon the State to pay to Subrecipient any monies in excess of the Project Fund. The Subrecipient shall reimburse its consultants/contractors for allowable expenses after the receipt of properly prepared payment vouchers as outlined in Section 7.5 of this Agreement. All monies shall be subject to appropriations and availability of funds.
- 7.3 The Agreement may be adjusted and/or modified unilaterally by the State to reflect the Project Costs in accordance with 23 C.F.R. § 630.106.

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- 7.4 The final eligible costs incurred by the Subrecipient during the Project may be reimbursed by the State, subject to prior written approval, the availability of funds, and at the State's sole discretion.

7.5 **Payment Vouchers**

- 7.5.1 Subrecipient shall prepare and submit payment vouchers for payment for approval by the State within three (3) months of initial billing by the contractor or design consultant, or six (6) months from award, whichever is first. Payment vouchers may be submitted as frequently as every month at most but are required at least quarterly.
- 7.5.2 If Subrecipient does not comply with the aforementioned time periods for submitting payment vouchers, the State may determine that the Project is deemed "inactive" and, as a result, Project funds may be withdrawn by the State. The Project may also be determined inactive, at the discretion of the State, for the following reasons: failure to provide billing for eligible costs within 12 months from the initial authorization or a preceding bill, the failure to perform work properly, failure to complete the project as proposed, failure to properly submit or complete the close out documents, or any reason that the State may determine based upon the Project status and remaining work to be performed. The payment vouchers shall state, with proper documentation, the amounts due to the Subrecipient for actual, eligible costs incurred in connection with the Project. The Subrecipient shall maintain a complete set of time sheets, records and accounts to identify eligible salaries, fringe benefits, leave, and non-salary direct expenses incurred in support of the Project, as well as material records, certifications, and as-built quantities.
- 7.5.3 The parties agree that the State has sole discretion to modify the initial Agreement amount to reflect the actual, eligible costs for the Project work at the time of the award concurrence.
- 7.5.4 Progress Reports will accompany all payment vouchers and shall include:
- 7.5.4.1 A narrative description of work performed during the payment period and any difficulties or delays encountered;
 - 7.5.4.2 A comparison of actual accomplishments to the goals established for the payment period;
 - 7.5.4.3 A comparison, by tasks, of costs incurred with amounts budgeted, and;
 - 7.5.4.4 A comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.

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7.5.4.5 Copies of contract compliance documents as completed for the voucher payment period by the Resident Engineer that is designated by the Subrecipient, a complete set of which shall be furnished by the State at kickoff and/or preconstruction meetings.

7.5.5 The State shall review and verify such payment vouchers for payment and remunerate the Subrecipient for direct and indirect costs incurred up to a maximum Project approved budget for satisfactorily completing the Project.

7.6 Partial Payments

7.6.1 The State shall make partial payments to the Subrecipient toward the actual, eligible costs for the Project Work upon the receipt of properly drawn payment voucher for a percentage of work completed on the Project during the period as shown on the accompanying progress report. Where there is a disagreement between the State and the Subrecipient concerning the percentage of work completed during any given period, that dispute shall be resolved in accordance with Paragraph 22.3 of this Agreement.

7.6.2 Subrecipient may submit payment vouchers totaling up to 90% of the lesser of either the authorized amount or the amount eligible for State funding participation. Subrecipient shall submit a final payment voucher, within six months of final inspection, along with any necessary close out documents, for reimbursement of the remaining 10%, following receipt of written final acceptance of the Project by the State.

7.6.3 If the Subrecipient was found to be in good standing and compliance with the terms this Agreement, the Subrecipient can request compensation of a portion of the funds that were held as per Section 7.6.2 after a satisfactory final inspection by NJDOT and prior to the submittal of the final Payment voucher. Good standing can be defined as maintaining eligibility assessment, invoicing at a minimum of a quarterly basis, and receiving satisfactory reviews with regard to compliance with construction oversight inspections. This payment request will be accepted and processed at the sole discretion of the NJDOT.

7.7 Consultants and Contractors

7.7.1 The Subrecipient shall remain responsible for satisfactory performance of all work.

7.7.2 All work performed by consultant, contractors and subcontractors on the Project shall be treated as being performed by the Subrecipient.

7.7.3 Subrecipient will be paid the actual, eligible costs for the work of each contractor and consultant. The actual, eligible costs shall be considered full compensation for all costs incurred by the Subrecipient relative to the work performed by each

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contractor and consultant. Payment of the actual, eligible costs shall be made on monthly or quarterly payment vouchers submitted by the Subrecipient based upon the percentage of the contracted work completed as shown in the Subrecipient's monthly progress reports.

- 7.7.4 Subrecipient shall require its contractors and consultants to comply with the applicable cost principles set forth in this Section and the requirements of Section 12 below by placing equivalent provisions in their contracts.
- 7.7.5 Subrecipient shall require all subcontracting be performed in accordance with the Standard Specifications and 23 C.F.R. § 635.116.

8. Conflict of Interest

- 8.1 All FHWA Federal Aid Highway Program (FAHP) funds provided for locally administered projects must pass through NJDOT pursuant to 23 C.F.R §172.5. NJDOT, as the grant recipient, is responsible for ensuring the Subrecipient complies with Federal requirements. This includes ensuring sufficient controls are in place to protect the public's interest against fraud, waste, and abuse of taxpayer resources.
- 8.2 Federal requirements and FHWA policies do not expressly prohibit the use of the same consulting firm for design and construction inspection services on the same project. However, the use of the same firm for design and inspection may present potential conflicts of interest that provide opportunities that benefit the consulting engineering firm and not the Subrecipient. A consulting firm performing construction inspection services for the same federal-aid project that the firm also designed provides the firm an opportunity to influence or affect decisions on scope changes; design changes; construction revisions; contract change orders; and related issues. A firm may have a vested financial interest in failing to disclose deficiencies in its design work during construction, such as minimizing or ignoring design errors and omissions rather than serving the best interest of the public. Using a different firm for construction inspection provides an additional level of review and reduces the risk for potential conflicts of interest. Prior to allowing a consulting firm to provide services on subsequent phases of the same project, the Subrecipient must establish appropriate compensating controls in the form of policies, procedures, practices, and other safeguards to ensure a conflict of interest does not occur in the procurement, management, and administration of consultant services as specified in 23 CFR 172.7(b)(4).

9. Liquidated Damages

- 9.1 Liquidated damages must be specified for all federally funded projects. Liquidated Damages are defined as the daily amount set forth in the contract to be deducted from the contract price to cover damages to the State and the Subrecipient as a result of the contractor's failure to complete work within the specified Contract Time. The amount of liquidated damages set forth in all contracts pursuant to this Agreement shall take into account the Subrecipient's estimated costs incurred as well as road user costs. Liquidated damages must be assessed by the Subrecipient in accordance with the Standard

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Specifications. Failure to assess liquidated damages by the Subrecipient in accordance with the Standard Specifications, contract bid documents, and federal requirements may result in the loss of federal participation of funds.

- 9.2 Contract time extensions will only be granted for excusable delays specified in the Standard Specifications. Contract time extensions must be submitted and approved by Change Order as the project progresses and at the time an excusable delay occurs in accordance with the Standard Specifications.

10. Audit Requirements

- 10.1 The Subrecipient shall provide the State with a fiscal year, organization-wide audit that has been conducted in accordance with the requirements of OMB "Supercircular" 2 C.F.R. Part 200, Audits of States, Local Governments, and Non-Profit Organizations, and State Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. If the Subrecipient is to contract with a commercial organization they must follow 48 C.F.R. § 31.2, "Contracts with Commercial Organizations." The Subrecipient shall ensure that the State receives the audit within the prescribed submission period and that this Agreement is listed on the appropriate Schedule of Financial Assistance.
- 10.2 The State, or its agents, shall be entitled to perform an audit at the following times:
- 10.2.1 At any time during the performance of work set forth in this Agreement.
- 10.2.2 During a period of up to three (3) years after either the date of payment of the Final Invoice or a date mutually agreed to by the parties.
- 10.2.3 The Subrecipient acknowledges that changes in payment due the Subrecipient resulting from audits performed by the State shall be made as follows:
- 10.2.3.1 In the event of overpayment by the State, the Subrecipient shall refund the amount of such overpayment within thirty (30) days of the request by the State. In the event the Subrecipient fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Subrecipient under the terms of this Agreement or any other agreement between the State and the Subrecipient. Furthermore, the Subrecipient expressly understands and agrees that the provisions of this Section shall in no way be construed to relieve the Subrecipient from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this section shall survive the expiration or termination of the Agreement.
- 10.2.3.2 In the event of underpayment by the State, the State shall pay sufficient funds to the Subrecipient to correct the underpayment as soon as is practicable.

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10.3 The Subrecipient shall include in the Final Invoice the following release clause:

“In consideration of the requested payment of this Final Invoice, the [Subrecipient] hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from work done or services performed under this Agreement.”

10.4 Payment to the Subrecipient for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the Subrecipient to underpayments based upon adjustments disclosed by said audits.

11. Inspection

Subrecipient shall permit the State or any authorized representative, free access to the Project with the right to examine, visit and inspect, at any reasonable time, all work completed or in progress, labor performed and materials furnished in connection with the Project as well as Subrecipient's accounts, books and records, including its receipts, disbursements, contracts and any other matters relating thereto. Subrecipient shall supply such reports and information as the State shall reasonably request. All accounts, books, records and other documents related to the Project shall be retained by Subrecipient for a period of three (3) years after final payment is received from the State.

12. Indemnification

Subrecipient shall indemnify, defend, protect and hold harmless the State of New Jersey and its agents, servants and employees from and against any and all liability, fines, suits, claims, demands and actions, costs and reasonable expenses of any kind or nature or by anyone whomsoever, including, but not limited to, claims for personal injury, wrongful death, property damage and contractual liability due to or arising in any way out of the performance of any services, actions or operations in connection with the Project or any breach of this Agreement unless caused solely by the gross negligence or default of the State or its agents, servants or employees; provided, however, that the State shall give Subrecipient prompt notice thereof. If Subrecipient shall be required to defend in any action or proceeding pursuant to this Section to which action or proceeding the State is made a party, the State shall be entitled to participate in the matter, at its election and sole cost; provided, however, that any such action by the State does not limit or make void any liability of Subrecipient in respect to the claim or matter in question.

13. No Personal Liability

Notwithstanding anything to the contrary contained herein, the parties hereto specifically understand and agree that there shall be no personal liability imposed on the officers, employees or agents of Subrecipient or the State with respect to any of the covenants or conditions of this Agreement.

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14. Equal Opportunity

- 14.1 The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq. (PL 1975, c 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon them.
- 14.2 During the performance of this contract, the Contractor agrees as follows:
- 14.2.1 The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Division of Civil Rights/Affirmative Action setting forth provisions of this nondiscrimination clause;
- 14.2.2 The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- 14.2.3 The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Division of Civil Rights/Affirmative Action, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 14.2.4 In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

**New Jersey Department of Transportation
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Federal Aid Cost Reimbursement Agreement**



- 14.2.5 No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- 14.2.6 There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- 14.2.7 This contract may be canceled or terminated by the contracting Public Agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.
- 14.2.8 The notices referred to in Sections 14.2.1 and 14.2.3 may be obtained at the preconstruction conference.

15. Nondiscrimination

Subrecipient hereby agrees that it will comply with Title VI of the 1964 Civil Rights Act (the "Act") and related statutes and implementing regulations to the end that no person shall on the grounds of race, color, national origin, handicap, age, sex, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Project covered by this Agreement and, further Subrecipient agrees that:

- 15.1 It will insert the nondiscrimination notice required by the Standard Department of Transportation Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for work or material, and, in adapted form, in all proposals for negotiated agreements.
- 15.2 It will insert the clauses in Appendixes A, B or C of DOT Order 1050.2 as appropriate, in all contracts, deeds transferring real property, structures, or improvements thereon or interest therein (as a covenant running with the land) and in future deeds, leases, permits, licenses, and similar agreements, related to this Project, entered into by the Subrecipient with other parties.
- 15.3 It will comply with, and cooperate with, FHWA in ensuring compliance with the terms of the standard Title VI Assurance, the act and related statutes, and implementing regulations.

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16. Disadvantaged Business Enterprises

Subrecipient hereby agrees to the following statements and agrees that these statements shall be included in all subsequent agreements between Subrecipient and any contractor:

- 16.1 It is the policy of NJDOT that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26; Titles I & V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA); the Transportation Equity Act for the 21st Century (TEA-21); and Section V, Part B below, shall have equal opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 C.F.R., § 26(A), (C), and (F) apply to this Agreement.
- 16.2 The Subrecipient and its Contractor agree that Disadvantaged Business Enterprises, as defined in 49 C.F.R. § 26(A); and in the ISTEA and the TEA-21, and Section V, Part B below, have equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the NJDOT and all Contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 26 to ensure that Disadvantaged Businesses are given equal opportunity to compete for and to perform on NJDOT federally funded contracts. The NJDOT and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of USDOT assisted contracts.

17. No Oral Modifications

- 17.1 This Agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
- 17.2 The Subrecipient shall request State approval for any task or line item budget revision deemed necessary to carry out the Project. The Subrecipient shall submit the request in writing to the State. The State shall provide written authorization to the Subrecipient if the request is by the State and the applicable funding agency.

18. Notices and Demands

- 18.1 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement must be in writing.
- 18.2 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be deemed to have been properly given or served by depositing the same in the United States mail, postpaid and registered or certified, return receipt requested, or by Federal Express or similar service providing receipt against delivery, as follows:

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**



If to the State:

Laine Rankin
Assistant Commissioner
Local Resources & Community Development
State of New Jersey Department of Transportation
1035 Parkway Avenue
Trenton, New Jersey 08625

Or the designated District Office, Division of Local Aid and Economic Development, serving the area of the Sub-recipient:

District 1 -

Roxbury Corporate Center
200 Stierli Court
Mount Arlington, NJ 07856
Phone: (973) 601-6700
Fax: (973) 601-6709
Morris, Passaic,
Sussex and Warren

District 2 -

153 Halsey Street - 5th floor
Newark, NJ 07102
Phone: (973) 877-1500
Fax: (973) 648-4547
Bergen, Essex, Hudson,
and Union

District 3 -

1035 Parkway Avenue
Trenton, NJ 08625
Phone: (732) 625-4290
Fax (609) 530-8044
Hunterdon, Middlesex, Mercer,
Monmouth, Ocean and Somerset

District 4 -

1 Executive Campus
Route 70 West, 3rd Floor
Cherry Hill, NJ 08002
Phone: (856) 486-6618
Fax (856) 486-6771
Atlantic, Burlington, Camden, Cape May,
Cumberland, Gloucester and Salem

If to Subrecipient:

Ms. Zayibeth Carballo,
Assistant Township Engineer
Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052

This section does not apply to legal notices required by law or Court Rules.

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**



19. Partial Invalidity

To the extent that the intent and underlying purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.

20. Further Assurances

The parties agree to cooperate with each other and to execute and deliver such further documents and assurances as may be necessary to carry out the purpose of this Agreement.

21. Subject to FHWA Regulations

Notwithstanding anything contained herein to the contrary, so long as the Project is being financed out of proceeds from the Project Fund, this Agreement and the obligations of the parties hereunder are subject to the rules and regulations promulgated by the FHWA.

22. Entire Agreement; Counterparts; Disputes

- 22.1 This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior understandings and agreements, oral or written, between the parties respecting the subject matter hereof.
- 22.2 This Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original and all of which together shall constitute one and the same Agreement.
- 22.3 In the event a dispute arises concerning the meaning of any term used in this Agreement, or the work and services required to be performed under this Agreement, or as to compensation under this Agreement, the dispute shall be decided by the Commissioner of Transportation or his duly authorized representative.

23. Choice of Law

This Agreement is being executed and is intended to be performed in the State of New Jersey and shall be governed in all respects by the laws of the State of New Jersey.

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**



24. Resolution

The Subrecipient shall supply the necessary resolution authorizing the Subrecipient to enter into this Agreement and this Agreement shall not become binding on either party until it is executed by the Commissioner of Transportation or the Commissioner's designee.

25. APPENDIX A - Non Discrimination - Regulations of the Department of Transportation relative to pursuant to N.J.S.A. 10:5-31 et seq. are attached hereto and made a part of this Agreement.

26. APPENDIX B - Certification of Subrecipient is attached hereto and made a part of this Agreement.

27. APPENDIX C - Certification of New Jersey Department of Transportation is attached hereto and made a part of this Agreement.

28. APPENDIX D - NJDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.

29. APPENDIX E - Certification of Subrecipient Eligibility is attached hereto and made a part of this Agreement.

30. APPENDIX F - Americans with Disabilities Act is attached hereto and made part of this Agreement.

31. APPENDIX G – Project Scope of Work is attached hereto and made a part of this Agreement.

32. APPENDIX H – Project Cost Estimate is attached hereto and made a part of this Agreement.

March 2022

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**



IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to duly execute this Agreement on and as of the day and year first above written.

Project: West Orange Safe Routes to School Project

Municipality: West Orange Town Township, County: Essex County

Agreement Number: 2024-DT-DLA-520

Federal Project Number: D00S734

ATTEST/WITNESSED/AFFIX SEAL: SUBRECIPIENT(LPA)

Name: Date
Title

By:_____
Name: Date
Title

ATTEST/WITNESSED/AFFIX SEAL: NEW JERSEY DEPARTMENT OF
TRANSPORTATION

Anika James Date
Department Secretary, New Jersey
Department of Transportation

By:_____
Deval Desai Date
Director,
Local Aid & Economic Development

THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM

ATTORNEY GENERAL OF NEW JERSEY
MATTHEW J. PLATKIN

**See DAG e-Signature
Next page**

By:_____
Brad M. Reiter
Deputy Attorney General

Date

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**

**APPENDIX A****NONDISCRIMINATION**

During the performance of this Agreement, the SUBRECIPIENT, for itself, its assignees and successors in interest hereinafter referred to as the SUBRECIPIENT, agrees as follows:

1. Compliance with Regulations: The SUBRECIPIENT will comply with Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21 through Appendix H, and Title 23C.F.R. § 710.405(b), hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.
2. Nondiscrimination: The SUBRECIPIENT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SUBRECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the SUBRECIPIENT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the SUBRECIPIENT of the SUBRECIPIENT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.
4. Information and Reports: The SUBRECIPIENT will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the SUBRECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the SUBRECIPIENT shall so certify to the STATE or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the SUBRECIPIENT'S noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such sanctions as are appropriate and available under the laws of the STATE.
6. (a)Withholding of payments to the SUBRECIPIENT under the contract until the SUBRECIPIENT complies, and/or
7. (b)Cancellation, termination, or suspension of the contract, in whole or in part.

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**



8. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.
9. The SUBRECIPIENT agrees to ensure that Disadvantaged Business Enterprises (DBE's) as defined in 49 C.F.R., Part 23 and FTA Circular 4716.1A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.
10. If at any time following the execution of this Agreement, the SUBRECIPIENT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the SUBRECIPIENT shall:
 - (a) Notify the Project initiator, in writing, of the type and approximate value of the work which the SUBRECIPIENT intends to accomplish by such subcontract, purchase order or lease.
 - (b) Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.
11. Incorporation of Provisions: The SUBRECIPIENT will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**



APPENDIX B

CERTIFICATION OF SUBRECIPIENT

In executing the Agreement the SUBRECIPIENT'S signatory certifies on behalf of the SUBRECIPIENT that neither he, nor any other officer, agent or employee of the SUBRECIPIENT has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for him or the SUBRECIPIENT) to solicit or secure this Agreement.
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for him or the SUBRECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

The Subrecipient shall expressly state any exceptions in a disclosure letter to the STATE which shall accompany the Agreement after execution by the SUBRECIPIENT on submission to the Commissioner or his designee for execution.

The SUBRECIPIENT acknowledges that this certificate furnished to the STATE and which may be furnished to the U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**



APPENDIX C

CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION

In executing the Agreement the STATE'S signatory certifies that to the best of his knowledge, the SUBRECIPIENT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**



APPENDIX D

NJDOT CODE OF ETHICS FOR VENDORS

1. No vendor* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the SUBRECIPIENT in the discharge of his or her official duties. In addition, employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

NOTE: This section would permit an NJDOT employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example - coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.
7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with NJDOT.

Adopted on the 16th day of December, 1987

**New Jersey Department of Transportation
Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**



APPENDIX E

CERTIFICATION OF SUBRECIPIENT ELIGIBILITY

I _____ hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal, Project director, manager, auditor, or any position involving the administration of State funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, State or local government agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, State or local government agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

(Insert exceptions - for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Attest:

SUBRECIPIENT

Name/Title

Name/Title

Date: _____



APPENDIX F

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities.

The SUBRECIPIENT and the STATE do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the SUBRECIPIENT agrees that the performance shall be in strict compliance with the Act. In the event that the SUBRECIPIENT, its agents, servants, employees, or sub consultants violate or are alleged to have violated the Act during the performance of this contract, the SUBRECIPIENT shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The SUBRECIPIENT shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The SUBRECIPIENT shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith.

In any and all complaints brought pursuant to the STATE'S grievance procedure, the SUBRECIPIENT agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the SUBRECIPIENT shall satisfy and discharge the same at its own expense.

The STATE shall, as soon as practicable after a claim has been made against it, give written notice thereof to the SUBRECIPIENT along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the SUBRECIPIENT every demand, complaint, notice, summons, pleading, or other process received by the STATE or its representatives.

It is expressly agreed and understood that any approval by the STATE of the services provided by the SUBRECIPIENT pursuant to this contract will not relieve the SUBRECIPIENT of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the STATE pursuant to this paragraph.

It is further agreed and understood that the STATE assumes no obligation to indemnify or save harmless the SUBRECIPIENT, its agents, servants, employees and sub consultants for any claim which may arise out of their performance of this Agreement. Furthermore, the SUBRECIPIENT expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the SUBRECIPIENT'S obligations assumed in this Agreement, nor shall they be construed to relieve the SUBRECIPIENT from any liability, nor preclude the STATE from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO REBATE PAYMENT
TO THE LISTED TAXPAYER PURSUANT TO FINAL JUDGMENT
BY THE TAX COURT OF NEW JERSEY**

WHEREAS, final judgment on tax appeals has been rendered by the Tax Court of New Jersey
on the petitions of the taxpayers listed on the attached schedule reducing the assessment.

WHEREAS, such judgment by merit of N.J.S.A. 54:3-27.2 shall be conclusive and binding upon the
municipal assessor and taxing district;

NOW, THEREFORE BE IT RESOLVED by the West Orange Township Council that the Collector
of Taxes and Treasurer of West Orange, be and they are hereby authorized, empowered and directed to
cause to be paid to the said taxpayers the sums in full and final satisfaction to tax rebates due:

ADDRESS: 622 EAGLE ROCK AVENUE					
BLOCK:	154				
LOT:	11				
	ASSESSMENT				
YEAR	ORIGINAL	JUDGMENT	DIFFERENCE	TAX RATE	AMOUNT DUE
2023	\$ 5,504,500.00	\$ 4,000,000.00	\$ 1,504,500.00	4.598	\$ 69,176.91
TOTAL					\$69,176.91
PAYABLE TO:					
ZIPP & TANNENBAUM, LLC					
280 RARITAN CENTER PARKWAY					
EDISON, NJ 08837					

ADDRESS	89 MAYFAIR DRIVE						
BLOCK	179.09						
LOT	46						
QUAL							
	ASSESSMENT						
<u>YEAR</u>	<u>ORIGINAL</u>	<u>JUDGMENT</u>	<u>DIFFERENCE</u>	<u>TAX RATE</u>	<u>TOTAL</u>	<u>PRORATED</u>	<u>AMOUNT DUE</u>
2023	\$ 336,900.00	\$ 220,900.00	\$ 116,000.00	4.598	\$ 5,333.68	8 MONTHS	\$ 3,555.77
TOTAL					\$3,555.77		
PAYABLE TO:							
CORELOGIC CENTRALIZED REFUNDS							
PO BOX 9202							
COPPELL, TX 75019							

ADDRESS	24 KINGSLEY STREET						
BLOCK	15						
LOT	38						
QUAL							
	ASSESSMENT						
<u>YEAR</u>	<u>ORIGINAL</u>	<u>JUDGMENT</u>	<u>DIFFERENCE</u>	<u>TAX RATE</u>	<u>TOTAL</u>	<u>PRORATED</u>	<u>AMOUNT DUE</u>
2022	\$ 450,000.00	\$ 200,000.00	\$ 250,000.00	4.437	\$ 11,092.50	2 MONTHS	\$ 1,848.76
2023	\$ 450,000.00	\$ 200,000.00	\$ 250,000.00	4.598	\$ 11,495.00	12 MONTHS	\$ 11,495.00
TOTAL					\$ 13,343.76		
PAYABLE TO:							
CORELOGIC CENTRALIZED REFUNDS							
PO BOX 9202							
COPPELL, TX 75019							

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

Bill Rutherford, Council President

Adopted: October 8, 2024

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

John Ditinyak, Chief Financial Officer

RESOLUTION

WHEREAS, the following charitable organization(s) have applied for a Raffle License which raffle is to be conducted within the Township of West Orange,

NOW THEREFORE, BE IT RESOLVED by the Township Council of *the Township of West Orange, that the Municipal Clerk is hereby authorized to* issue a license to conduct a raffle by the following organization (s) at the place (s) and time(s) set opposite their respective name(s):

<u>Organization</u>	<u>Type of Event/Date</u>	<u>Place</u>	<u>RL No.</u>
PBA Local 25 WO Civic Association	10.1.24 Off Premise 50/50	623 Eagle Rock Ave.	7886
St. Joseph RC Church	1.25.25, 2.22.25, 3.29.25, 4.26.25, 5.31.25, 6.28.25, 7.26.25, 8.30.25, 9.27.25, 10.25.25, 11.29.25, 12.27.25 Off Premise Cash	44 Benvenue Ave.	7887

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

Bill Rutherford
Council President

Adopted: October 8, 2024

RESOLUTION

**RESOLVING CERTAIN LITIGATION AND ACCEPTING CERTAIN PUBLIC IMPROVEMENTS,
INCLUDING THE RIGHTS OF WAY AT COLONIAL WOODS NORTH AND EXTENSION OF NANCE
ROAD AND PUBLIC EASEMENTS SHOWN ON THE FILED MAP ENTITLED
“FINAL PLAT-BLOCK 173, LOT 2AND BLOCK 172.29, LOT 40.02, COLONIAL WOODS NORTH,
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY”**

WHEREAS, RNC Developers Inc., (“Developer”) entered into a Developer’s Agreement with the Township of West Orange (“Township”) by Resolution No. 18-09 dated January 20, 2009; and

WHEREAS, a cash performance bond in the amount of \$178,620.00 was submitted to the Township by the Developer to guarantee completion of certain site improvements to be performed in accordance with the preliminary and final major subdivision approval from the Planning Board of the Township and said approval was memorialized by resolution adopted by the Board on August 7, 2003; and

WHEREAS, the Township Engineer has determined that the public improvements associated with this project have been completed; and

WHEREAS, the Township Engineer recommended a Maintenance Bond in the amount of \$117,964.44, and for the time period of two (2) years from the date of acceptance of the improvements by the Township; and

WHEREAS, the Township Engineer recommends that a payment to the Township of \$23,275.00 be accepted from the Developer to be used solely for the planting of trees that, with the consent of the respective property owners, were not planted in the development; and

WHEREAS, the Developer commenced certain litigation captioned RNC Developers Inc. v. Township of West Orange in the Superior Court of New Jersey, Law Division: Essex County, Docket No. ESX-L-1577-24 (the “Litigation”) which was settled subject to the Council approval of the terms set forth in this Resolution.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, in the County of Essex and State of New Jersey, as follows:

1. All the public improvements within the rights of way of Colonial Woods North and extension of Nance Road and public easements shown on the filed map entitled “**FINAL PLAT-BLOCK 173, LOT 2AND BLOCK 172.29, LOT 40.02, COLONIAL WOODS NORTH, TOWNSHIP OF WEST ORANGE, ESSEXCOUNTY, NEW JERSEY**” and filed in the office of the Clerk of Essex County on July 30, 2007 as Filed Map No. 4518 are, as of December 6, 2023, hereby accepted by the Township of West Orange.

2. A cash Maintenance Bond in the amount of \$117,964.44 and Tree Payment in the amount of \$23,275.00 shall be deducted from the cash bond currently held by the Township in the amount of \$178, 620.00. The Maintenance Bond will be held until December 5, 2025 in accordance with N.J.S.A. 40:55D-53(a)(2)(b).
3. Therefore, the performance bond's remaining balance of \$37,380.56 is hereby released to RNC Developers, Inc.
4. The Litigation shall be resolved by dismissal of Plaintiff's claims with prejudice and the Township's counterclaim without prejudice and the payment of \$20,000 to RNC in accordance with N.J.S.A. 40:55D-53(e)(2). The Developer asserts a balance of \$7,699.20 remains in its inspection escrow accounts. The Developer will provide cancelled checks or other documents to support it's claim to these funds. If the matter is not amicably resolved, the Court retained jurisdiction to resolve the inspection escrow amount by letter submissions.

BE IT FURTHER RESOLVED that the Township Clerk is hereby directed to transmit certified copies of this resolution to the following individuals and entities RNC Developers Inc. , Township Engineer, Chief Financial Officer, and Township Attorney.

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

Bill Rutherford, Council President

Adopted: October 29, 2024

I hereby certify funds are available from Account: _____
\$57,380.56

John Ditinyak, Chief Financial Officer

RESOLUTION

TO AUTHORIZE THE ROOFING REPAIR THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NJ COOPERATIVE FOR THE ROCK SPRING GOLF COURSE

WHEREAS, the Department of Public Works (DPW) is looking to repair the roof at Rock Spring Golf Course, for the golf cart and equipment storage garage; and

WHEREAS, as a local government unit and a member of the Educational Services Commission of NJ Cooperative (ESCNJ), can purchase such items, pursuant to the provision made in the Local Public Contracts Law N.J.S.A. 40A:11-5(2), without public advertising for such goods or services, through contracts already secured by the United States of America, the State of New Jersey, County or Municipality thereof; and

WHEREAS, the vendor Fox Fence located 417 Crooks Avenue, Clifton, NJ 07011 is under contract with Roofing repair and maintenance services, Bid ESCNJ 23/24-230, Co-op #65MCESCCPS in the amount of \$18,760.00 (see Exhibit A).

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of West Orange who hereby authorizes the Purchasing Agent, on behalf of the Township, to issue and execute a Purchase Order for \$18,760.00 to Fox Fence with funds certified available by the Chief Financial Officer.

Karen J. Carnevale, Municipal Clerk

Bill Rutherford, Council President

Adopted: October 8, 2024

I hereby certify funds available: Account No. 03-2661-21-0400-110

John C. Ditinyak, Chief Financial Officer

Exhibit “a”



All types of Gates, Manual & Electric
Steel Bollards with Plastic Covers
Aluminum & steel Ornamental Fence
Tennis Court Fence & Screening
Baseball Backstops
Trash Enclosures

DOT Chain Link Fence
Turnstiles, Manual & Electric
Highway Guardrail, Steel or Timber
PVC-Vinyl Fence, All colors
High Rise Railing
Wood Fence

New Jersey State Approved Co-op #65MCESCCPS
NJ Contractors License No. 13VH02534400
ESCNJ 20/21-37 Fencing Purchase Installation and Repair
Roofing Repair and Maintenance Services- Bid #ESCNJ 23/24-230
US Homeland Security Approved Fence Contractor (TWIC)

September 13, 2024
West Orange DPW
25 Lakeside Ave
West Orange NJ
Phone: 973 725 8774
Email: Lou Reynolds LReynolds@westorange.org

Job Site: 345 Northfield Ave
West Orange NJ

Description:

Scope of work for roof repair
Remove existing water damaged roof material
Replace water damaged plywood substrate
Install underlayment felt barrier for moisture protection
Install roof shingles to match existing product as best as possible.
Install dip edge prior shingling
CLEAN all project-related debris.

Materials and Labor \$18,760.00

Thank you;
Wilby Tapia,
INDUSTRIAL & COMMERCIAL ESTIMATOR
wtapia@foxfenceenterprisesinc.com

Accepted by: _____

Print Name: _____

Date: _____

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**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.

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-14.6 WINTER PARKING RESTRICTIONS, 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 7-14.6, Winter Parking Restrictions, 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*):

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
<i>Oxford Terrace</i>	<i>East</i>	<i>Entire Length</i>

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.

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law and approved by the County of Essex, Board of Chosen Freeholders.

Susan McCartney, Mayor

Bill Rutherford, Council President

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

Introduced: October 8, 2024

Adopted: October 29, 2024

LEGISLATIVE HISTORY

This Ordinance will delete the present ban on parking on the east side of Oxford Terrace during the period from November 15th and April 15th. This change was requested by residents and approved by the Police Chief and Municipal Engineer. This change aligns the parking regulations on Oxford Terrace with all the other streets in the neighborhood, which ban overnight parking between 2AM-5AM.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 25 OF THE
REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
BANNING “POP-UP” PARTIES**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 25 hereby is and amended and supplemented to add a new section governing “pop-up” parties as defined herein within the Township of West Orange:

§ 1—Scope and Purpose:

- a. The Township of West Orange (the “Township”) has received numerous complaints from residents in various neighborhoods throughout the Township regarding parties, events, and/or gatherings wherein the attendees of the events have purchased tickets or wristbands for entry into residential homes within the Township. The purpose of this Section is to provide recourse for the Township if such “pop-up” parties (defined herein) occur in the future and to put the public on notice that the same are prohibited as a health and safety concern for the general welfare of the public.

§ 2—Definitions:

“Advertisement” shall be defined for the purposes of this Ordinance to include the creation of any flyer, social media posting, text message, or other form of electronic communication soliciting guests to a residential home for payment of any amount.

“Pop-Up Party(ies)” shall be defined as a party for profit including any event and/or gathering occurring in a residential home, apartment or other location (excluding commercial establishments such as licensed restaurants, bars, or other event halls where such activity is permitted) whereby the owner, occupant and/or operator of the residence solicits or advertises the use their residence for an event, party, or gathering and where the guests are subject to payment for tickets, wristbands, or other mode of entry into the residence.

§ 3—Prohibitions:

- a. Any person, owner, occupant, or operator of a residence located in the residential zoning district of the Township of West Orange shall be prohibited from advertising or otherwise soliciting monies for entry into their home to attend any Pop-Up Party as defined herein.
- b. Any person who rents or otherwise loans their property in the residential district of the Township of West Orange to a person for a Pop-Up Party is prohibited.
- c. Any person who creates, submits, or otherwise posts an Advertisement for a Pop-Up Party shall be considered a separate violation of this Ordinance subject to the penalties provided for herein.

- d. Exemptions: Activities, gatherings, or other events that may constitute a Pop-Up Party under this Ordinance shall be exempted where the proceeds for the same shall be used for any charitable organization licensed in the State of New Jersey and/or for political contributions to any local, state, or federal campaign.

§ 4—Enforcement

- a. The Township Police Department, the Township Health Department, the Township Zoning Official, the Township Fire Department, their agents, employees, officers, or assigns shall have the power to enforce the provisions of this Ordinance.

§ 5—Penalties:

- a. All penalties for violation of any provision of this section shall be governed by the provisions of Section 1-5 et seq. of the Revised General Ordinances of the Township of West Orange.

§ 6—Severability:

Each section, subsection, sentence, clause and phrase of this Ordinance is declared to be an independent section, subsection, sentence, clause and phrase, and the finding or holding of any such portion of this Ordinance to be unconstitutional, void, or ineffective for any cause, or reason, shall not affect any other portion of this Ordinance.

§ 7—Repealer.

All other ordinances or parts of ordinances inconsistent with this section are hereby repealed.

§ 8—Effective Date:

This Ordinance shall be in full force and effect from and after its adoption and any publication as required by law.

Susan McCartney, Mayor

Bill Rutherford, Council President

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

Introduced: October 8, 2024

Adopted: October 29, 2024

Legislative History

The Township of West Orange (the “Township”) has received numerous complaints from residents in various neighborhoods throughout the Township regarding parties, events, and/or gatherings wherein the attendees of the events have purchased tickets or wristbands for entry into residential homes within the Township. The purpose of this Section is to provide recourse for the Township if such “pop-up” parties occur in the future and to put the public on notice that the same are prohibited as a health and safety concern for the general welfare of the public.