

1. Conference Agenda

Documents:

[CA 1.6.26.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 1.6.26.PDF](#)

3. Bill List

Documents:

[BILL LIST \(12.20.25-12.30.25\).PDF](#)

4. Resolution(S)

4.I. 1-26

Documents:

[1-26 DESIGNATION OF OFFICIAL NEWSPAPERS.PDF](#)

4.II. 2-26

Documents:

[2-26 EXECUTIVE SESSION.PDF](#)

4.III. 3-26

Documents:

[3-26 RESOLUTION AUTHORIZING AGREEMENT WITH MATTHEW FEULA
\(12-3-25\).PDF](#)
[3-26 AGREEMENT WITH MATTHEW FEULA-POLICE CHIEF.PDF](#)
[282-25 RESOLUTION AUTHORIZING AGREEMENT WITH MATTHEW FEULA-
REDLINED.DOC.PDF](#)

4.IV. 4-26

Documents:

[4-26 AUTHORIZING A CONTRACT WITH KEVIN DALGAUER-DEPUTY
POLICE CHIEF.PDF](#)
[4-26 AGREEMENT KEVIN DALGAUER-DEPUTY POLICE CHIEF.PDF](#)

4.V. 5-26

Documents:

[5-26 RESOLUTION REJECTING TREE PLANTING BIDS RECEIVED FOR THE](#)

2026 TREE PLANTING AT VARIOUS LOCATIONS.PDF

4.VI. 6-26

Documents:

6-26 RESOLUTION RELEASING CASH MAINTENANCE BOND_COLONIAL
WOODS.PDF
6-26 ATTACHMENT (RESOLUTION 292-24 COLONIAL WOODS LIGATION
ACCEPTANCE OF PUBLIC IMPROVEMENTS).PDF

4.VII. 7-26

Documents:

7-26 RESOLUTION LUDDINGTON ROAD SIDEWALK.PDF
7-26 - RFP RFI CONSULTANT RESPONSE.PDF
7-26 RFP SUMMARY LUDDINGTON ROAD SW.PDF

4.VIII. 8-26

Documents:

8-26 RESOLUTION REJECTING THE BIDS RECEIVED FOR REPAIR AND
MAINTENANCE OF EMS APPARATUS FOR THE WOFD AND AUTHORIZING
RE-BID.PDF

4.IX. 9-26

Documents:

9-26 RESOLUTION TO AWARD REMAINDER OF TREE REMOVAL
SERVICES PRUNING AND UNFORESEEN CIRCUMSTANCES.PDF

4.X. 10-26

Documents:

10-26 RESOLUTION FOR 2026 CASH MANAGEMENT PLAN.PDF
10-26 CASH MANAGEMENT PLAN 2026 DETAIL.DOC.PDF

4.XI. 11-26

Documents:

11-26 RESOLUTION TO ADOPT 2026 TEMPORARY BUDGET.PDF
11-26 COPY OF 2026 TEMPORARY BUDGET DETAIL.PDF

4.XII. 12-26

Documents:

12-26 RESOLUTION TO SET THE INTEREST RATE AND PENALTIES FOR
DELINQUENT TAX PAYMENTS 2026.PDF

4.XIII. 13-26

Documents:

[13-26 RESOLUTION APPOINTING FUND COMMISSIONER AND ALTERNATE FUND COMMISSIONER.PDF](#)

4.XIV. 14-26

Documents:

[14-26 RESOLUTION TO REFUND DUPLICATE Q4 TAX PAYMENTS.PDF](#)

4.XV. 15-26

Documents:

[15-26 RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO REBATE PAYMENT TO THE LISTED TAXPAYER PURSUANT TO FINAL JUDGEMENT BY THE TAX COURT.PDF](#)
[15-26 TAX COURT JUDGMENT - 52 WILDWOOD AVE.PDF](#)
[15-26 TAX COURT JUDGMENT-34 STONE DR.PDF](#)

4.XVI. 16-26

Documents:

[16-26 RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO AN OVERBILL OF TAXES ON THE PROPERTY.PDF](#)

4.XVII. 17-26

Documents:

[17-26 RESOLUTION APPOINTING LOU ULRICH AS DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS.PDF](#)
[17-26 EMPLOYMENT CONTRACT - DIRECTOR OF PUBLIC WORKS.PDF](#)

5. Ordinance(S) On First Reading

5.I. 2747-26

Documents:

[2947-26 ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-32.2 RESTRICTED PARKING ZONES HANDICAPPED PARKING.PDF](#)

5.II. 2748-26

Documents:

[2948-26 ORDINANCE-15 MIN. PARKING ZONE ORDINANCE-208 WASHINGTON ST..PDF](#)

REVISED

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, January 6, 2026
Meeting No. 1

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 notice for this meeting was emailed to the West Orange Chronicle and the Star Ledger on October 30, 2025.

Roll Call – Councilwoman Casalino, Councilwoman Rudin, Councilwoman Scarpa, Councilwoman Williams, Councilman Krakoviak, Mayor McCartney

=====

6:30 P.M.

- **Nomination of Council President – 2026**
- **Swearing In of Council President**

Current

<u>MC</u>	Downtown West Orange Alliance <u>MC</u>
<u>MC</u>	Public Relations Commission <u>MC</u>
<u>SS</u>	Planning Board <u>SS</u>
<u>SS</u>	ERSCHA (Degnan House) <u>TW</u>
<u>SS</u>	WOSCHA (John P. Renna House) <u>SS</u>
<u>TW</u>	West Orange Municipal Alliance Committee <u>TW</u>
<u>TW</u>	West Orange Arts Council <u>JK</u>
<u>JR</u>	Open Space & Recreation Committee <u>JR</u>
<u>SS</u>	Oscar Schindler Performing Arts Center <u>JK</u>
<u>MC</u>	West Orange Board of Education <u>MC</u>
<u>JK</u>	West Orange Historic Preservation Commission <u>TW</u>
<u>JR</u>	Pedestrian Safety Committee <u>JR</u>
<u>JK</u>	Economic Development <u>JK</u>
<u>JR</u>	Environmental Commission <u>JR</u>

Agenda is subject to change.

SS Older Adults Advisory Board SS

JR Rent Leveling Board JR

- **Public Meeting – 7:00 p.m.**

REVISED

PUBLIC MEETING AGENDA

Township of West Orange

66 Main Street – 7:00 p.m.

Tuesday, January 6, 2026-Meeting No. 1

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 notice for this meeting was emailed to the West Orange Chronicle and the Star Ledger on October 30, 2025.

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 Rudin, Councilwoman Scarpa, Councilwoman Williams, Councilman Krakoviak, Mayor McCartney

Pledge of Allegiance

- 1. Public Comment**
- 2. *Consent Agenda**
- 3. *Approval of Minutes of Previous Meeting - None**
- 4. *Report of Township Officers – None**
- 5. *Reading of Petitions and Communications and Bids**
 - Request for Qualification for Professional Services
 - OSPAC & Crystal Lake Improvements
 - Structural Improvements at OSPAC
- 6. *Bill List**
- 7. *Resolutions**
 - a. 1-26 Designation of Official Newspapers (Clerk)**
 - b. 2-26 Resolution Authorizing an Executive Session for the Purpose of Discussing Personnel, Specifically Resolution 3-26 and 4 –26 and a Matter of Contract Negotiations, specifically the Appointment of the new Department of Public Works Supervisor.**

- c. **TABLED 3-26** Resolution Authorizing Agreement with Matthew Feula, Chief of Police (Legal-Semrararo)
- d. **TABLED 4-26** Resolution Authorizing Agreement with Kevin Dalgauer, Deputy Chief of Police (Legal-Semrararo)
- e. **5-26** Resolution Rejecting Tree Planting Bids Received for the 2026 Tree Planting at Various Locations (P. Reynolds)
- f. **6-26** Resolution Authorizing the Release of a Cash Maintenance Bond for Colonial Woods North and Extension of Nance Road Development as Shown on the Filed Map Entitled “Final Plat-Block 173, Lot 2 and Block 172.29, Lot 40.02, Colonial Woods North, Township of West Orange, Essex County, New Jersey” (Carballo)
- g. **7-26** Resolution Authorizing a Professional Services Contract to Greenman-Pedersen, Inc. 301 Gibraltar Drive Suite 2A Morris Plains, N.J. 07950, for Professional Land Surveying, Civil Engineering, and Construction Administration Services Associated with the Luddington Road – Sidewalk Panel Replacement Project in an Amount NTE \$59,940.00. (Carballo)
- h. **8-26** Resolution Rejecting the Bids Received for Repair and Maintenance of EMS Apparatus for the WOFD and Authorizing Re-Bid (P. Reynolds)
- i. **9-26** Resolution to Award Remainder of Tree Removal Services Pruning and Unforeseen Circumstances (P. Reynolds)
- j. **10-26** Resolution for 2026 Cash Management Plan (Ditinyak)
- k. **11-26** Resolution to Adopt 2026 Temporary Budget (Ditinyak)
- l. **12-26** Resolution to Set the Interest Rate and Penalties to be Charged for Delinquent Tax Payments (Longo)
- m. **13-26** Resolution Appointing Fund Commissioner and Alternate Fund Commissioner (Smeraldo)
- o. **14-26** Resolution to Refund Duplicate Q4 Tax Payments (Longo)
- p. **15-26** Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgement by the Tax Court (Longo)
- q. **16-26** Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to an Overbill of Taxes on the Property (Longo)
- r. **TABLED 17-26** Resolution Authorizing the Appointment of a Department of Public Works Director (Smeraldo)

8. Ordinances on Second and Final Reading - None

9. Ordinances on First Reading

- a. **2947-26** 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) **Restricted Parking Stalls will be established in front of 127 Ashland Avenue, 5 Swaine Place, and 75 Nestro Road for the exclusive use of the residents who are in possession of a NJMVC Disability ID and Parking Placard. These Stalls were requested by the residents of each location and are permissible under NJ Statutes Annotated (N.J.S.A.) 39:4-197.7. Parking is permitted in the restricted parking zone except when prohibited by other sections of Chapter 7 of the Revised General Ordinances of the Township of West Orange.**
- b. **2948-26** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-10.1 Stopping or Standing Prohibited During Certain Hours on Certain Streets, and 7-14.3 Parking Time Limited on Certain Streets During Certain Hours of Certain Days of the Revised General Ordinances of the Township of West Orange (Carballo) **This Ordinance, which amends the Traffic Regulations of the Township, amends the Parking Regulations for Washington Street, east of Watchung Avenue, to create a 15-minute parking zone for the business located at 208 Watchung Avenue. This action is in response to a request for more turnover in the available spaces in the area, which on Watchung Avenue tend to be taken by nearby residents or business patrons who park all day. The time limited parking in this area will be in effect daily from 5:00 AM to 8:00 PM. There is no overnight parking in this area between 2 A.M. and 5 A.M. The Parking Regulations for Washington Street west of Watchung Avenue were previously updated in 2024.**

10. Pending Matters/New Matters/Council Discussion

11. ABC Hearing(s)-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:

ZOOM LINK:

<https://us02web.zoom.us/j/84163042250?pwd=NoqJKki4liAewqGikQkiyBHlZMUbnNs.1>

Webinar ID: 841 6304 2250

Passcode: 694517

Phone in-646 931 3860

Public Comment – In Person Only

Next Meeting Date(s): Tuesday, January 20, 2026

The agenda is subject to change.

Township of West Orange

Bills List

Total: 67,665.15

User: paula 12/31/2025 12:46:02

Date: 12/20/2025 To 12/30/2025 Acc: 01- To 99-9999-99-9999-999 Order By :Account

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
01-1060- - -	-	CURRENT YEAR TAXES	CURRENT YEAR MUNICIPAL TAXES			
01-1060- - -	-	CURRENT YEAR MUNICIPAL TAXES	CURRENT YEAR MUNICIPAL TAXES			
189957	25102387	ALLISON TYSON	-1,354.00	RF TAX EXEMPT VET	12/08/2025	12/30/2025
189957	25102507	ALLISON TYSON	1,354.40	RF TAX EXEMPT VET	12/08/2025	12/30/2025
Total: CURRENT YEAR TAXES			CURRENT YEAR MUNICIPAL TAXES	0.40		
01-2010-00-1203-	-	BUDGET TOWN COUNCIL O/E				
01-2010-00-1203-032	-	TOWN COUNCIL O/E ADVERTISING				
189888	25102302	NJ ADVANCE MEDIA, LLC	-855.98	#0011043501 budget ad #0011049205 ad ord 2945-25	12/03/2025	12/30/2025
189888	25102501	NJ ADVANCE MEDIA, LLC	855.98	0011043501 budget ad and 0011049205 ad ord 2945-25	12/03/2025	12/30/2025
Total: BUDGET TOWN COUNCIL O/E				0.00		
01-2010-00-1402-	-	BUDGET TOWNSHIP LITIGATION O/E				
01-2010-00-1402-060	-	TOWNSHIP LITIGATION O/E LITIGATION GENERAL				
186732	25102383	ANTONELLI KANTOR P.C.	-7,700.00	#23066 res 56-25 special counsel 2025	01/31/2025	12/30/2025
186732	25102383	ANTONELLI KANTOR P.C.	-20,443.50	#23067 res 56-25 special counsel 2025	01/31/2025	12/30/2025
186732		ANTONELLI KANTOR P.C.	22,110.00	23067, 23187 res 56-25 special counsel 2025	01/31/2025	00/00/0000
01-2010-00-1402-062	-	TOWNSHIP LITIGATION O/E LITIGATION - LABOR MATTERS				
186723		ANTONELLI KANTOR P.C.	18,480.00	r23066, 23068, 23065, 23188, 23186, 23184, 23183 es 48-25 labor counsel 2025 not	01/31/2025	00/00/0000
Total: BUDGET TOWNSHIP LITIGATION O/E				12,446.50		
01-2010-00-2202-	-	BUDGET PURCHASING O/E				

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
01-2010-00-2202-031		- PURCHASING O/E ADVERTISING				
186659	25102302	NJ ADVANCE MEDIA, LLC	-235.64	#0011041908 #0011041913 2025 ADS	01/01/2025	12/30/2025
186659	25102501	NJ ADVANCE MEDIA, LLC	235.64	#0011041908 #0011041913 2025 ADS	01/01/2025	12/30/2025
Total: BUDGET PURCHASING O/E			0.00			
01-2010-00-5003-		- BUDGET POLICE O/E				
01-2010-00-5003-083		- POLICE O/E TRAINING COURSES & AIDS				
189209	25102264	PAUL J. BAILEY	-159.00	#25-05-23 TO COVER THE COST OF TRAINING LEADERSHIP AND LEGACY @ PASS	09/10/2025	12/30/2025
190130	25102504	BAILEY TRAINING AND CONSULTING	159.00	#25-05-23 TO COVER THE COST OF TRAINING LEADERSHIP AND LEGACY @ PASSA	12/30/2025	12/30/2025
Total: BUDGET POLICE O/E			0.00			
01-2010-00-7002-		- BUDGET ENGINEERING O/E				
01-2010-00-7002-030		- ENGINEERING O/E ADVERTISING, PRINTING & PHOTO				
189856	25102302	NJ ADVANCE MEDIA, LLC	-124.08	AD# 0011044276 PUBLIC NOTICE 2026 CDBG PROGRAM DATED 11.20.25	12/01/2025	12/30/2025
189856	25102501	NJ ADVANCE MEDIA, LLC	124.08	#0011044276 PUBLIC NOTICE 2026 CDBG PROGRAM AD# 0011044276 DATED 11.20	12/01/2025	12/30/2025
Total: BUDGET ENGINEERING O/E			0.00			
01-2010-00-7101-		- BUDGET BUILDING & PROPERTY O/E				
01-2010-00-7101-071		- BUILDING & PROPERTY O/E JANITORIAL SERVICES				
183724	25102320	NATIONWIDE CLEANING &	-5,145.83	#2186 RES 111-24 JAN	03/27/2024	12/30/2025
189886	25102320	NATIONWIDE CLEANING &	-853.00	#2187 emergency cleaning of jail cells	12/02/2025	12/30/2025
183724	25102502	NATIONWIDE CLEANING &	5,145.83	#2186 RES 111-24 JAN	03/27/2024	12/30/2025
189886	25102502	NATIONWIDE CLEANING &	853.00	#2187 emergency cleaning of jail cells	12/02/2025	12/30/2025
01-2010-00-7101-077		- BUILDING & PROPERTY O/E MAINT. ALL BLDGS. INTERIOR & E				
189698	25102257	NEW JERSEY DOOR WORKS	-676.00	#166831 service call FH 5	11/10/2025	12/30/2025

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
190131	25102505	MINER, LTD	676.00	iNVOICE 166831 SERVICE CALL FH5	12/30/2025	12/30/2025
Total: BUDGET BUILDING & PROPERTY O/E			0.00			
01-2010-00-9102- - BUDGET PARKS & PLAYGROUNDS O/E						
01-2010-00-9102-201 - PARKS & PLAYGROUNDS O/E MPSN PROGRAMS						
186786	25102225	C&C CAFE & CATERING LLC	-1,377.75	#7336 2025 SPECIAL NEEDS PARTY REFRESHMENTS	12/31/2024	12/30/2025
186786	25102225	C&C CAFE & CATERING LLC	-298.75	#7336 2025 spec needs refreshments	12/31/2024	12/30/2025
186786	25102503	C&C CAFE & CATERING LLC	1,484.75	#7336 2025 SPECIAL NEEDS PARTY REFRESHMENTS	12/31/2024	12/30/2025
186786	25102503	C&C CAFE & CATERING LLC	191.75	#7336 2025 spec needs refreshments	12/31/2024	12/30/2025
186786	25102379	C&C CAFE & CATERING LLC	-675.00	#7593 2025 SPECIAL NEEDS PARTY REFRESHMENTS	12/31/2024	12/30/2025
Total: BUDGET PARKS & PLAYGROUNDS O/E			-675.00			
01-2010-02-1006- - BUDGET JOINT OUTLET SEWER M O/E						
01-2010-02-1006-140 - JOINT OUTLET SEWER M O/E JOINT MEETING						
189799	25102345	BOROUGH OF ROSELAND	-48.26	07.01.25-09.30.25 water/sewer bill 324463-4	11/20/2025	12/30/2025
189799	25102506	BOROUGH OF ROSELAND	48.26	07/01/25-09/30/25 water/sewer bill 324463-4 07.01.25-09.30.25	11/20/2025	12/30/2025
Total: BUDGET JOINT OUTLET SEWER M O/E			0.00			
01-2150- - - RES. FOR TAX TITLE LIENS RES. FOR TAX TITLE LIENS						
01-2150- - - RES. FOR TAX TITLE LIENS RES. FOR TAX TITLE LIENS						
190110	25102497	PRO CAP 8,LLC	1,044.47	REDEMPTION CERT#25-041	12/26/2025	12/29/2025
190111	25102498	RICHARD L. COHN	21,800.22	REDEMPTION CERT#24-196	12/26/2025	12/29/2025
190112	25102499	GSRAN-Z LLC	9,299.30	REDEMPTION CERT#25-030	12/26/2025	12/29/2025
190113	25102500	AMERICAN TAX LIEN FUND LLC	638.50	REDEMPTION CERT#25-049	12/26/2025	12/29/2025
190135	25102508	PRO CAP 8,LLC	1,110.76	redemption cert 25-032	12/31/2025	12/30/2025
Total: RES. FOR TAX TITLE LIENS RES. FOR TAX TITLE LIENS			33,893.25			
01-2155- - - RES. FOR TTL PREMIUM RES. FOR TTL PREMIUM						

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
01-2155- - -		- RES. FOR TTL PREMIUM RES. FOR TTL PREMIUM				
190110	25102497	PRO CAP 8,LLC	1,000.00	PREMIUM	12/26/2025	12/29/2025
190112	25102499	GSRAN-Z LLC	18,900.00	PREMIUM	12/26/2025	12/29/2025
190113	25102500	AMERICAN TAX LIEN FUND LLC	1,100.00	PREMIUM	12/26/2025	12/29/2025
190135	25102508	PRO CAP 8,LLC	1,000.00	premium	12/31/2025	12/30/2025
Total: RES. FOR TTL PREMIUM RES. FOR TTL PREMIUM			22,000.00			
Fund Total: 01			67,665.15			

**RESOLUTION DESIGNATING OFFICIAL NEWSPAPERS
FOR THE TOWNSHIP OF WEST ORANGE**

BE IT RESOLVED by the Township Council of the Township of West Orange, in the County of Essex, that the following newspapers be deemed as the “Official” newspapers for the year 2026:

WEST ORANGE CHRONICLE
THE STAR LEDGER

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

Council President

Adopted : January 6, 2026

RESOLUTION TO HOLD A CLOSED SESSION

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

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

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

BE IT RESOLVED, that the Township Council of the Township of West Orange, now assembled in public session at its regular meeting of **January 6, 2026** enter into a closed session to consider the following matter(s).

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

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

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

Resolution 3-26 - Chief Matthew Feula

Resolution 4-26 - Deputy Chief Kevin Dalgauer

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

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

The foregoing resolution was duly adopted by the Township Council of the Township of West Orange at a public meeting held on **January 6, 2026.**

Motion:

Second:

Vote

Aye:

Opposed:

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

Council President

Adopted: January 6, 2026

RESOLUTION

WHEREAS, the Matthew Feula (“Feula” or the “Employee”) was appointed ~~Deputy~~ Chief of Police since December 1, 2025; and

WHEREAS, the Township and Feula wish to confirm this relationship by executing the 2025-2028 contract annexed hereto; and

WHEREAS, The Employee recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the Township. All rights, power, and authority possessed by the Township prior to the signing of this Agreement are retained exclusively by the Township subject only to such limitations as are specifically provided in this Agreement; and

WHEREAS, the Township agrees to employ Matthew Feula as Chief of Police of the Township of West Orange in accordance with the New Jersey Civil Service laws in Title 11A of the New Jersey Statutes Annotated and Title 4A of the New Jersey Administrative Code, as well as any other applicable federal, state, or local law;

WHEREAS, the Township exercises its authority pursuant to Title 40A of the New Jersey Statutes Annotated to appoint said Chief of Police and to execute a contract of employment in connection therewith; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Township be authorized to execute the contract annexed hereto as Exhibit “A;” and be it further

RESOLVED that the Mayor be and is hereby authorized to execute any document to finalize the contract;

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

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

Council President

Adopted: January 6, 2026

AGREEMENT

between the

TOWNSHIP OF WEST ORANGE

and

CHIEF OF POLICE MATTHEW FEULA

JANUARY 1, 2026 through DECEMBER 31, 2028

TABLE OF CONTENTS

RECITALS	2
ARTICLE I - EMPLOYMENT	2
ARTICLE II - MANAGEMENT RIGHTS	2
ARTICLE III - RETENTION OF BENEFITS	3
ARTICLE IV - WORK WEEK	3
ARTICLE V - COMPENSATION	4
ARTICLE VI-HEALTH BENEFITS	4
ARTICLE VII- MISCELLANEOUS	4
ARTICLE VIII - RETIREMENT	4
ARTICLE IX - DURATION OF AGREEMENT	4

RECITALS

This AGREEMENT made effective as of the 1st day of December, 2025, between the TOWNSHIP OF WEST ORANGE, a municipality in the County of Essex, State of New Jersey, hereinafter referred to as the "TOWNSHIP," and Matthew Feula, hereinafter referred to as the "EMPLOYEE."

WHEREAS, Matthew Feula has been appointed Chief of Police since December 1, 2025;

WHEREAS, the Township and the Employee wish to continue this relationship for the foreseeable future upon terms deemed acceptable to both parties;

WHEREAS, the parties further seek to memorialize the terms of this employment relationship in writing; and

NOW THEREFORE, the parties agree as follows:

ARTICLE I - EMPLOYMENT

The Township agrees to employ Matthew Feula as Chief of Police of the Township during good behavior and in accordance with Title 40A and the New Jersey Civil Service laws in Title 11A of the New Jersey Statutes Annotated and Title 4A of the New Jersey Administrative Code, as well as any other applicable federal, state, or local law, subject to the terms and conditions of employment set forth in this agreement.

ARTICLE II - MANAGEMENT RIGHTS

The Employee recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the Township. All rights, power, and authority

possessed by the Township prior to the signing of this Agreement are retained exclusively by the Township subject only to such limitations as are specifically provided in this Agreement.

ARTICLE III - RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which the Employee has heretofore enjoyed and is presently enjoying, shall be maintained and continued by the Township during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

The provisions of all municipal ordinances and resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in said Agreement as if set forth herein at length.

ARTICLE IV - WORK WEEK

The Employee's position is a salaried position compensated pursuant to Article VI of this Agreement and is exempt from overtime.

This shall mean that the Employee shall dedicate himself to performing his duties without respect to a specific minimum or maximum number of hours worked per day each week.

However, the Employee shall work on average a minimum of forty (40) hours per week. Time requirements for optimal job performance vary based on specific assignments, seasonal demands, and other factors. All parties endorse a policy of flexibility which allows the Employee to adjust normal working hours as conditions require to include all hours which enable the Employee to complete routine duties and to perform special duties as assigned, attend meetings as assigned, to work hours as required in order to complete critical work tasks, or to handle emergency conditions as they arise.

ARTICLE V - COMPENSATION

The Employee shall be entitled to compensation as set forth in the Term Sheet annexed hereto as **Attachment A**.

ARTICLE VI-HEALTH BENEFITS

The Employee shall be entitled to health benefits as set forth in the Term Sheet annexed hereto as **Attachment A**.

ARTICLE VII- MISCELLANEOUS

Any rights set forth in the Term Sheet annexed hereto as **Attachment A** and not specifically referenced in this Agreement are hereby incorporated by reference as if set forth herein.

ARTICLE VIII - RETIREMENT

The Employee shall retain all pension rights under New Jersey law and ordinances of the Township of West Orange.

ARTICLE IX - DURATION OF AGREEMENT

This Agreement shall become effective on December 1, 2025 and shall terminate on December 31, 2028 or such earlier date if mandatory retirement applies. All provisions contained herein shall be retroactive to the effective date of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of this
__ day of _____, _____.

ATTEST:

THE TOWNSHIP OF WEST ORANGE, a
Municipal Corporation in the County of
Essex, State of New Jersey

SUSAN McCARTNEY, MAYOR

ATTEST:

Chief of Police Matthew Feula

Attachment A

CHIEF OF POLICE FEULA
TERM SHEET FOR EMPLOYMENT CONTRACT

TERM

The term of this agreement shall be from December 1, 2025 through December 31, 2028.

RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges, economic and non-economic benefits including but not limited to the provision of Health Benefits, Prescription Plan, Dental Insurance, Paid Time Off (PTO), PFRS Pension and Accumulated Sick Time Payout at retirement which the **Chief of Police Feula** has heretofore enjoyed and is presently enjoying, shall be maintained and continued by the Township during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

The provisions of all municipal ordinances and resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in said Agreement as if set forth herein at length.

MONETARY COMPENSATION

- a. Base Salary for the **Chief of Police Feula** shall be the same base salary of the established salary ordinance.
- b. Longevity for the **Chief of Police Feula** shall be paid consistent with the Township's Policy and Procedure Manual in effect as of the signing of this agreement.
- c. Holiday Pay percentage for the **Chief of Police Feula** shall be the same Holiday Pay percentage earned by a Deputy Chief of Police.
- d. Police Officer Annual Stipend, Clothing Allowance, and College Credits for the **Chief of Police Feula** shall be the same as earned by a Deputy Chief of Police

RETIREMENT HEALTH BENEFITS

Upon retirement with 25 or more years of creditable PFRS pension service, the **Chief of Police Feula** shall be provided with full health and prescription benefits at no premium cost to him or his spouse & eligible dependents from the date of his retirement until his death or until his current or future spouse's death, whichever occurs last.

Additionally, the Township will reimburse the **Chief of Police Feula** any Medicare premiums for Medicare Part A, Part B or Part D, including any Income Related Monthly Adjustment Amount (IRMAA) assessment made by the Social Security Administration or its successor.

These benefits shall remain equal to or better than the benefits received by the **Chief of Police Feula** and his family as of the last date of service to the Township. When **Chief of Police Feula** qualifies for Medicare, benefits will become secondary to Medicare while his Souse and dependents will continue to receive full coverage until children reach the age of 26.

When his spouse or disabled children become eligible for Medicare, they will become secondary to Medicare. Child Dependents who are disabled before aging out will retain coverages until the death of the **Chief of Police Feula** and his Guardian spouse, whichever occurs last.

OTHER CONSIDERATIONS

All future rights privileges, economic and non-economic benefits bestowed upon the rank of Chief of Police and/or any subordinate rank will automatically be made available to the **Chief of Police Feula** without further negotiations for the life of this contract once approved by the Mayor.

282-25
December 9, 2025

RESOLUTION

WHEREAS, the Matthew Feula (“Feula” or the “Employee”) was appointed ~~Deputy~~ Chief of Police since December 1, 2025; and

WHEREAS, the Township and Feula wish to ~~confirm~~ this relationship ~~by executing the~~ 2025-2028 contract ~~annexed hereto~~; and

Deleted: continue

Deleted: with no changes from the

Deleted: current

WHEREAS, The Employee recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the Township. All rights, power, and authority possessed by the Township prior to the signing of this Agreement are retained exclusively by the Township subject only to such limitations as are specifically provided in this Agreement; and

WHEREAS, the Township agrees to employ Matthew Feula as Chief of Police of the Township of West Orange in accordance with the New Jersey Civil Service laws in Title 11A of the New Jersey Statutes Annotated and Title 4A of the New Jersey Administrative Code, as well as any other applicable federal, state, or local law;

WHEREAS, the Township exercises its authority pursuant to Title 40A of the New Jersey Statutes Annotated to appoint said Chief of Police and to execute a contract of employment in connection therewith; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Township be authorized to execute the contract annexed hereto as Exhibit “A;” and be it further

RESOLVED that the Mayor be and is hereby authorized to execute any document to finalize the contract;

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



Deleted: ¶
¶
¶

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

Joe Krakoviak
Council President

Adopted: December 9, 2025

Deleted: October 28

RESOLUTION

WHEREAS, the Kevin Dalgauer (“Dalgauer” or the “Employee”) was appointed Deputy Chief of Police since December 1, 2025; and

WHEREAS, the Township and Kevin Dalgauer wish to confirm this relationship by executing the 2021-2025 contract annexed hereto; and

WHEREAS, The Employee recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the Township. All rights, power, and authority possessed by the Township prior to the signing of this Agreement are retained exclusively by the Township subject only to such limitations as are specifically provided in this Agreement; and

WHEREAS, the Township agrees to employ Kevin Dalgauer as Deputy Chief of Police of the Township of West Orange in accordance with the New Jersey Civil Service laws in Title 11A of the New Jersey Statutes Annotated and Title 4A of the New Jersey Administrative Code, as well as any other applicable federal, state, or local law;

WHEREAS, the Township exercises its authority pursuant to Title 40A of the New Jersey Statutes Annotated to appoint said Deputy Chief of Police and to execute a contract of employment in connection therewith; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Township be authorized to execute the contract annexed hereto as Exhibit “A;” and be it further

RESOLVED that the Mayor be and is hereby authorized to execute any document to finalize the contract;

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

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

Council President

Adopted: January 6, 2026

AGREEMENT

between the

TOWNSHIP OF WEST ORANGE

and

DEPUTY CHIEF OF POLICE KEVIN DALGAUER

December 1, 2025 through DECEMBER 31, 2028

TABLE OF CONTENTS

RECITALS	2
ARTICLE I - EMPLOYMENT	2
ARTICLE II - MANAGEMENT RIGHTS	2
ARTICLE III - RETENTION OF BENEFITS	3
ARTICLE IV - WORK WEEK	3
ARTICLE V - COMPENSATION	4
ARTICLE VI-HEALTH BENEFITS	4
ARTICLE VII- MISCELLANEOUS	4
ARTICLE VIII - RETIREMENT	4
ARTICLE IX - DURATION OF AGREEMENT	4

RECITALS

This AGREEMENT made effective as of the 1st day of December, 2025, between the TOWNSHIP OF WEST ORANGE, a municipality in the County of Essex, State of New Jersey, hereinafter referred to as the "TOWNSHIP," and Kevin Dalgauer, hereinafter referred to as the "EMPLOYEE."

WHEREAS, Kevin Dalgauer has been appointed Deputy Chief of Police since December 1, 2025;

WHEREAS, the Township and the Employee wish to continue this relationship for the foreseeable future upon terms deemed acceptable to both parties;

WHEREAS, the parties further seek to memorialize the terms of this employment relationship in writing; and

NOW THEREFORE, the parties agree as follows:

ARTICLE I - EMPLOYMENT

The Township agrees to employ Kevin Dalgauer as Deputy Chief of Police of the Township during good behavior and in accordance with Title 40A and the New Jersey Civil Service laws in Title 11A of the New Jersey Statutes Annotated and Title 4A of the New Jersey Administrative Code, as well as any other applicable federal, state, or local law, subject to the terms and conditions of employment set forth in this agreement.

ARTICLE II - MANAGEMENT RIGHTS

The Employee recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the Township. All rights, power, and authority

possessed by the Township prior to the signing of this Agreement are retained exclusively by the Township subject only to such limitations as are specifically provided in this Agreement.

ARTICLE III - RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which the Employee has heretofore enjoyed and is presently enjoying, shall be maintained and continued by the Township during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

The provisions of all municipal ordinances and resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in said Agreement as if set forth herein at length.

ARTICLE IV - WORK WEEK

The Employee's position is a salaried position compensated pursuant to Article VI of this Agreement and is exempt from overtime.

This shall mean that the Employee shall dedicate himself to performing his duties without respect to a specific minimum or maximum number of hours worked per day each week.

However, the Employee shall work on average a minimum of forty (40) hours per week. Time requirements for optimal job performance vary based on specific assignments, seasonal demands, and other factors. All parties endorse a policy of flexibility which allows the Employee to adjust normal working hours as conditions require to include all hours which enable the Employee to complete routine duties and to perform special duties as assigned, attend meetings as assigned, to work hours as required in order to complete critical work tasks, or to handle emergency conditions as they arise.

ARTICLE V - COMPENSATION

The Employee shall be entitled to compensation as set forth in the Term Sheet annexed hereto as **Attachment A**.

ARTICLE VI-HEALTH BENEFITS

The Employee shall be entitled to health benefits as set forth in the Term Sheet annexed hereto as **Attachment A**.

ARTICLE VII- MISCELLANEOUS

Any rights set forth in the Term Sheet annexed hereto as **Attachment A** and not specifically referenced in this Agreement are hereby incorporated by reference as if set forth herein.

ARTICLE VIII - RETIREMENT

The Employee shall retain all pension rights under New Jersey law and ordinances of the Township of West Orange.

ARTICLE IX - DURATION OF AGREEMENT

This Agreement shall become effective on December 1, 2025 and shall terminate on December 31, 2028 or such earlier date if mandatory retirement applies. All provisions contained herein shall be retroactive to the effective date of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of this
__ day of _____, _____.

ATTEST:

THE TOWNSHIP OF WEST ORANGE, a
Municipal Corporation in the County of
Essex, State of New Jersey

SUSAN McCARTNEY, MAYOR

ATTEST:

Deputy Chief of Police Kevin Dalgauer

Attachment A

DEPUTY CHIEF OF POLICE DALGAUER
TERM SHEET FOR EMPLOYMENT CONTRACT

TERM

The term of this agreement shall be from December 1, 2025 through December 31, 2028.

RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges, economic and non-economic benefits including but not limited to the provision of Health Benefits, Prescription Plan, Dental Insurance, Paid Time Off (PTO), PFRS Pension and Accumulated Sick Time Payout at retirement which the **Deputy Chief of Police Dalgauer** has heretofore enjoyed and is presently enjoying, shall be maintained and continued by the Township during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

The provisions of all municipal ordinances and resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in said Agreement as if set forth herein at length.

MONETARY COMPENSATION

- a. Base Salary for the **Deputy Chief of Police Dalgauer** shall be the same base salary earned by a Police Captain plus an additional 24%.
- b. Longevity for the **Deputy Chief of Police Dalgauer** shall be paid consistent with the Township's Policy and Procedure Manual in effect as of the signing of this agreement.
- c. Holiday Pay percentage for the **Deputy Chief of Police Dalgauer** shall be the same Holiday Pay percentage earned by a Police Captain.
- d. Police Officer Annual Stipend, Clothing Allowance, and College Credits for the **Deputy Chief of Police Dalgauer** shall be the same as earned by a Police Captain.

RETIREMENT HEALTH BENEFITS

Upon retirement with 25 or more years of creditable PFRS pension service, the **Deputy Chief of Police Dalgauer** shall be provided with full health and prescription benefits at no premium cost to him or his spouse & eligible dependents from the date of his retirement until his death or until his current or future spouse's death, whichever occurs last.

Additionally, the Township will reimburse the **Deputy Chief of Police Dalgauer** any Medicare premiums for Medicare Part A, Part B or Part D, including any Income Related Monthly Adjustment Amount (IRMAA) assessment made by the Social Security

Administration or its successor.

These benefits shall remain equal to or better than the benefits received by the **Deputy Chief of Police Dalgauer** and his family as of the last date of service to the Township. When **Deputy Chief of Police Dalgauer** qualifies for Medicare, benefits will become secondary to Medicare while his Souse and dependents will continue to receive full coverage until children reach the age of 26.

When his spouse or disabled children become eligible for Medicare, they will become secondary to Medicare. Child Dependents who are disabled before aging out will retain coverages until the death of the **Deputy Chief of Police Dalgauer** and his Guardian spouse, whichever occurs last.

OTHER CONSIDERATIONS

All future rights privileges, economic and non-economic benefits bestowed upon the rank of Police Captain and/or any subordinate rank will automatically be made available to the **Deputy Chief of Police Dalgauer** without further negotiations for the life of this contract once approved by the Mayor.

**A RESOLUTION REJECTING THE BIDS RECEIVED FOR THE 2026 TREE
PLANTING AT VARIOUS LOCATIONS CONTRACT AND AUTHORIZING THE
DIRECTOR OF PURCHASING TO RE-BID THE 2026 TREE PLANTING AT
VARIOUS LOCATIONS CONTRACT**

WHEREAS, on November 14, 2025, the Township of West Orange received bids for the 2026 Tree Planting at Various Locations contract; and

WHEREAS, the Township of West Orange Township Council has determined that substantial and substantive revisions to the bid specifications are required; and

WHEREAS, N.J.S.A. 40A:11-13.2(d) allows for the rejection of all bids by a municipality where substantial and substantive revisions to the specifications for services must be made; and

WHEREAS, it is the recommendation of the Township Council that the bids received for the 2026 Tree Planting at Various Locations contract be rejected and the contract be re-bid after substantial revisions to the specifications are made, specifically changing the nature of the tree installation; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the bids received for the 2026 Tree Planting at Various Locations contract are hereby rejected in accordance with the provisions of N.J.S.A. 40A:11-13.2d; and

BE IT FURTHER RESOLVED that the Director of Purchasing is hereby authorized to re-bid the 2026 Tree Planting at Various Locations contract for the sought-after provision or performance of goods and services after substantial and substantive revisions to the specifications are made.

BE IT FURTHER RESOLVED that the Township shall re-advertise the Bid Contract in accordance with N.J.S.A. 40A:11-23 and contact all bidders who responded to the Bid Contract and advise them of the re-bid; and

BE IT FURTHER RESOLVED, that this Resolution shall be made available in the Clerk's Office for reasonable inspection in accordance with applicable law.

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

Council President

Adopted: January 6, 2026

RESOLUTION

AUTHORIZING THE RELEASE OF A CASH MAINTENANCE BOND FOR COLONIAL WOODS NORTH AND EXTENSION OF NANCE ROAD DEVELOPMENT AS SHOWN ON THE FILED MAP ENTITLED “FINAL PLAT-BLOCK 173, LOT 2 AND BLOCK 172.29, LOT 40.02, COLONIAL WOODS NORTH, TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY”

WHEREAS, the developer, RCN Developers, LLC, (“Developer”) has requested the release of the cash maintenance bond associated with Colonial Woods North and Extension of Nance Road Development; and

WHEREAS, the two-year maintenance bond has expired and the developer has requested the release of the cash bond; and

WHEREAS, by Resolution No. 292-24 a cash maintenance bond in the amount of \$117,964.44 was to be held until December 5, 2025; and

WHEREAS, the Township Council concurs in the foregoing.

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 that the cash maintenance bond for RCN Developers, LLC in the amount of \$117,964.44 shall be released.

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

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

, Council President

Adopted: January 6, 2026

I hereby certify funds are available from Account No. : _____
\$117,964.44

John C. Ditinyak, Chief Financial Officer

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

R E S O L U T I O N

WHEREAS, for the Luddington Road – Sidewalk Panel Replacement Project, the Township requires the services of a professional civil engineering and land surveying firm; and

WHEREAS, the Municipal Engineer prepared a Request for Proposals dated November 10, 2025 for Professional Land Surveying, Civil Engineering, and Construction Administration services for this project; and

WHEREAS, the Municipal Engineer solicited a proposal from five professional civil engineering and land surveying firms; and

WHEREAS, Greenman-Pedersen, Inc. (GPI), responded to the Request for Proposal; and

WHEREAS, GPI responded to the Township’s Request for Qualifications (RFQ) for Professional Services for 2025; and

WHEREAS, by letter dated December 19, 2025, the Municipal Engineer recommended a professional services contract be awarded to Greenman-Pedersen, Inc. 301 Gibraltar Drive Suite 2A Morris Plains, N.J. 07950, for Professional Land Surveying, Civil Engineering, and Construction Administration Services associated with the Luddington Road – Sidewalk Panel Replacement Project; and

WHEREAS, sufficient funds exist for the services outlined in the proposal of GPI; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, New Jersey that a professional services contract be awarded to GPI, to provide professional Land Surveying, Civil Engineering, and Construction

Administration Services for the Luddington Road – Sidewalk Panel Replacement Project, in the amount not to exceed \$59,940.00.

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

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

Adopted: January 6, 2026

**I hereby certify funds are available from Account No. 2025 Capital Budget
Account #03-2915-25-0900-010
\$59,940.00**

John Ditinyak, Chief Financial Officer



TOWNSHIP OF WEST ORANGE

25 LAKESIDE AVENUE, WEST ORANGE, N.J. 07052

DEPARTMENT OF ENGINEERING

SUSAN McCARTNEY

Mayor

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: zcarballo@westorange.org

ZAYIBETH CARBALLO

Director/Municipal Engineer

November 10, 2025

Michael Cohen
PS&S
3 Mountainview Road
Warren, NJ 07059

**RE: REQUEST FOR PROPOSALS (RFP)
LUDDINGTON ROAD –SIDEWALK PANEL REPLACEMENT**

Dear Mr. Cohen,

The Department of Engineering of the Township of West Orange requests proposals from firms providing Professional Engineering and Land Surveying Services, which are capable of performing the necessary plans, specifications and bid documents for the replacement of existing pre-cast concrete sidewalk panels covering an existing drainage culvert within the Township Right-Of-Way at 25 Luddington Road. The existing pre-cast sidewalk panels are in disrepair and need replacement. The following professional services are required for the proposed improvements:

1. Land Surveying Services:

- a. Topographic Survey and Base Mapping to provide a topographic field survey and base mapping suitable for the proposed improvements, which includes but is not limited to, the following items;
 - i. Topographic Survey of all trees, shrubs, walls, driveways, sidewalks, steps, service walks and other existing features within the ROW and further, where necessary;
 - ii. Establish the roadway Right-of-Way (R.O.W.);
 - iii. Topographic Survey including additional topography behind the curb and sidewalk;
 - iv. Top and Bottom of curb elevations, storm inlets with inverts and pipe sizes, monitoring wells and any other utilities visible on the roadways will need to be located;
- b. Establish horizontal control based on current New Jersey State Plane Coordinate System and Vertical Datum;
- c. Benchmark(s) to be set on site for future use;
- d. Existing Conditions/ Survey Control Plan;
- e. Coordinate utility mark-outs

An electronic AutoCAD file of the Boundary and Topographic Survey is to be provided to the Department of Engineering as part of the deliverables.

AN EQUAL OPPORTUNITY EMPLOYER

www.westorange.org

2. Civil Engineering Services:

- a. Design for replacing the existing pre-cast concrete sidewalk panels covering the existing drainage culvert;
- b. Design and prepare contract drawings and specifications for replacing the existing pre-cast concrete sidewalk panels covering the existing drainage culvert
- c. Plan set to include, but not limited to, Cover Sheet, Existing Conditions/Survey Control Plan, Demolition Plan, Construction Plan, Traffic Control Plan and Construction Details;
- d. Include four (4) meetings with the Township for Site Investigation/ Preliminary Design, coordination with the Township's WOPD Traffic Bureau for traffic control and detour plan, and Final Design;
- e. Bid Package that includes bid set of plans and construction specifications in accordance with public bidding laws;
- f. Bid Documents (plans and specifications) are to be part of the deliverables to the Township via AutoCAD, hard copy, and PDF files.

3. Construction Administration Services:

Provide separate lump sum cost for construction administration services based on part-time inspection and review of submittals/shop drawings.

The following items are provided for your use:

- Tax map with site delineated;
- Aerial imagery with site delineated;
- Photo report of existing conditions;
- Sample shop drawing of existing sidewalk panel;

The cost of services shall be for a complete design and bid package including cost estimates, plans and specifications (twenty copies each) for bidding purposes including detour plans. All plans, specifications and bid documents shall be in conformance with the latest New Jersey Department of Transportation specifications.

Proposals shall be on a lump sum basis. Hourly rates shall be submitted with all proposals for any additional work.

It is the intent of this office to advertise for bids by Winter/Spring 2026 with construction in Spring 2026. Proposals shall be submitted in writing on or before 10:00 A.M., Monday, December 1, 2025 to the Department of Engineering, 25 Lakeside Avenue, West Orange, New Jersey 07052 and shall include a specified completion date or number of days required for completion of the work after approval is granted to proceed. Also, evidence of proper insurance shall be submitted for approval by the Township Attorney.

A separate proposal for construction inspection and certification of completion should also be included if available from your firm.

Very truly yours,

Zayibeth Carballo

Zayibeth Carballo, Director/Municipal Engineer

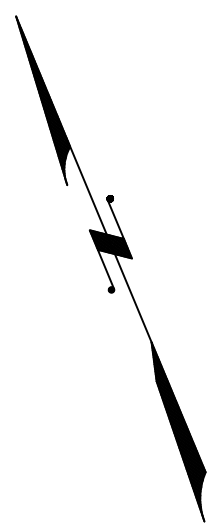
ZYC/jrm,
Enc.

AN EQUAL OPPORTUNITY EMPLOYER

www.westorange.org

SHEET 5

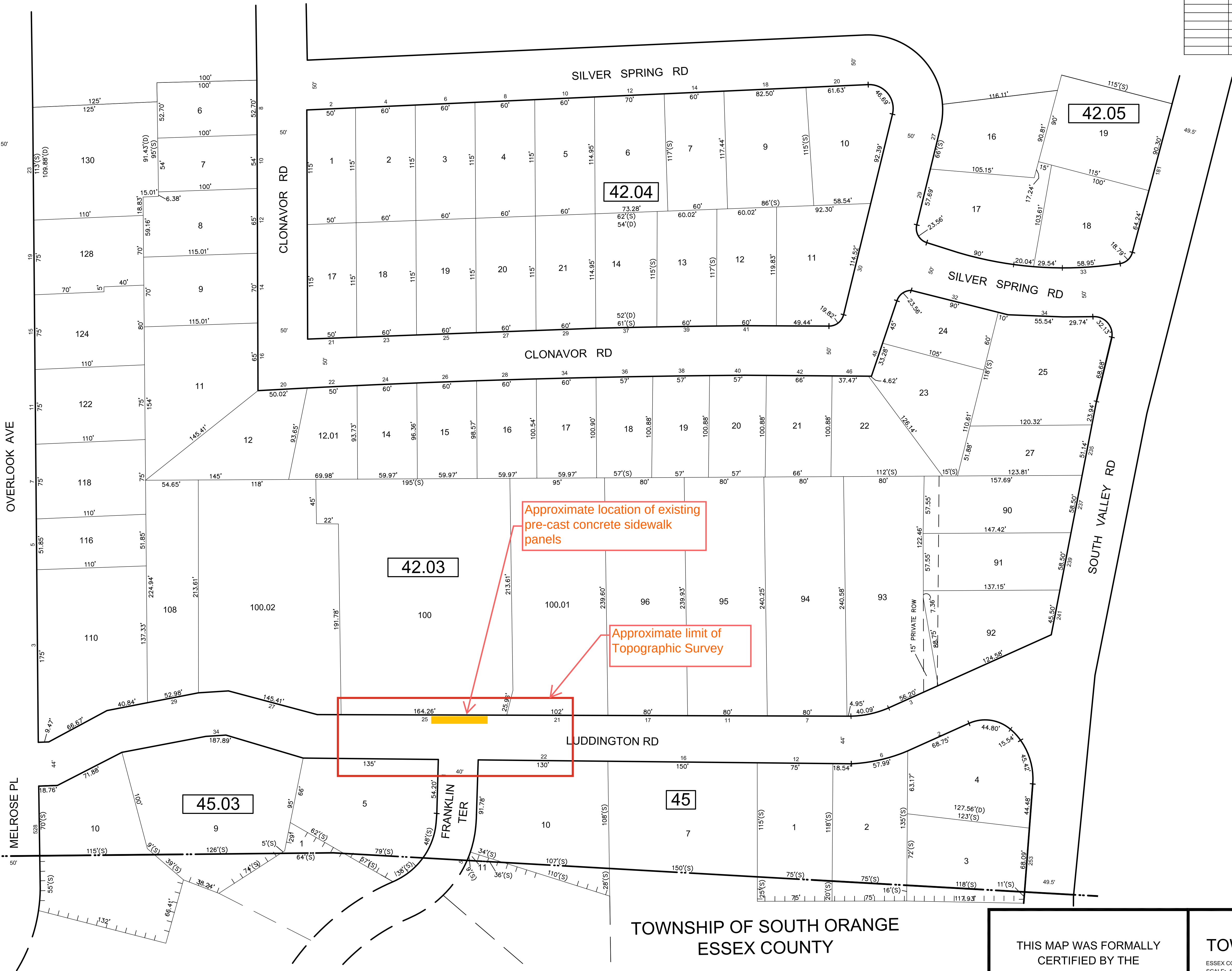
REVISIONS				
DATE	BY	LIC.NO	BLOCK	LOT



SHEET 3

SHEET 1

LUDDINGTON RD



TOWNSHIP OF SOUTH ORANGE
ESSEX COUNTY

THIS MAP WAS FORMALLY
CERTIFIED BY THE
DIVISION OF TAXATION ON
NOVEMBER 14, 2014 SIGNED
BY SUE DAVISON, CTA AND
ASSIGNED SERIAL NUMBER 1049

TAX MAP
TOWNSHIP OF WEST ORANGE

ESSEX COUNTY
SCALE: 1" = 50'
NEW JERSEY
DATE: JUNE 2011

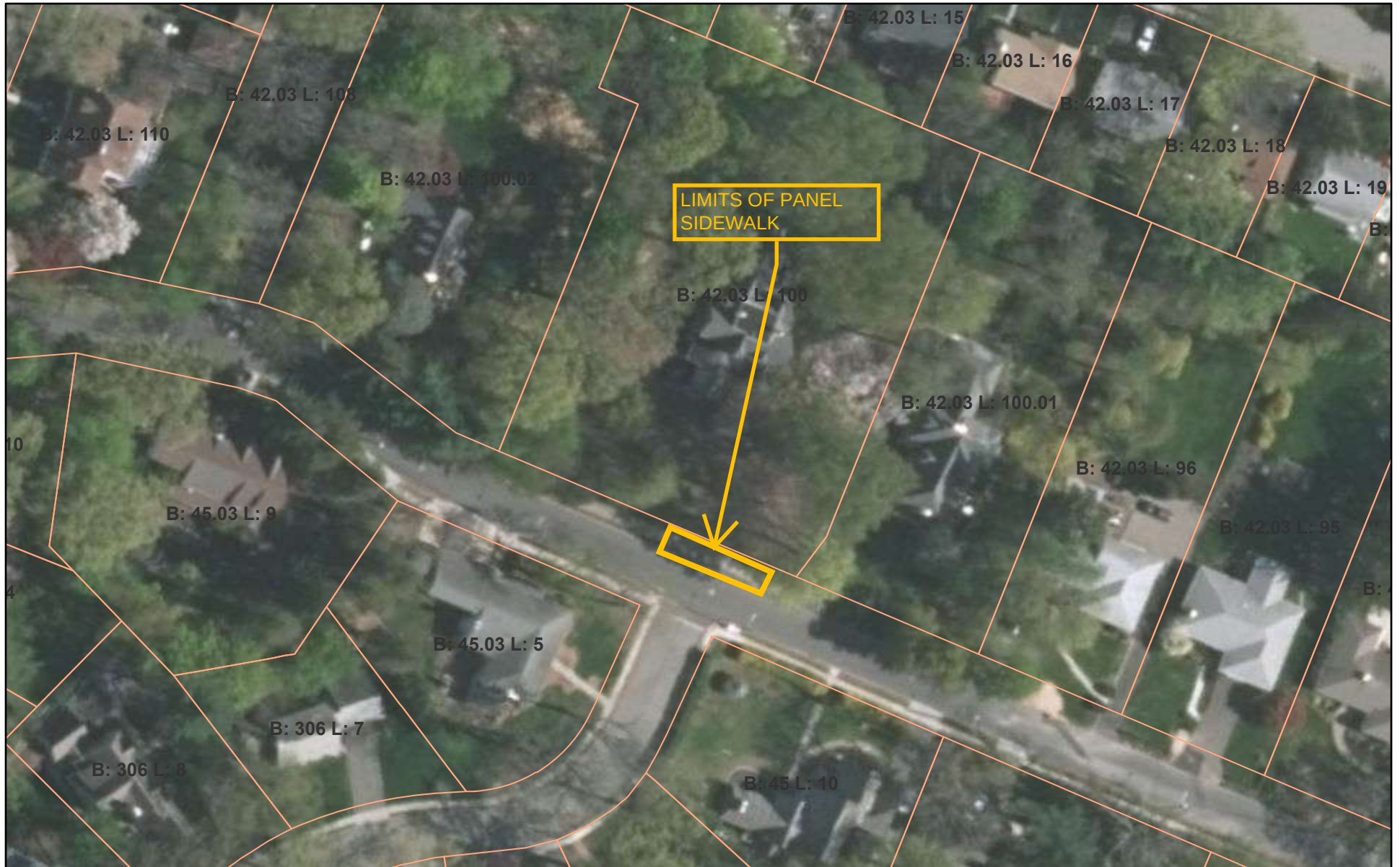
CHARLES A. ATKINSON

LICENSED LAND SURVEYOR
NEW JERSEY LICENSE NO. 33994
850 SO. WHITE HORSE PIKE
HAMMONTON, NEW JERSEY 08037
COA# 24GA27973300

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

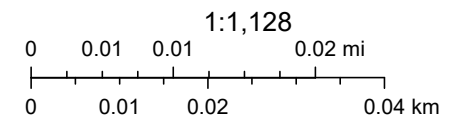
TO SHOW CONDITIONS AS OF AUGUST 2011

NJ-GeoWeb



11/7/2025, 2:55:59 PM

-  County Boundaries
-  Parcels Data (Block and Lot)



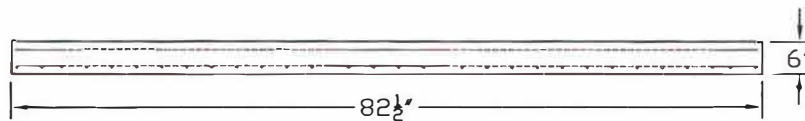
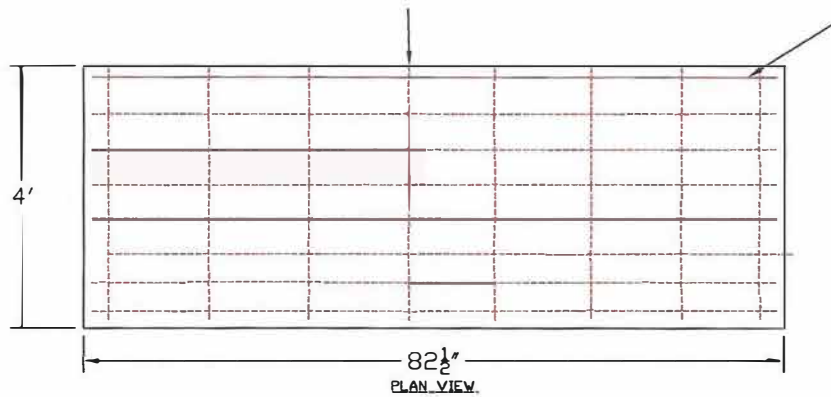
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community



REPLACEMENT SIDEWALK PANEL Type A-11 SECTIONS

#5 @ 10" LONG WAY
#5 @ 10" SHORT WAY
BOTT. STEEL/EPOXY

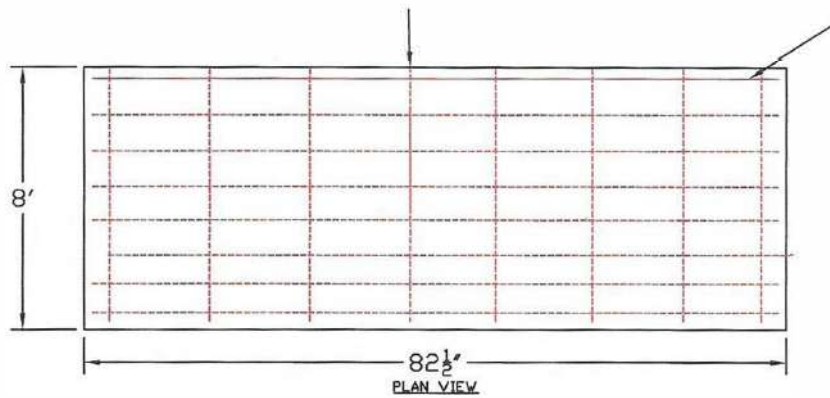
4X4-D4XD4 WIRE MESH
TOP STEEL EPOXY



REPLACEMENT SIDEWALK PANEL Type B-1 SECTIONS

#5 @ 10" LONG WAY
#5 @ 10" SHORT WAY
BOTT. STEEL/EPOXY

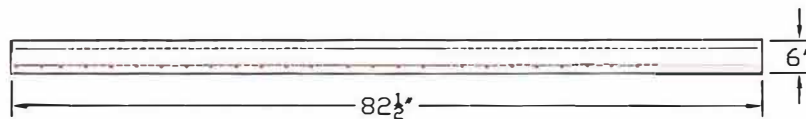
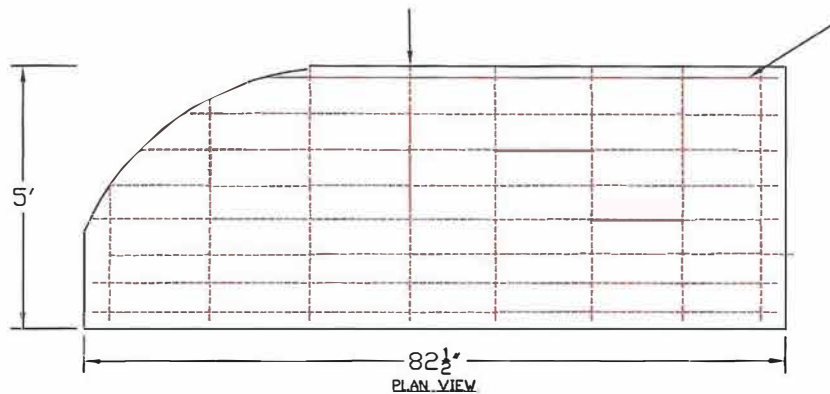
4X4-D4XD4 WIRE MESH
TOP STEEL EPOXY



REPLACEMENT SIDEWALK
PANEL Type C-1 SECTIONS
**A TEMPLATE WILL BE NEEDED
FOR THIS SECTION **

#5 @ 10" LONG WAY
#5 @ 10" SHORT WAY
BOTT. STEEL/EPOXY

4X4-D4XD4 WIRE MESH
TOP STEEL EPOXY





TOWNSHIP OF WEST ORANGE

25 LAKESIDE AVENUE, WEST ORANGE, N.J. 07052

DEPARTMENT OF ENGINEERING

SUSAN McCARTNEY

Mayor

Tel/Fax: (973) 325-4160

Email: Engineering@westorange.org

ZAYIBETH CARBALLO

Director/Municipal Engineer

REQUEST FOR INFORMATION NO. 1

TO: To All Prospective Consultants

FROM: Zayibeth Carballo, Director of Engineering/Municipal Engineer

PROJECT: Luddington Road – Sidewalk Panel Replacement

DATE: November 20, 2025

Additional information regarding the existing culvert and sewer system was requested.

Question: “Is there any culvert information that can be provided, even the Township storm sewer mapping of area will be helpful”.

➤ **Response:** The enclosed maps and drawings are being provided for your reference.

Drawing 1. Alternate Outlet Tunnels Thru First Mountain
Drawing 2. Record of Ramp Portal at Easterly Entrance of Luddington Rd. Tunnel
Drawing 3. Details of Ramp Portal at East Entrance to Luddington Rd. Tunnel, 10/12/31
Drawing 4. Details of Ramp Portal at East Entrance to Luddington Rd. Tunnel, 10/31/31

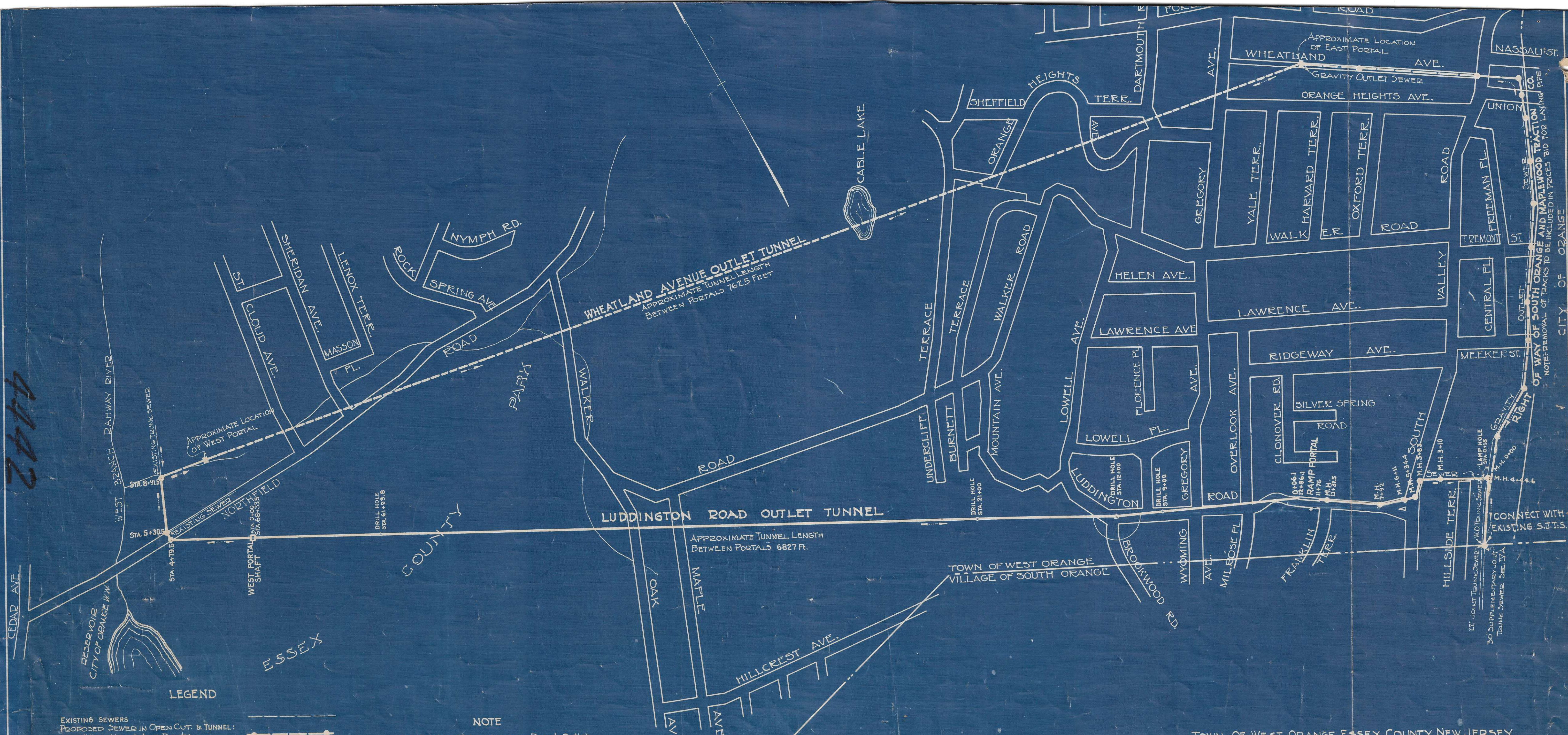
Also, see link to the Township’s Stormwater Information page on our website:

Link: <https://www.westorange.org/1862/Stormwater-Information>

Please be advised that the deadline for submitting proposals has been changed from December 1st, 2025 to **Friday, December 5th, 2025 on or before 10AM.**

ZYC/tb

4442



LEGEND

EXISTING SEWERS
PROPOSED SEWER IN OPEN CUT & TUNNEL:
Wheatland Ave. Route
SEWERS CONSTRUCTED IN OPEN CUT & TUNNEL:
LUDDINGTON ROAD ROUTE

NOTE

For Profile of Luddington Road Outlet Tunnel and Gravity Outlet to Section 4A of the Supplementary Joint Trunk Sewer see Sheet No. 2.

For Profile of Wheatland Avenue Outlet Tunnel and Gravity Outlet to Section 4-A of the Supplementary Joint Trunk Sewer see Sheet No. 3

W.O. "B"
16/1
E.S. 29/9/30
E.S. 30/9/30
EDM. 19/1/30

REVISED AS CONSTRUCTED Aug. 1933

TOWN OF WEST ORANGE ESSEX COUNTY NEW JERSEY
COMPREHENSIVE SEWER SYSTEM
FOR THE AREA BETWEEN FIRST AND SECOND MOUNTAINS
**ALTERNATE OUTLET TUNNELS
THRU FIRST MOUNTAIN**

WITH GRAVITY OUTLET SEWERS
CONNECTING TO SECTION 4A
S.J.T.S.

HORIZONTAL SCALE: 1" = 100'

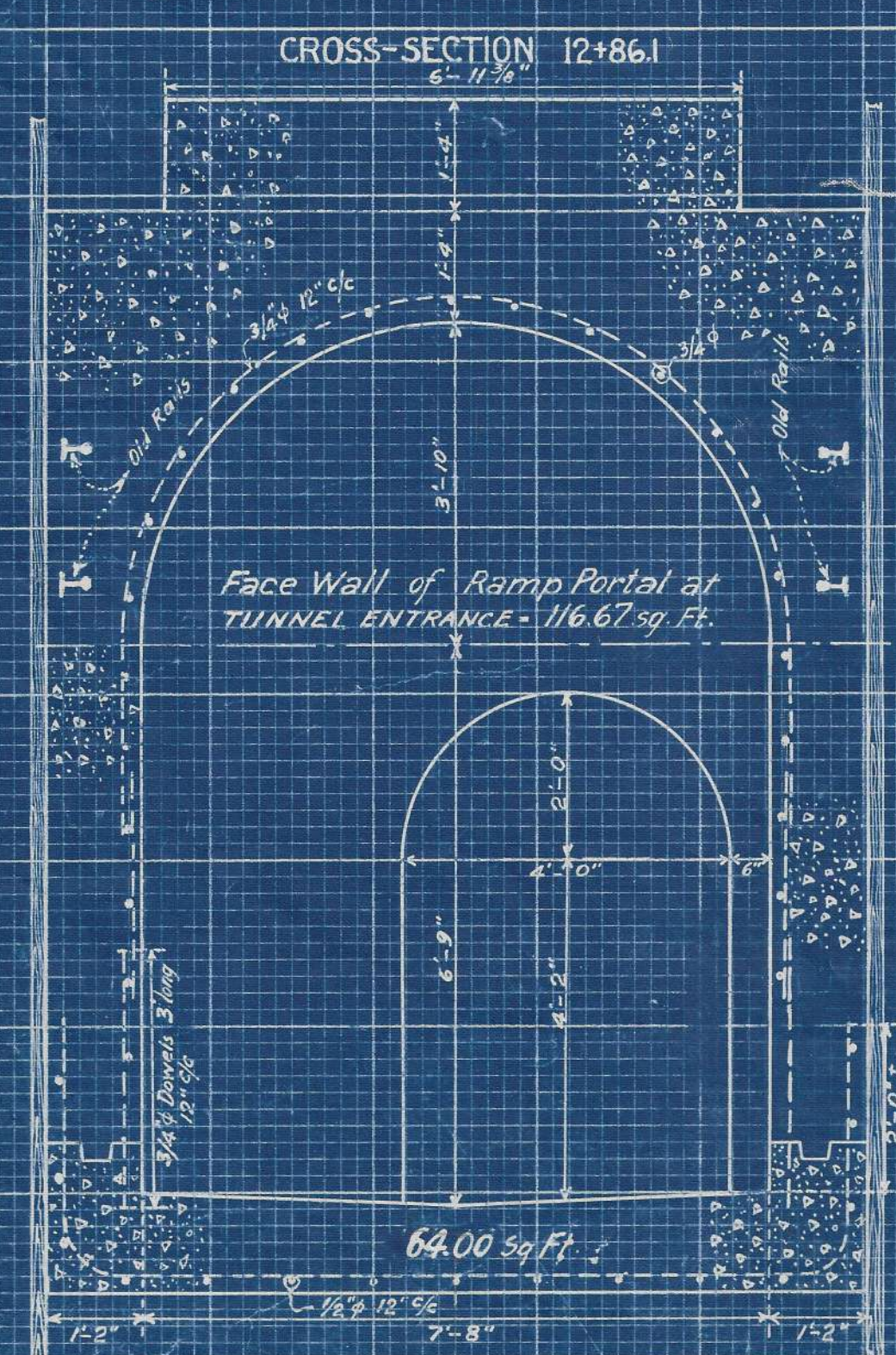
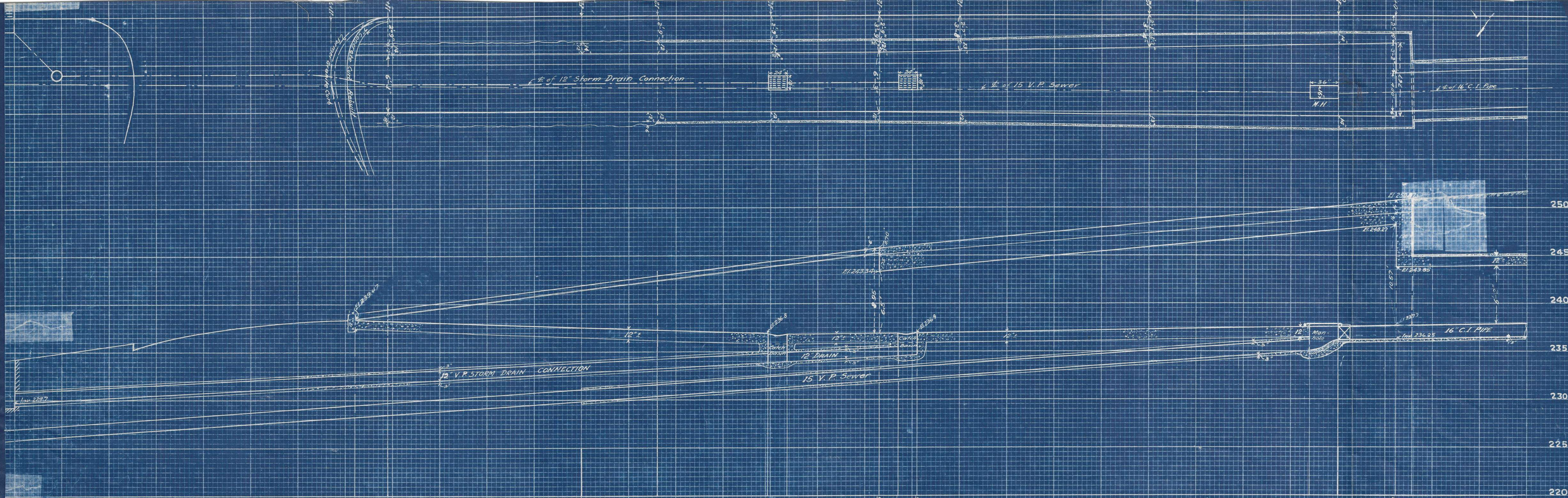


30 CHURCH ST.
NEW YORK CITY

SEPT. 1930

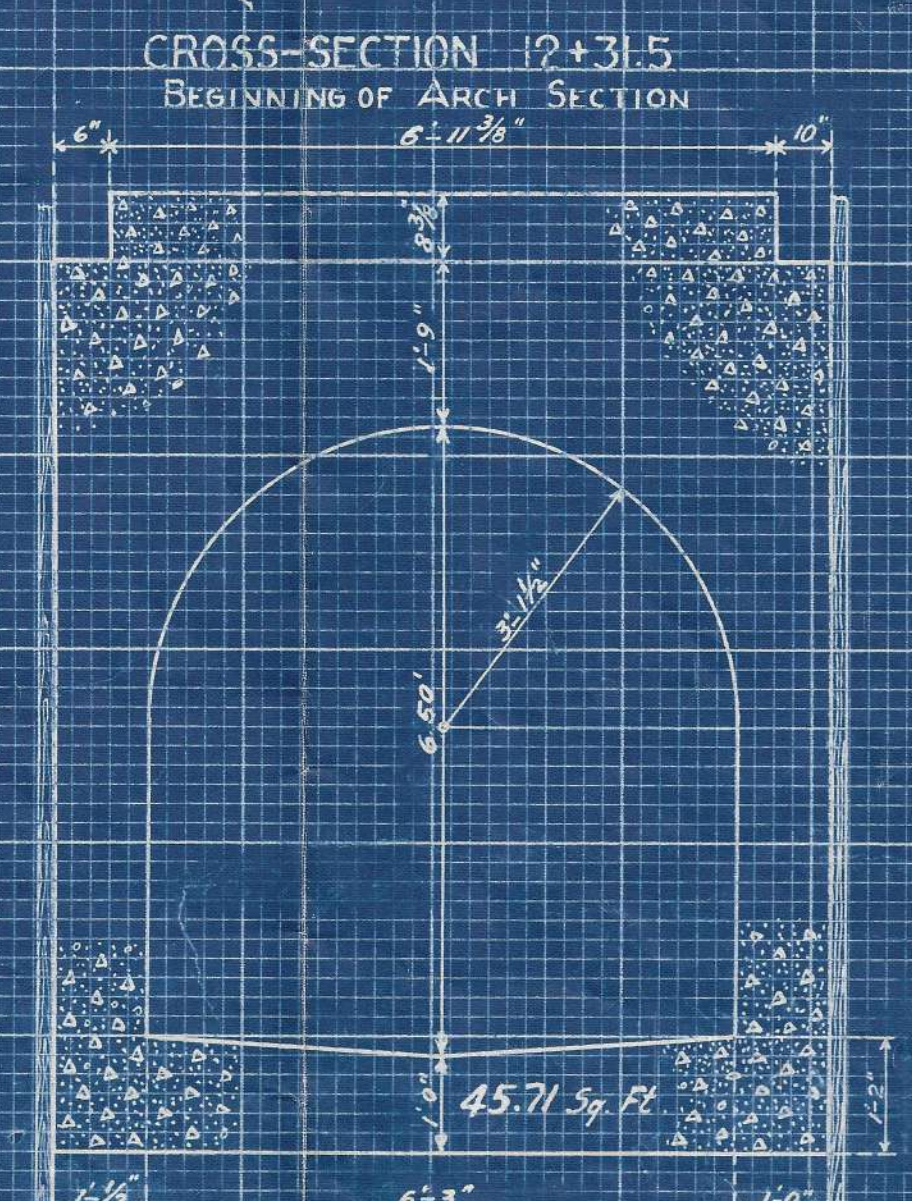
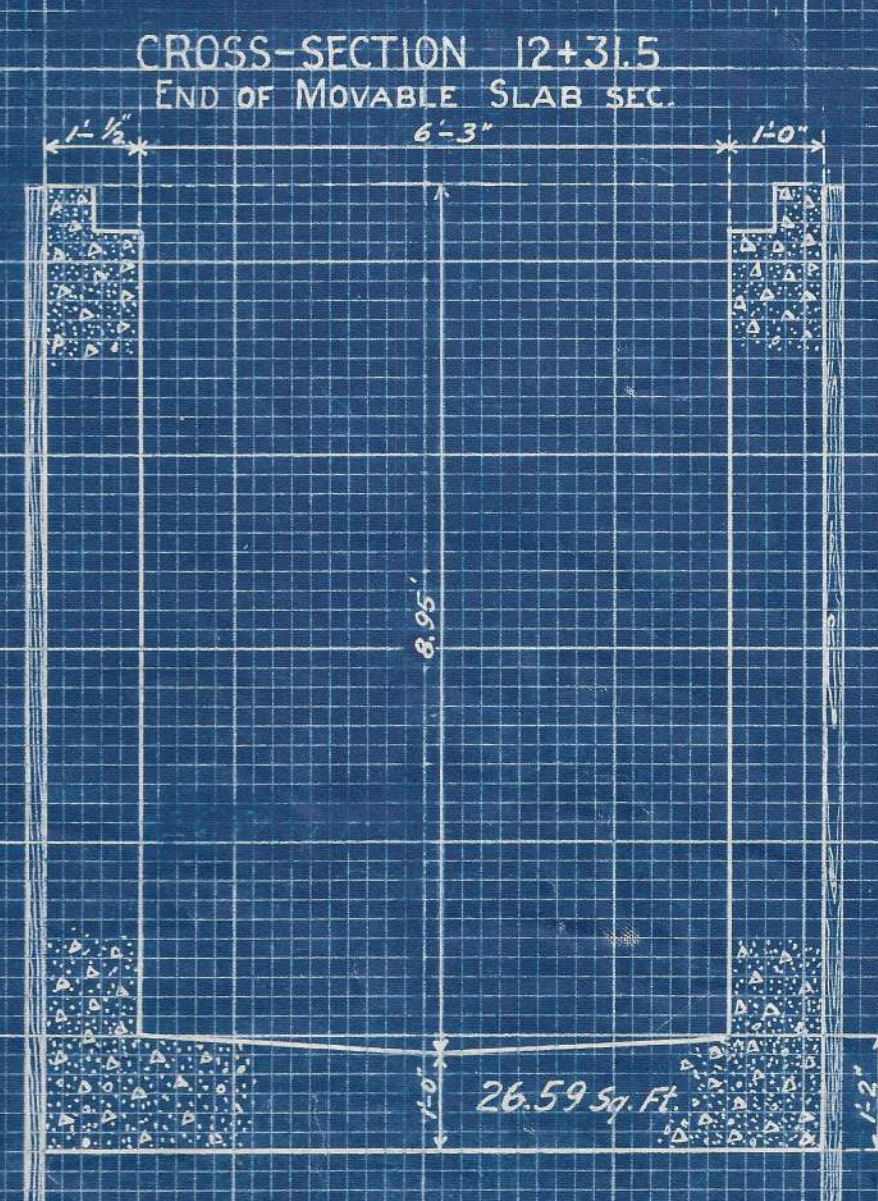
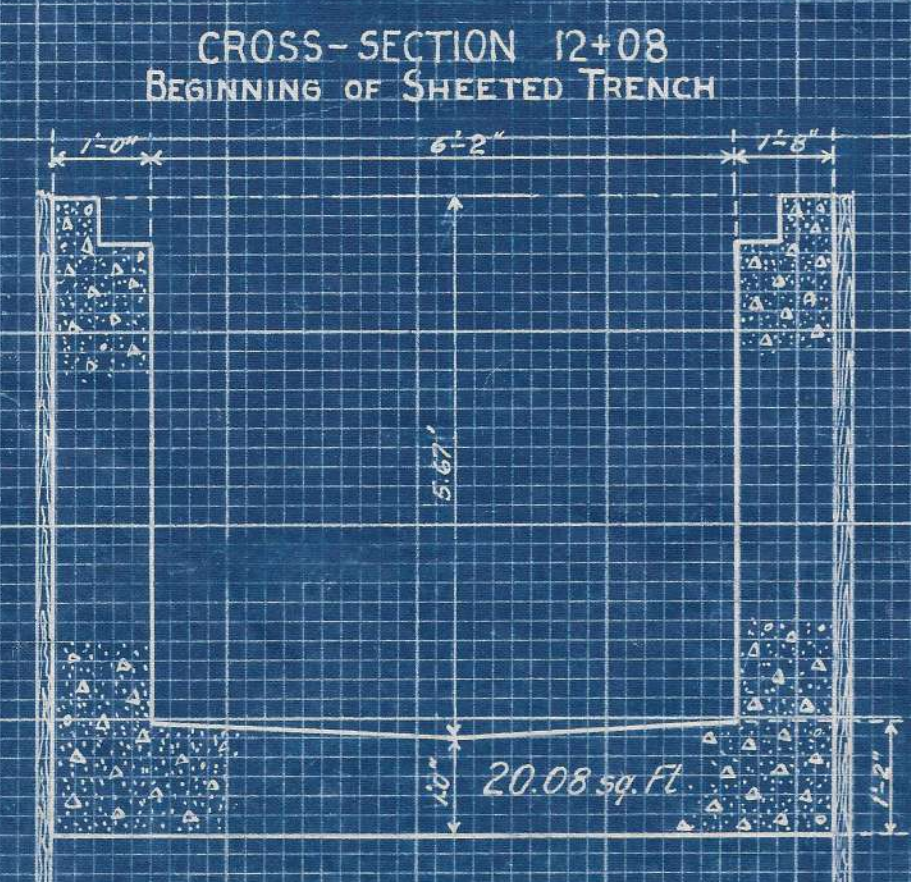
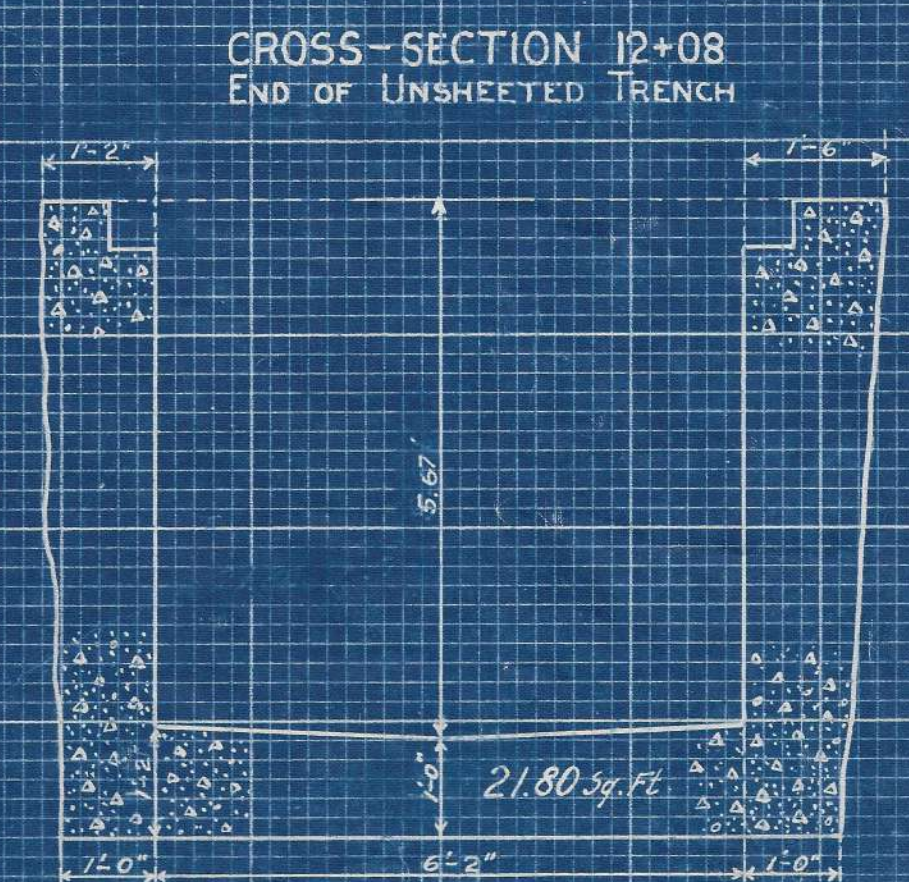
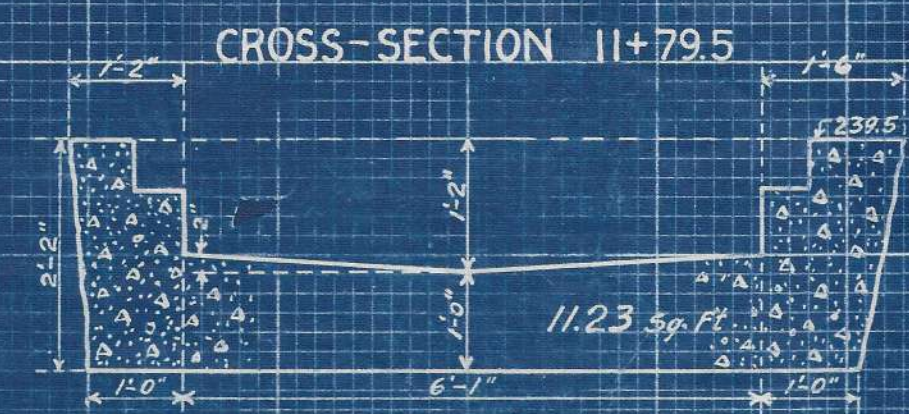
Alvan R. Rott
CONSULTING ENGINEER

NOTE: REMOVAL OF TRACKS TO BE INCLUDED IN PRICES BID FOR LAYING PIPE
OF WAY OF SOUTH ORANGE AND MAPLEWOOD TRACTION CO.

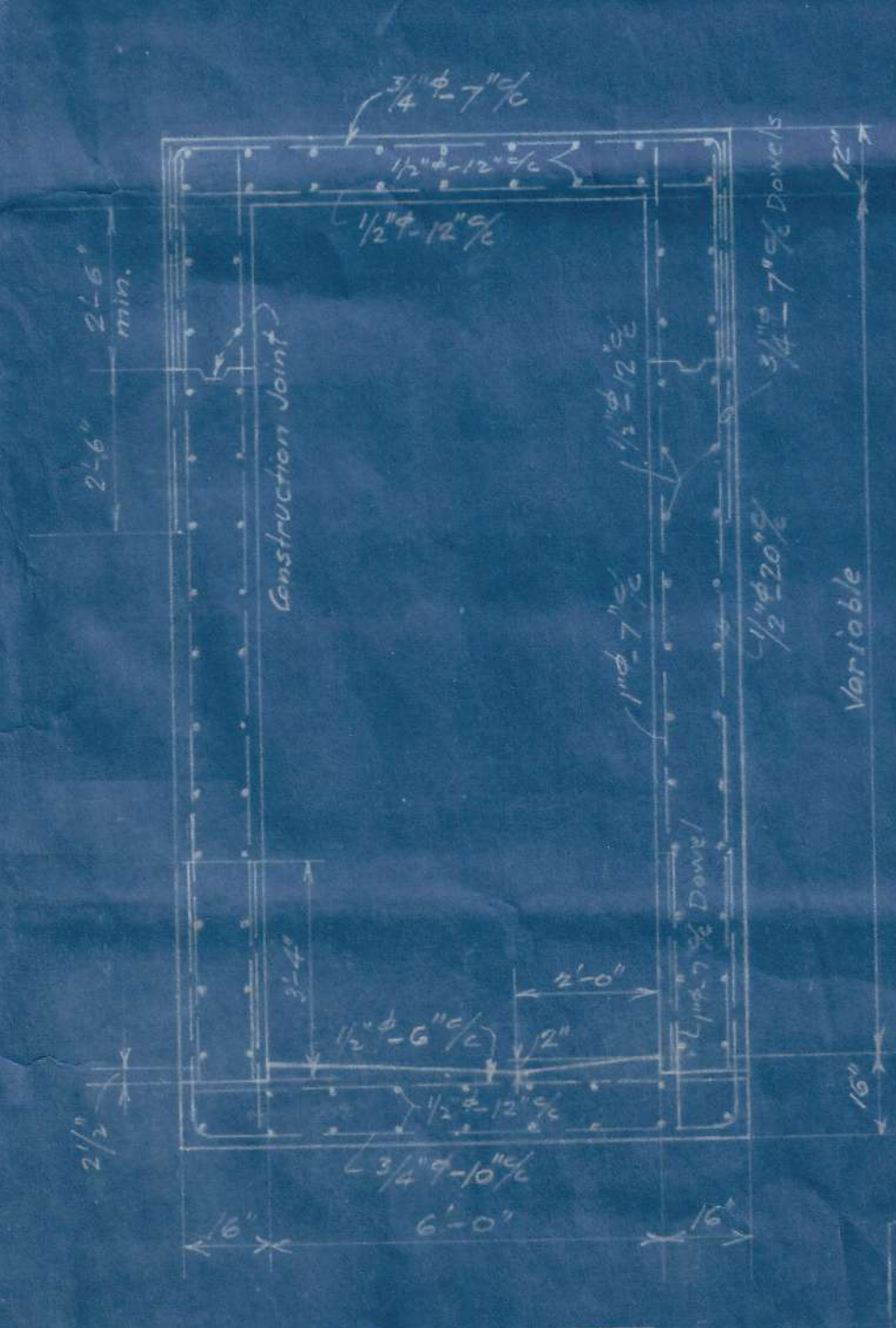
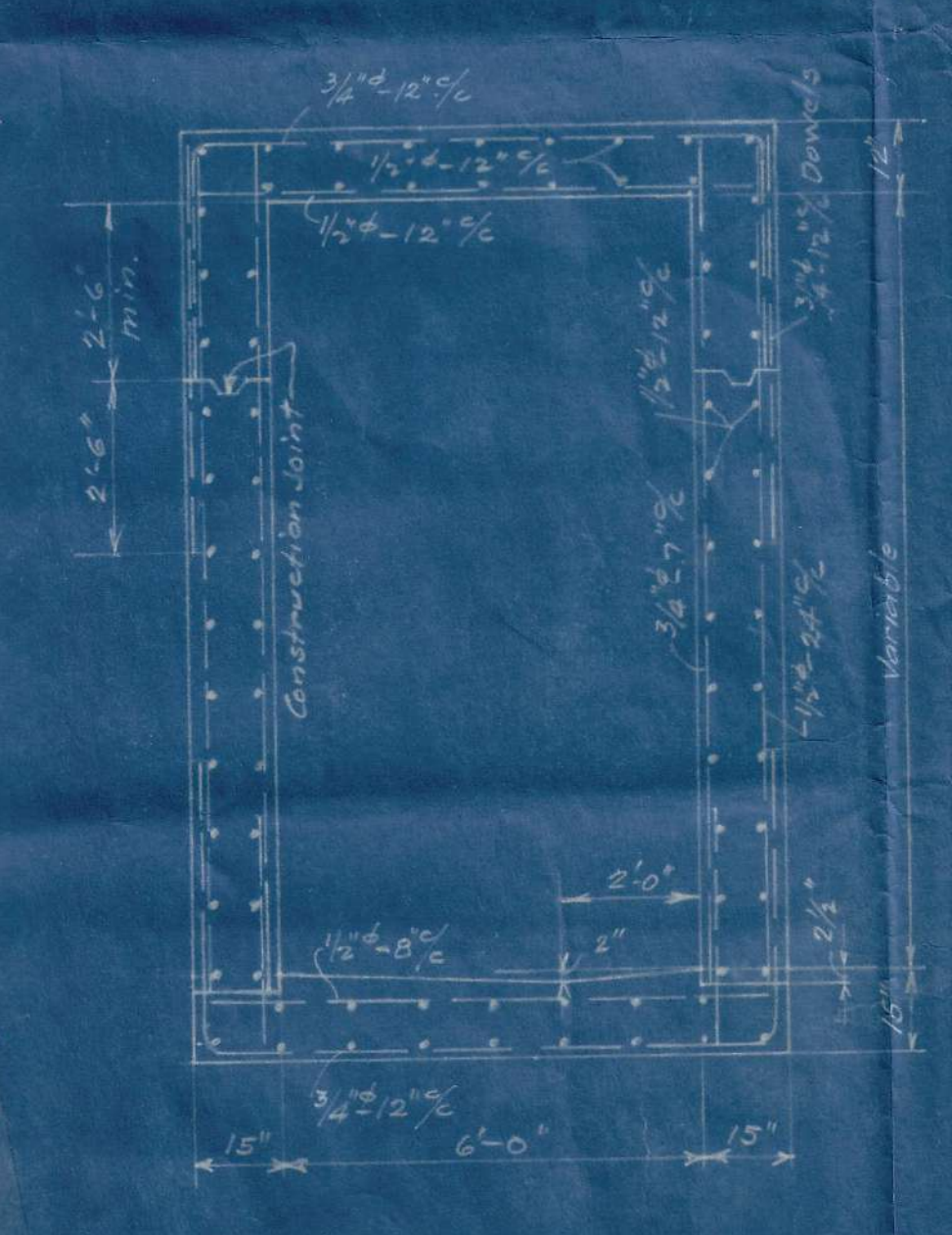
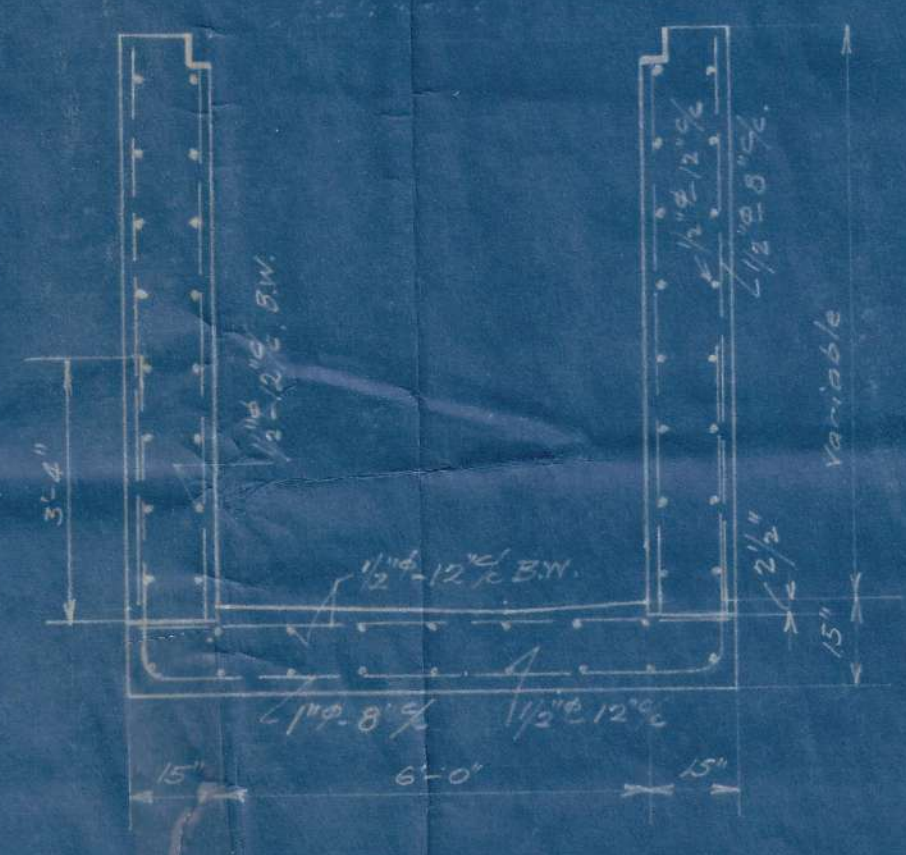
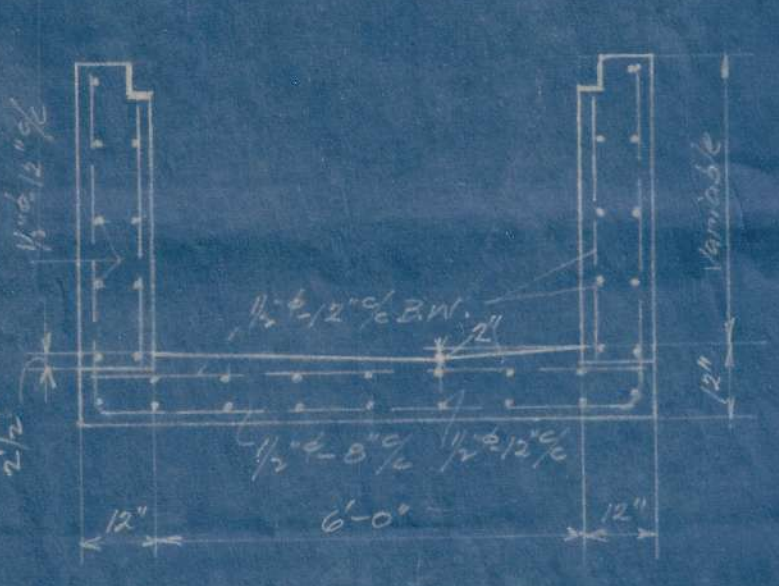
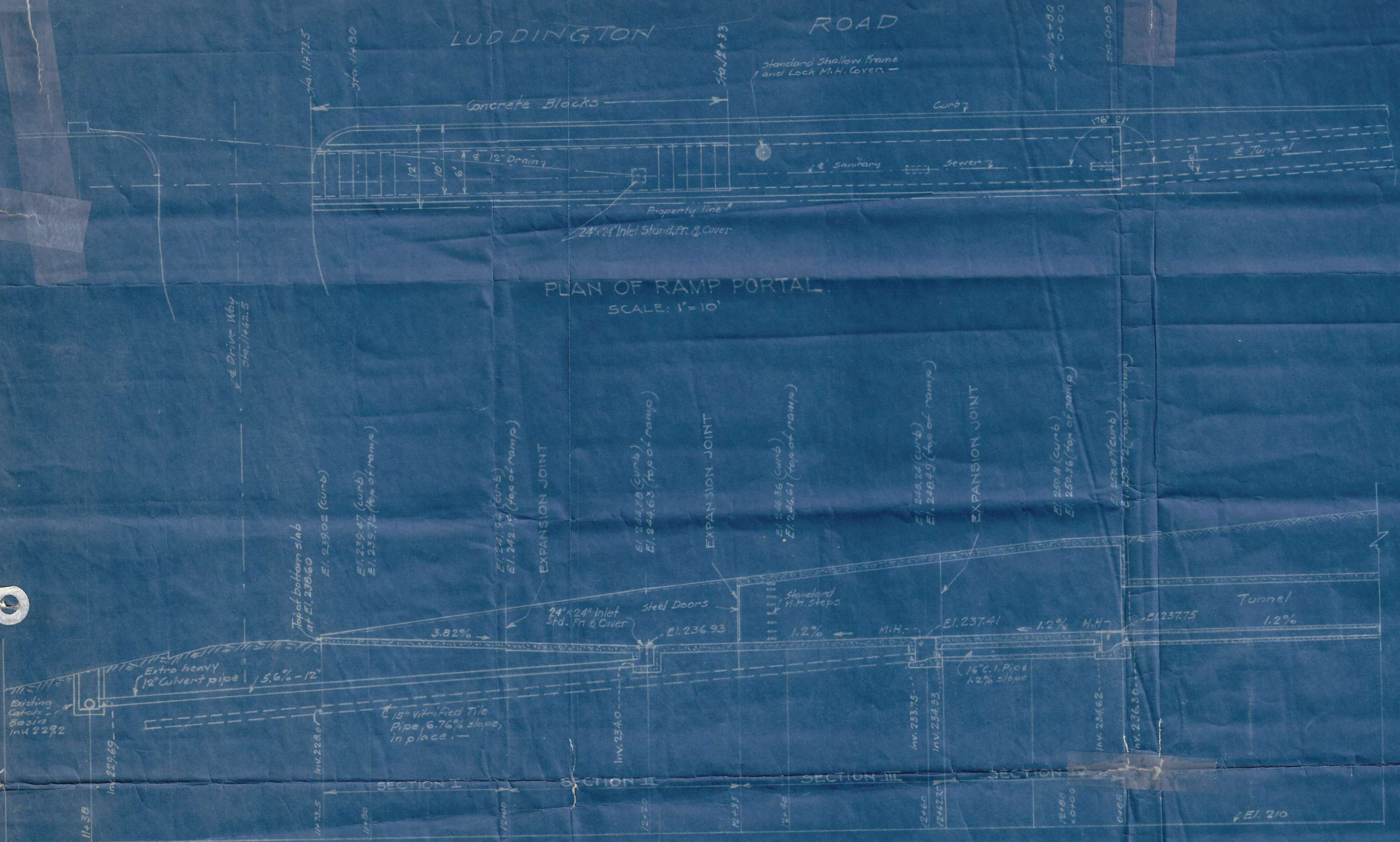


CONCRETE QUANTITIES

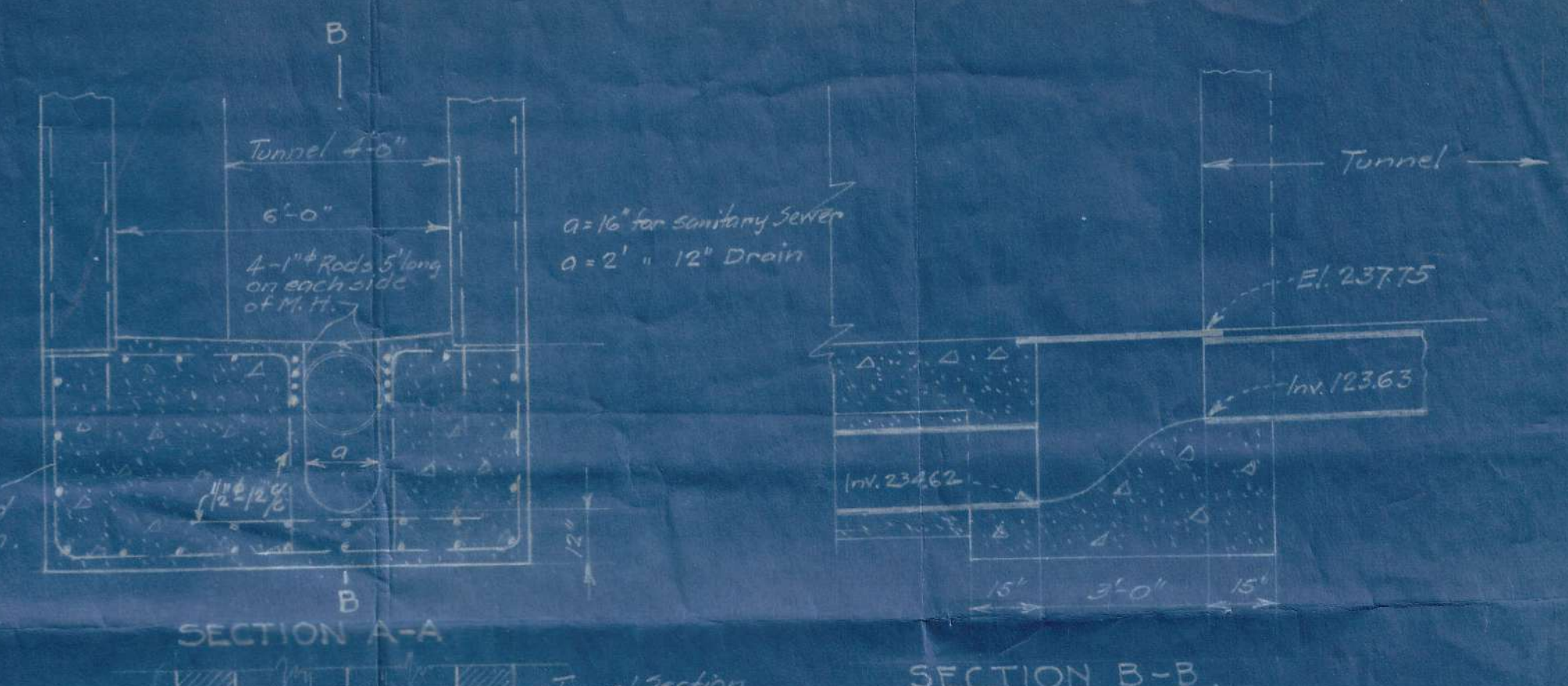
Sta. 11+76 to 11+79.5 = $3.5 \times \frac{92+11.2}{2} =$	36.575 cu. ft.
" 11+79.5 to 12+08 = $28.5 \times \frac{112+21.8}{2} =$	470.820 "
" 12+08 to 12+31.5 = $23.5 \times \frac{21.8+26.53}{2} =$	548.490 "
" 12+31.5 to 12+31.5 = $0 \times \frac{45.71+46.00}{2} =$	0.000 "
" 0+061 to 0+078 = $17 \times \frac{116.67}{2} =$	198.339 "
Movable Slab: Sta. 11+76 to 12+31.5 = $(55.5 \times 6.17 \times 0.5) =$	5.97 "
TOTAL RAMP PORTAL:	163.36 cu. yds.



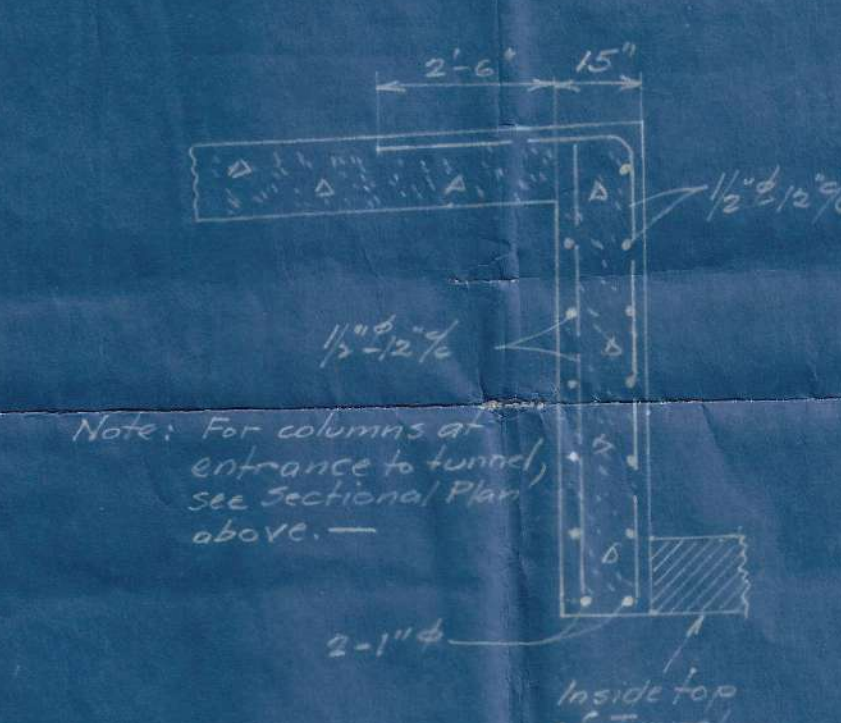
4436



Reinforcement to be as required for each Section.



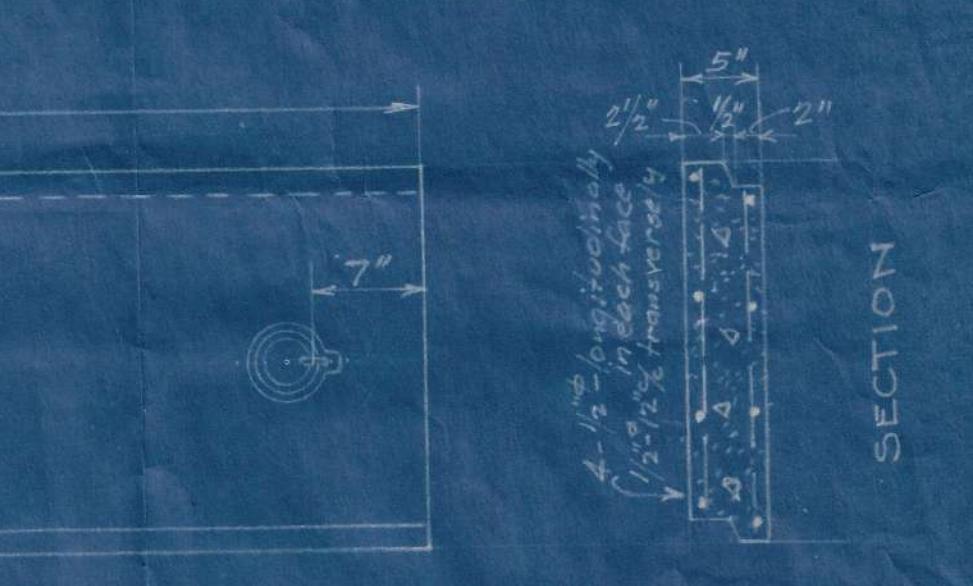
SECTIONAL PLAN (AT TUNNEL)



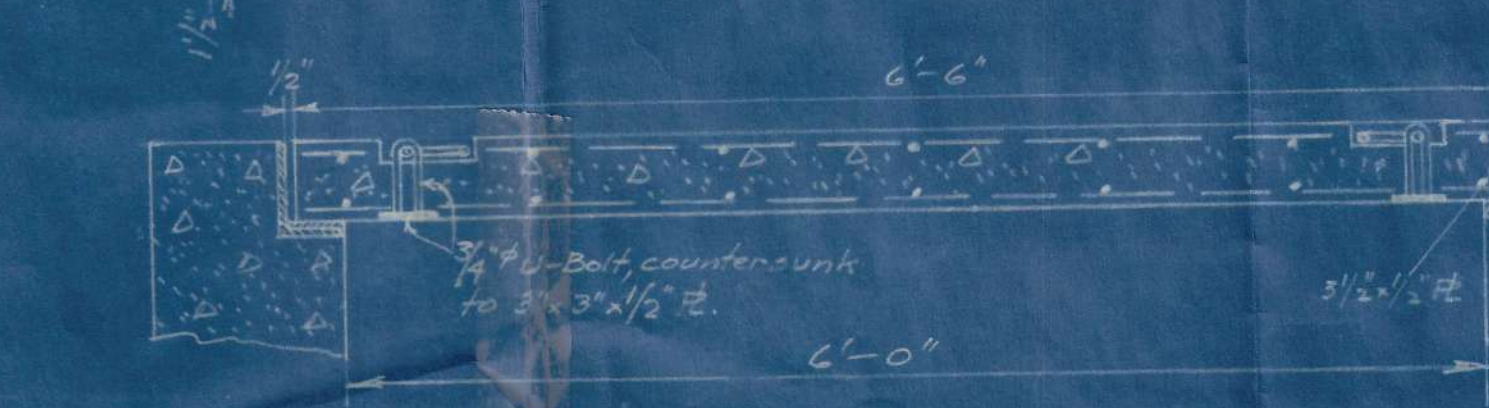
DETAIL AT MANHOLES
SCALE: 3/8" = 1'-0"

Note: Manhole Cover for Sanitary Sewer to be the same as used in tunnel. Catch Basin Inlet Cover to be 27x21" and of an approved type.

TYPICAL EXPANSION JOINT FOR TOP SLAB, SIDE WALLS, BOTTOM SLAB



DETAILS OF CONCRETE BLOCKS AND SUPPORT
SCALE: 1" = 1'-0"

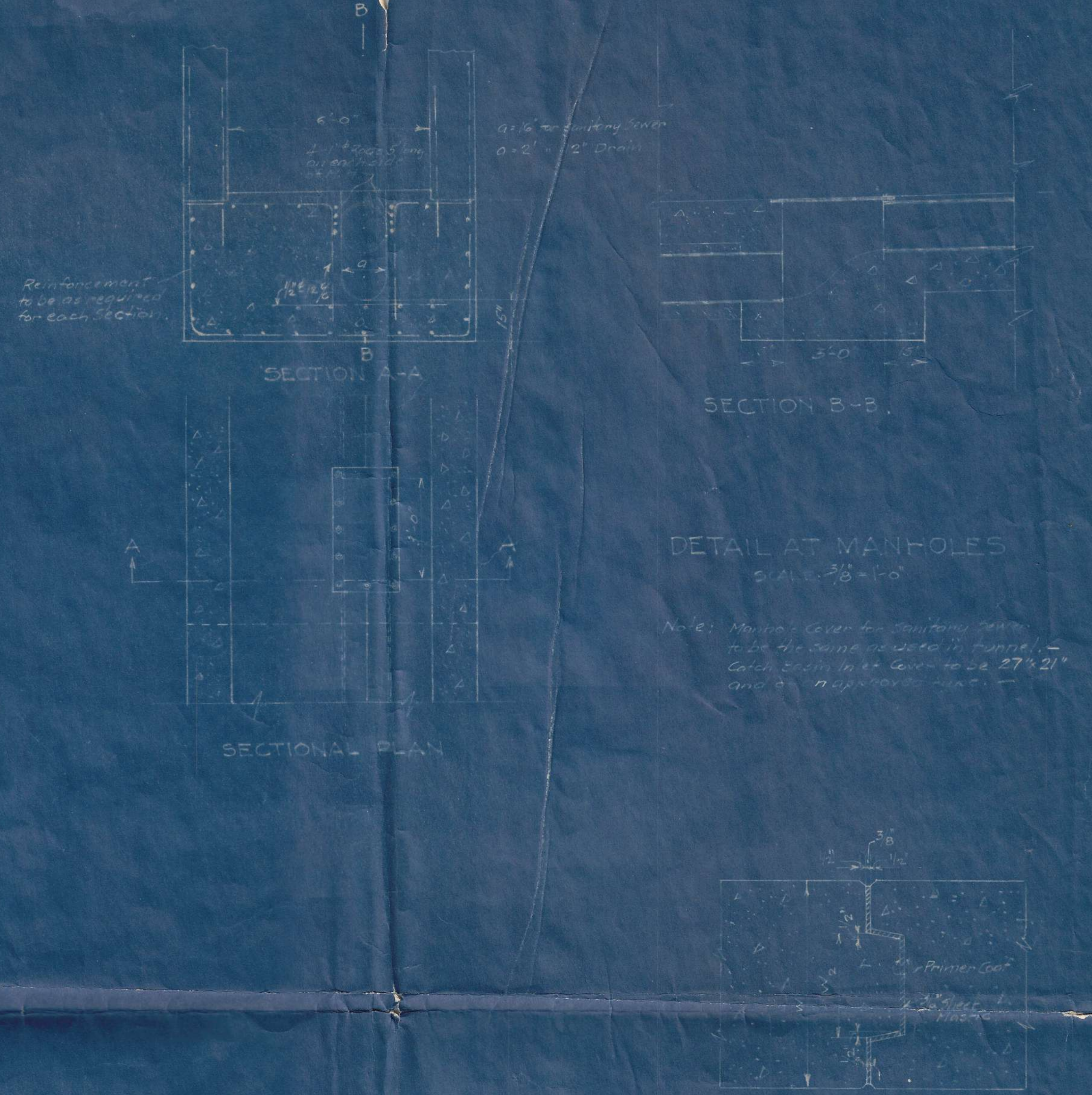
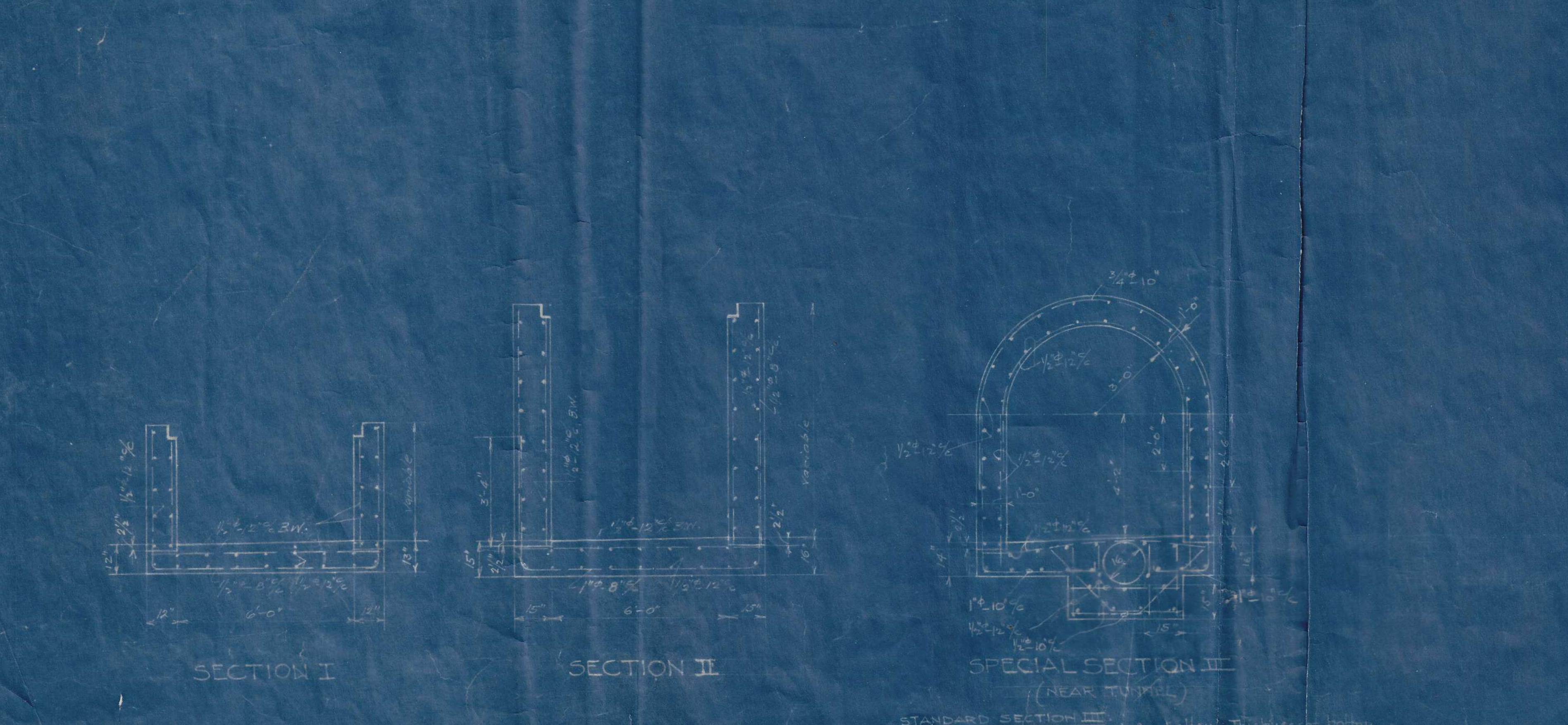


ALEXANDER POTTER
CONSULTING ENGINEER
DESIGNED BY: P.S.
CHECKED BY: P.S.
REVISED BY: P.S.
APPROVED: P.S.

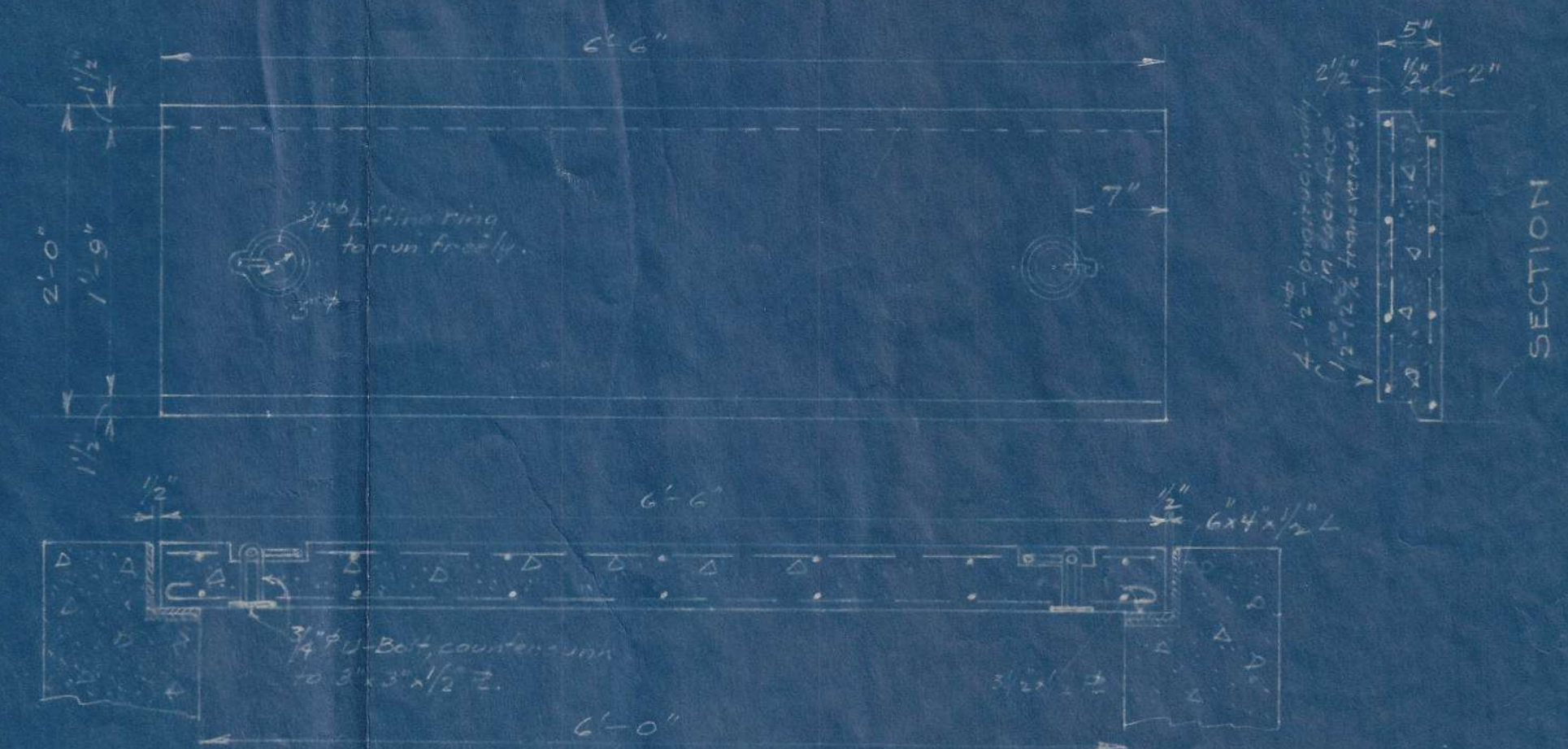
WEST ORANGE, N.J.
CONTRACT "B"
DETAILS OF RAMP PORTAL
AT
EAST ENTRANCE TO LUDDINGTON RD TUNNEL
SCALE: AS SHOWN
NEW YORK CITY 10-12-31 CONSULTING ENGINEER



SECTION THROUGH RAMP PORTAL
SCALE: 1"=10'



TYPICAL EXPANSION JOINT
FOR
TOP SLAB, SIDE WALLS, BOTTOM SLAB



EXAMINED AND APPROVED
BY
P. Sch. Drawn by P. Sch.
DATE 10/31/51

WEST ORANGE, N.J.
CONTRACT NO. 1
DETAILS OF RAMP PORTAL
AT
EAST ENTRANCE TO LUDDINGTON RD TUNNEL
SCALE: AS SHOWN
50 CHURCH ST.
NEW YORK CITY
CONSULTING ENGINEER



**Consulting & Municipal
ENGINEERS**

1460 Route 9 South
Howell, NJ 07731
732.462.7400 ☎
www.cmeusa1.com 🌐

December 5, 2025

Sent Via Electronic Mail

Township of West Orange
Department of Public Works
25 Lakeside Avenue
West Orange, NJ 07052

Attn: *Zayibeth Carballo, PE, PLS, PP, CME, CFM, CFS*
Municipal Engineer

Re: ***Professional Engineering & Surveying Services
Luddington Road – Sidewalk Panel Replacement
West Orange, New Jersey
Proposal No. 2025-150***

Dear Ms. Carballo:

We are pleased to submit our proposal for Professional Engineering and Surveying Services for the Luddington Road Sidewalk Panel Replacement. Based on our review of the RFP provided to our office, the improvements will include the replacement of existing precast concrete sidewalk panels covering an existing drainage culvert within the Township Right-Of-Way at 25 Luddington Road. The existing precast sidewalk panels are in disrepair and need replacement. Based on the above, we propose the following scope of services:

1. Land Surveying Services

Under this task, we will prepare an existing conditions plan to be utilized for the design of the improvements. The services will include the following:

- a. Prepare a topographic survey and base mapping suitable for the proposed improvements;
- b. Establish horizontal control based on current New Jersey State Plane Coordinate System and Vertical Datum;
- c. Set Benchmark(s) on site for future use;
- d. Prepare an Existing Conditions/ Survey Control Plan; and,
- e. Coordinate utility mark-outs.



Township of West Orange
Re: Professional Engineering & Surveying Services
Luddington Road – Sidewalk Panel Replacement

December 5, 2025
Our File No. 2025-150
Page 2

2. Civil Engineering Services

The services under this task will include the following services:

- a. Design the existing pre-cast concrete sidewalk panels covering the existing drainage culvert;
- b. Design and prepare contract drawings and specifications for replacing the existing pre-cast concrete sidewalk panels covering the existing drainage culvert. The plan set will include, but not limited to, the following sheets:
 - Cover Sheet
 - Existing Conditions/Survey Control Plan
 - Demolition Plan
 - Construction Plan
 - Traffic Control Plan
 - Construction Details
- c. Attend four (4) meetings with the Township;
- d. Prepare a Bid Package that includes construction plans and specifications in accordance with public bidding laws; and,
- e. Provide the Township with plans and specifications in AutoCAD, hard copy, and PDF files.

Summary of Fees

We will provide the necessary engineering services as described above based upon the following lump sum fee amounts:

– Phase I – Land Surveying Services	\$8,000.00
– Phase II – Civil Engineering Services	\$11,500.00
Total Lump Sum Fee.....	\$19,500.00

Schedule

The project will be bid in the first quarter of 2026 with construction to commence in Spring 2026.



Township of West Orange
Re: Professional Engineering & Surveying Services
Luddington Road – Sidewalk Panel Replacement

December 5, 2025
Our File No. 2025-150
Page 3

Construction Administration Phase Services

As requested, we have also included a separate fee for construction administration phase services. Our office will provide construction management of the improvements for the anticipated contract time including the following services:

1. Coordinate and attend pre-construction meeting;
2. Coordinate with the contractor to ensure compliance with the final contract documents;
3. Provide assistance with interpretation of contract documents;
4. Review shop drawings;
5. Provide construction observation services;
6. Prepare progress pay estimates;
7. Prepare punch lists required to be addressed by the contractor prior to close out;
8. Prepare final pay estimate and close out change order; and,
9. Coordinate with the Township and CDBG offices for reimbursement of the respective grant funding.

Total Lump Sum Fee.....\$12,000.00

Exceptions:

- Any work not specified as listed in the above phases shall be considered additional services and will be invoiced at the time said work is authorized by the Township.

Should this fee estimate meet your approval, please provide our office with a professional services agreement or resolution as an indication of the work to proceed. In the meantime, should you have any questions concerning this matter, please do not hesitate to contact this office.

Very truly yours,

CME Associates

Trevor J. Taylor, PE, PP, CME
For the Firm

BOSWELL

EST 1924

Proposal

FOR THE PROVISION OF

TOWNSHIP OF WEST ORANGE

LUDDINGTON ROAD –SIDEWALK PANEL REPLACEMENT

LAND SURVEYING, CIVIL ENGINEERING, AND CONSTRUCTION ADMINISTRATION SERVICES

DUE: DECEMBER 1, 2025



330 PHILLIPS AVENUE
SOUTH HACKENSACK, NEW JERSEY
P. 201-641-0770

Engineered For Life

December 1, 2025

Zayibeth Carballo
Director/Municipal Engineer
Department of Engineering
Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052
zcarballo@westorange.org
973-325-4160

Re: Request for Proposals
Luddington Road – Sidewalk Panel Replacement
File No. PR-25-14284

Dear Ms. Carballo:

Boswell, Inc. (Boswell), in accordance with the Township of West Orange's (Township) Request for Proposals, is pleased to submit one (1) original of our Proposal to provide Professional Engineering Services for the Luddington Road – Sidewalk Panel Replacement project.

For more than 100 years, Boswell has provided a comprehensive range of multi-disciplinary professional engineering and planning services to numerous public sector clients throughout New Jersey. We have established an exceptional reputation in every sector in which we operate. Our projects are accomplished with sound, long-lasting solutions that prioritize our clients' needs and the environments in which they are constructed.

Please note we have updated our company name from "Boswell Engineering, Inc." to "Boswell, Inc." Regardless, some documents within this proposal may still reflect our previous name.

We thank you for the opportunity to submit our Proposal and look forward to our work with the Township. Should there be any questions or if any additional information is required, please do not hesitate to contact me (201-641-0770 / pferriero@boswellengineering.com).

Very truly yours,



Paul W. Ferriero, PE
Vice President Municipal Services

PWF/sc
Enclosures

TABLE OF CONTENTS

SECTION I – Administrative Information

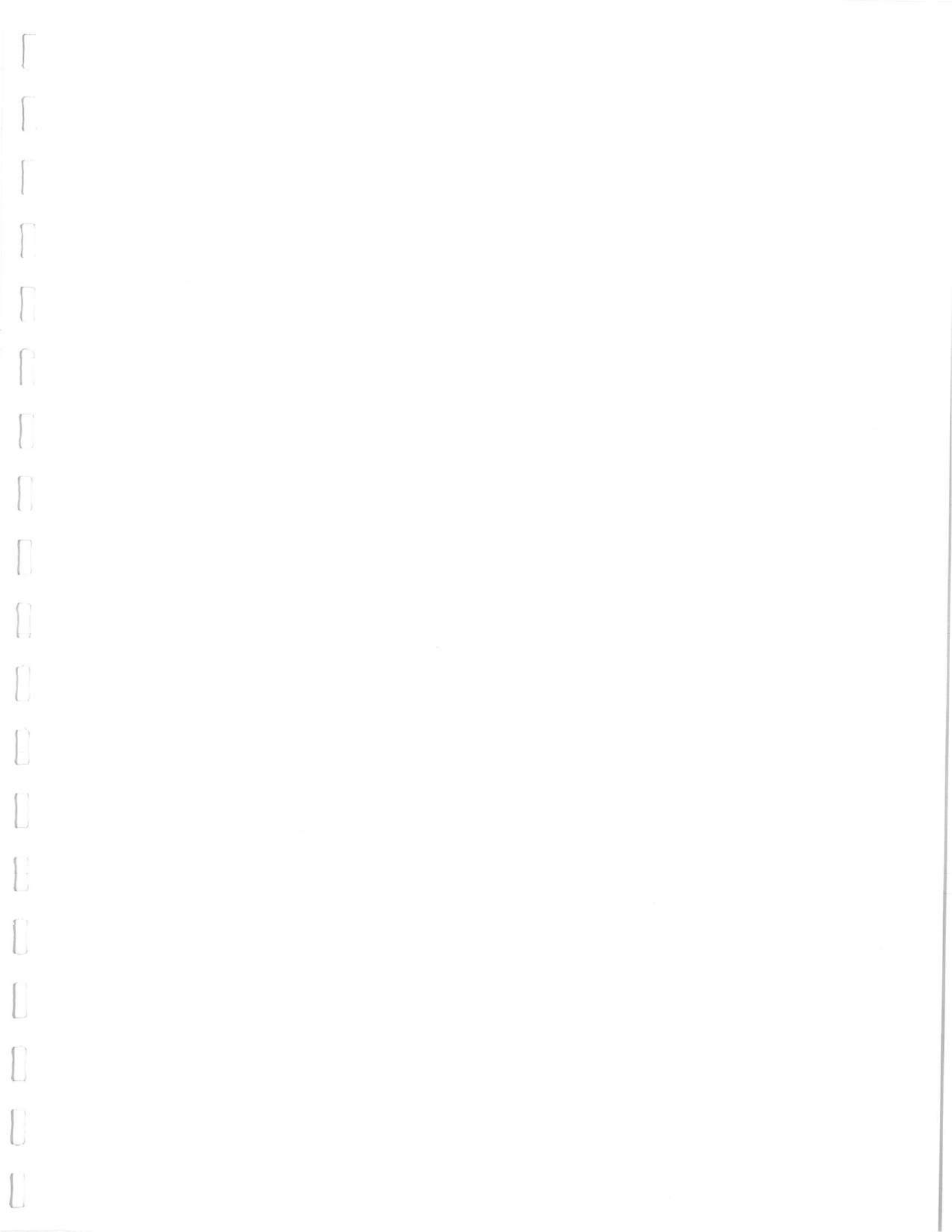
SECTION II – Professional Information

SECTION III – Representative Projects

SECTION IV – Key Personnel

SECTION V – Lump Sum Fee and Hourly Rates

SECTION VI – Boswell Licenses and Certificates





SECTION I – Administrative Information

Based on our review of the Scope of Services, **Boswell Inc. (Boswell)** has a full understanding of all work necessary to complete the Luddington Road Sidewalk Panel Replacement in the Township of West Orange (Township). The firm has successfully completed numerous projects of similar scope and is committed to delivering personalized service commensurate with the professional service needs of the Township. **Boswell** is headquartered in South Hackensack with offices in Chester and Hopewell, New Jersey, with additional offices in New York State. We have personnel located in the area who are readily available to complete the requisite work. **Boswell's** team possess the in-house capabilities and local resources to successfully provide a comprehensive range of services to the Township.

South Hackensack (Corporate Headquarters)

330 Phillips Avenue
South Hackensack, NJ 07606
Tel: 201-641-0770

Hopewell New Jersey Office

17 Model Avenue
Hopewell, NJ 08525
Tel: 609-466-0002

Chester New Jersey Office

180 Main Street
Chester, NJ 07930
Tel: 908-879-6209

Officer-in-Charge: Kevin J. Boswell, PE, PP, CME
President and CEO

Key Contact: Joseph S. Kosinski, PG, CFM, LEED AP
Department Head – Site/Civil Engineering

Firm Qualifications

Boswell is a leading, fully integrated, multi-disciplinary engineering and consulting firm, providing a comprehensive range of engineering and power & energy services. **Boswell**, with its extensive professional engineering experience, is currently ranked nationally among Engineering News Record's (ENR) Top 500 Design and Top 50 Construction Management firms; regionally among ENR's Top Design Firms in the NY/NJ Metropolitan area; and statewide among NJBiz's Top 25 Engineering and Top Environmental firms. Since its founding in 1924, **Boswell** has kept pace with the rapidly changing technological advancements in the industry in order to consistently provide clients with current and up-to-date professional services. With over 300 employees, **Boswell** is recognized as one of the largest and most diverse engineering firms in the State of New Jersey. Our contingent of over 100 licensed and certified professionals possess the requisite background and technical experience to successfully provide multi-disciplinary engineering services regionally, statewide, and locally throughout New Jersey and New York.

Boswell's outstanding history of engineering accomplishments is long, beginning as a two-man field office concentrating on surveying and civil engineering. For more than 100 years, **Boswell** has successfully demonstrated its extensive experience in all aspects of professional engineering and power & energy services to federal, state, county, and local governmental agencies, as well as private-sector clients throughout the State of New Jersey. **Boswell** has established an exceptional reputation in every sector in which we operate. The firm's projects are completed with sound, long-lasting solutions that prioritize our clients' needs.

Boswell's contingent of licensed and certified professionals include: New Jersey Licensed Professional Engineers (PE); Certified Municipal Engineers (CME); licensed Professional Planners (PP); Certified Public Works Managers (CPWM); Licensed Site Remediation Professionals (LSRP); Certified Flood Plain Managers (CFPM); LEED Accredited Professionals (LEED-AP); Certified Professional Traffic Operations Engineers (PTOE); Certified International Municipal Signal Association Professionals (IMSA); Certified Landscape Designers; Board Certified Environmental Engineers (BCEE); Professional Land Surveyors (PLS); and, NICET Certified Construction Inspectors. These licensed and/or certified individuals provide a broad base of support with professional, managerial and administrative capabilities to provide their requisite expertise on the varied projects.



Township of West Orange Department of Engineering
Land Surveying and Civil Engineering Services –
Luddington Road – Sidewalk Panel Replacement

Boswell has a long history of providing consulting services to numerous New Jersey municipalities on a variety of public works, infrastructure and infrastructure maintenance, and environmental projects. These services include design, planning and analysis, engineering/environmental reports, surveys, and construction phase engineering associated with: roadway improvements; intersection improvements; traffic studies; signalization; streetscapes; development and redevelopment; curbs, sidewalks, and handicap ramps; safe routes to school; complete streets; safe streets to transit; pavement management; bridges and culverts; green infrastructure; stormwater management; drainage systems; parks and recreational facilities; emergency infrastructure and structural investigations; water systems; storm and sanitary sewers; pump stations; flood control; environmental studies and assessments; regulatory permitting; environmental compliance; site remediation; LSRP services; FEMA studies; site plans, subdivision and variance application review; municipal land use; master planning, COAH; preparation and updating of digital tax maps; geographic information systems (GIS); asset management; infrastructure maps; zoning map updates; preparation of bid documents; and engineer's cost estimates. We have also partnered with respected geotechnical and mechanical, electrical, and plumbing (MEP) engineers for the delivery of building projects.

Through its long history of excellence, **Boswell** has consistently demonstrated its ability to assist public sector clients with regulatory compliance at the federal, state, regional & local levels of government, independent planning commissions, and non-profit organizations. We have established an excellent professional relationship with planning and engineering departments across such New Jersey organizations as NJDOT, NJDEP, NJDCA, NJ Transit, County Soil Conservation Districts, multiple Municipal Utilities Authorities. We have also established a strong reputation with many utility entities, including Veolia New Jersey, PSE&G, and First Energy. This experience has fostered considerable knowledge and expertise related to: Municipal Land Use; the Council on Affordable Housing (COAH), Fair Share Housing Center (FSHC), NJDEP Land Resource Protection regulations, NJDEP Water Quality regulations, NJ Stormwater Management regulations; AASHTO and MUTCD regulations; ADA regulations; NJDOT Local Aid projects.

Boswell also has the capability to assist its clients in accessing grants and other forms of funding. Since 2016 the firm has successfully prepared and submitted:

- Over 200 NJDOT Local Aid applications which have resulted in the award of Local Aid Grants totaling more than \$50 million;
- NJDOT Special Transportation Aid projects
- Federal Community Development Block Grant Program (CDBG)
- NJDEP Green Acres Grants Program;
- New Jersey Infrastructure Bank (NJIB) totaling more than \$198 Million.

In addition, **Boswell** is proficient in its ability to assist clients in areas such as administrative and planning, capital programming, pavement management, recreational facilities, public bidding, GIS/Asset Management support, grants and low interest loan applications, land use, master planning, and infrastructure maintenance.

Boswell ensures that the professional services rendered satisfy the established goals while maintaining total project control, a high level of technical quality, and project completion within the project's schedule and budget. The firm's Quality Management Plan (QMP) consistently meets our client's needs in the most professional, cost-effective, and efficient manner. This procedure serves to ensure delivery of a quality product, exceeding expectations, providing services in a timely manner, and ultimately resulting as a benefit to the taxpayers. **Boswell** achieves this goal by working in partnership with our clients, contractors, and all project stakeholders. We utilize Primavera P6 as our Project Portfolio Management (PPM) tool and have experienced project managers and schedulers building project planning and control systems and providing updates as each project develops from preliminary design to final design.

For projects requiring multiple engineering disciplines, the designated team representative serves as the single point of contact for our clients and has the primary responsibility of monitoring and coordinating the project team to ensure all aspects of the scope of work are properly evaluated and technically performed. Regular team meetings are held to review project status, integrate phases, identify potential problem areas, and implement corrective



Township of West Orange Department of Engineering
Land Surveying and Civil Engineering Services –
Luddington Road – Sidewalk Panel Replacement

measures to avoid project delays and ultimately to keep the project within the approved budget. A monthly report is typically submitted to the governing body detailing the progress and status of each active project.

Boswell's corporate headquarters is located approximately 21 miles / 30 minutes from the Township. **Boswell** is well-suited to promptly accommodate meetings with the Township officials and staff, utility companies, residents, and/or any individuals/entities as directed by the Township. This close proximity enables our team to attend meetings as required, provide on-site support, and be responsive on a 24/7 basis to any emergent situation in an expeditious and efficient manner. **Boswell's** established presence and experience in Essex County continuously demonstrates our familiarity with local permitting, utility coordination, and stakeholder expectations.



SECTION II – Professional Information

Firms Understanding of Purpose/Goals/Objectives

Boswell understands that the Township intends to replace the existing, dilapidated concrete sidewalk in the vicinity of 25 Luddington Road within the Township. **Boswell** has reviewed all available documents, including tax maps, topographic data, aerial photography and NJ Geoweb data, to ensure thorough understanding of the site conditions and project scope. Successful completion of the project will require a comprehensive land survey, civil engineering design, permit application, public bid assistance, and construction administration, which will be executed with a collaborative, transparent, and schedule-conscious methodology in alignment while enhancing vital infrastructure for the community.

Scope of Services

Boswell will provide land surveying and civil engineering services to commensurate with the needs of the Township. These services include, but are not limited to, the following:

1. Land Surveying Services

Boswell's survey field crew will perform a topographic and existing conditions survey within the existing right-of-way of the project area, and beyond, as necessary, locating and obtaining elevations on all existing features including, but not limited to, curbs, walks, fences, visible utilities and utility mark-outs, trees with calipers of 6 inches and greater, landscaping area and shrubs. **Boswell** will also field survey all drainage and sanitary facilities (with invert elevations) within the project limits obtaining pipe elevations and approximate pipe sizes from above ground. This proposal does not include entering confined space for exact measurements. The plotted locations of underground sanitary and drainage pipes will also be approximate. Topographic contours will be generated from the survey data in one (1) foot intervals and spot elevations will be shown as necessary (high points, low points, etc.).

Boswell will perform the necessary field surveying to locate property corners and other items which may indicate lines of possession, perform land records research, and perform an analysis comparing recorded data to field locations. The right-of-way-lines and property lines will be based upon the current deed of record and maps on file with the Essex County Clerk's Office.

The horizontal datum of North American Datum of 1983 (NAD 83) and the vertical datum of North American Datum of 1988 (NAVD 88) will be established by means of GNSS/RTK surveying utilizing the SmartNet North America Network. A bench mark will be set and properly identified within the project limits in an area to be unaffected by construction, and will be tied to physical features.

2. Civil Engineering Services

Boswell's professional civil engineering team will deliver a comprehensive set of design plans and bid documents to support the successful replacement of the sidewalk panels. Our scope includes the preparation of three (3) full-color renderings to aid in visualization, and the design of site-specific improvements such as stormwater management and drainage systems appropriate for a minor development. **Boswell** will provide detailed design plans for the rehabilitation and replacement of the public sidewalk along Luddington Road. The full plan set will consist of, but is not limited to, a Cover Sheet, Existing Conditions/Survey Control Plan, Demolition Plan, Construction Plan, Grading and Utility Plan, Soil Erosion and Sediment Control Plan, Construction Details and Traffic Control. **Boswell** does not anticipate the need for a certification from the Hudson-Essex-Passaic Soil Conservation District. **Boswell** will facilitate four (4) key meetings with Township Officials and the West Orange Police Department to review the Kickoff, Preliminary Design, Traffic Control and Final Design phases. A complete Bid Package, including plans and construction specifications compliant with public bidding laws, will be provided. **Boswell** will also provide all bidding documents to the Township in AutoCAD, PDF, and hard copy formats.



3. Construction Administration Services

Boswell brings a full spectrum of construction management services to bare on complex construction projects. We routinely oversee every phase of construction for municipal, infrastructure, and public works projects. Our NICET certified inspection staff have received formal training in Work Zone Safety and Maintenance and Protection of Traffic in accordance with NJDOT and MUTCD standards as well as OSHA Safety Training. Our expertise not only ensures that the constructed product confirms with its design, but that the delivery of that product occurs smoothly and safely.

We achieve this by being involved in the implementation of all aspects of the design's construction. For this project, our personnel will:

- Review project layout at the project outset;
- Coordinate with utilities both on and offsite;
- Confirm implementation of and continual compliance with the construction plans;
- Coordinate with local police;
- Coordinate with local Department of Public works personnel;
- Respond to public complaints quickly; and
- Continually communicate with the contractor.

In our day-to-day activities, we will inspect all aspects of ongoing construction to ensure that the final project is in accordance with the contract documents. Those inspections include:

- Protection of utilities and coordination with utilities companies;
- Inspect subgrade & subbase preparation for the proposed concrete walkway;
- Inspect construction layout;
- Oversee the Contractor's implementation of erosion and sediment control practices during construction;

Administratively, our Construction Inspection team will provide the following services:

- Coordinate the pre-construction meeting with the contractor, Township officials, applicable utility companies and other interested parties;
- Track all RFI's and Shop drawings for the project, disseminate to the designer and return to the contractor.
- Measure and confirm all payment item quantities in the field;
- Conduct construction progress meetings with the Township, as required;
- Review the contractor invoices and prepare the necessary estimate certificates for County approval;
- Maintain an ongoing list of construction deficiencies and ensure their resolution;
- Prepare final as-builts of the project; and
- Prepare the final payment voucher and change order, if required, for submission to the County.

Our Construction Administration Support Services are based on an assumed Construction duration of three (3) weeks, requiring part-time on-site administrative and construction oversight support (20 hours/week) and approximately two (2) hours per week of off-site project management support. However, the total fee for the anticipated construction administration services as proposed by **Boswell** will be commensurate with the actual field and administrative support requested by the Township. There will be a considerable savings if the project is completed within a shorter timeframe.

Project Schedule

Boswell understands that the Township intends to bid the project by the first quarter of 2026, with construction commencing during the second quarter of the same year. Upon notice to proceed, **Boswell** will complete the design and bid documents within **sixty (60) calendar days**. **Boswell** anticipates that the proposed construction will be completed within **twenty-one (21) calendar days**.



Qualifications of the Project Manager and Key Staff

Boswell has selected a highly skilled and knowledgeable team under the direction of Kevin J. Boswell, PE (Officer-In-Charge) and Joseph S. Kosinski, PG, CFM, LEED AP (Department Head – Site/Civil). Mr. Kosinski will ultimately be responsible for the quality and timeliness of all projects performed on behalf of the Township. The firm will utilize our established procedures and document control to maintain efficient communication among team members and with the Township. The following is **Boswell's** proposed team to provide engineering design, survey and construction administration/inspection services for the Luddington Road Sidewalk Panel Replacement:

- Kevin J. Boswell, PE, PP, CME – President and CEO (Officer-In-Charge)
- Joseph S. Kosinski, PG, CFM, LEED AP - Department Head, Site/Civil Engineering (Project Manager)
- Derek M. Hughes, PE – Deputy Department Manager Construction Management/Inspection
- Frank M. Krupinski, PLS - Director of Survey

Kevin J. Boswell, with more than 42 years of experience in the civil, municipal and environmental engineering, presently serves as **Boswell's** President and Chief Executive Officer. In addition, Mr. Boswell is also a Certified Municipal Engineer (CME) and a licensed Professional Planner. As a recognized expert in his field, Mr. Boswell has served as an expert witness for numerous public and private entities in litigation, arbitration, and mediation proceedings. Under his leadership, Mr. Boswell continues to play a significant role in the future for federal, state, and local governmental agencies as well as private sector clients and utility companies. His civil and environmental expertise includes an extensive working knowledge of site development, roadway design, water and wastewater systems, as well as treatment and pumping facilities. Mr. Boswell has served as the project leader on a wide array of site development projects in the private sector serving residential, commercial, and industrial real estate. His projects involve environmental permitting, as well as testimony before numerous Municipal, County, State and Federal agencies.

Joseph S. Kosinski, PG, CFM, LEED AP, has over 27 years of experience in Site/Civil Engineering. Mr. Kosinski's experience includes the planning and design of civil engineering projects from conception through completion, ensuring adherence to project specifications, budgets, and timelines, while exceeding standards of quality. Mr. Kosinski has successfully completed multiple New Jersey park and recreational projects as a designer and Project Manager.

Derek M. Hughes, PE, is a seasoned professional with over 30 years of experience in the construction industry. Mr. Hughes possesses start-up experience with outstanding presentation and customer service skills. His specialties include design, commissioning, materials testing and special inspections. Mr. Hughes has the ability to multi-task and delegate effectively for multiple clients and project needs with excellent PC skills including Microsoft Word, Excel and Project.

Frank M. Krupinski, PLS, has over 41 years of experience in the field of surveying and has been a licensed land surveyor in the State of New Jersey for 31 years. Mr. Krupinski has performed and supervised thousands of surveys over the course of his career, prepared numerous complex boundary surveys, and has directed boundary and topographic/utility surveys for hundreds of municipal water, wastewater, and drainage projects. In total, **Boswell** has three (3) licensed professional land surveyors on staff, all highly capable of providing their survey knowledge, conflict resolution skills and, if necessary, expert testimony to the County.

Resumes of Key team members are included in Section IV.

Boswell Team Relevant Projects

Boswell's representative projects have been carefully selected to demonstrate our team's relevant experience. The selected projects highlight how the firm has successfully completed numerous pedestrian access and public sidewalk improvement projects for our clients (Section III).

BOSWELL

University Police Department ADA Ramp Reconstruction

Township of Little Falls, Passaic County, New Jersey



CLIENT

Montclair State University
1 Normal Avenue
Montclair, NJ 07043

CONTACT

Adam McGuire
Project Manager
Capital Planning & Project
Management
973-655-7789
mcguirea@montclair.edu

CONSTRUCTION COST

\$200,000

COMPLETION DATE

2025

DISCIPLINES INCLUDED

Survey
ADA Design
Structural
Construction Administration

Montclair State University engaged Boswell to reconstruct the existing ADA ramp located at the main entrance to the University Police Department building. The existing entrance was not compliant with ADA standards. Non-complaint items included a door threshold which was not flush, inadequate guard rail fall protection, and slopes which did not meet the strict ADA requirements.

The ramp was completely reconstructed to conform to ADA standards, including a compliant railing system. The sidewalk adjacent to the building was raised as a result of correcting the doorway threshold non-compliance. As a result of the ramp reconstruction, modifications to existing modular block retaining wall system fronting College Avenue were required. Proposed improvements also included widening of the existing driveway, which is utilized for prisoner transport and sidewalk & ADA curb ramp reconstruction in front of the main entrance to nearby Red Hawk Parking Deck.

Boswell provided initial project scoping, survey, design, and construction administration services for this project.

Yogi Berra Drive Sidewalk

Township of Little Falls, Passaic County, New Jersey



CLIENT

Montclair State University
1 Normal Avenue
Montclair, NJ 07043

CONTACT

Adam McGuire
Project Manager
Capital Planning & Project
Management
973-655-7789
m McGuire@montclair.edu

CONSTRUCTION COST

\$300,000

COMPLETION DATE

2025

DISCIPLINES INCLUDED

Survey
Roadway Design
Traffic
Construction Administration

Montclair State University engaged Boswell to provide engineering services for the installation of new sidewalk along Yogi Berra Drive. The project included the construction of sidewalk from the CarParc Diem Parking Garage to Yogi Berra Stadium along the west side of the road. Prior to the project, sidewalk existed on the east side, but due to the high pedestrian volumes during game days at the stadium, a second sidewalk was needed. ADA-compliant curb ramps were designed for all crosswalks included within the project limits, which was a challenging endeavor given the grade changes along the road. All curb ramps and sidewalks were constructed in conformance with the ADA Standards and the Public Rights-of-Way Accessibility Guidelines (PROWAG).

In order to facilitate the installation of the new sidewalk between Yogi Berra Drive and the steep slope located near Parking Lot #24, the existing wooden guide rail was replaced with new NJDOT-compliant guide rail. The new guide rail was replaced with the Manual for Assessing Safety Hardware (MASH) crash tested Midwest Guardrail System (MGS), which is the New Jersey Department of Transportation's (NJDOT) standard. In an effort to blend the guide rail with the University's "Spanish Mission" architectural style, the guide rail was specified with a powder coated rustic brown color.

BOSWELL

William Paterson University – West Road Sidewalk Improvements Township of Wayne, New Jersey (Passaic County)



CLIENT

William Paterson University
300 Pompton Road | Wayne,
New Jersey 07470

CONTACT

William Siegrist, Associate
Director Capital Planning,
Design & Construction
973-720-2352
capitalplanning@wpunj.edu

COMPLETION DATE

2016

DISCIPLINES INCLUDED

Design
Traffic

William Paterson University engaged Boswell to provide design and traffic services for the West Road Sidewalk Improvements.

West Road serves as one of the main entrances (Entry 4) to the campus of William Paterson University. The roadway experiences high vehicular traffic volumes as a result of the nearby commuter student parking lots, the Cheng Library, and several academic buildings. Pedestrian volumes are also significant, as many local restaurants and convenience stores are located within walking distance at the intersection of Hamburg Turnpike and Pompton Road. This project included the removal of the existing parallel parking along west road and construction of a new sidewalk from the Entry 4 entrance at Pompton Road to the plaza in front of Speert Hall. In addition, a mid-block crossing was constructed with flashing pedestrian crossing signs. All curb ramps and sidewalks were constructed in conformance with the Americans with Disabilities (ADA) Standards and the Public Rights-of-Way Accessibility Guidelines (PROWAG). Existing faded traffic stripes and symbols were replaced in order to meet the minimum retroreflective requirements specified in the Manual on Uniform Traffic Control Devices (MUTCD).



Kinderkamack Road Corridor Improvements Borough of Emerson, New Jersey (Bergen County)



CLIENT

Borough of Emerson
146 Linwood Avenue,
Emerson, NJ 07630

CONTACT

Joseph Femia, P.E.
County Engineer
201-336-6805

CONSTRUCTION COST

\$4.4 million

DISCIPLINES INCLUDED

Traffic Analysis
Traffic Signal Design
Transportation Planning
Key Stakeholder Outreach
Standards for Road and
Traffic Improvements
Coordination with Bergen
County, NJDOT and NJ
Transit

The \$4.4 Million Kinderkamack Road Improvement Project involved roadway widening and realignment, two (2) new railroad crossings, new drainage systems, signalization upgrades, curbs, sidewalks, ADA compliant curb ramps and streetscape amenities. This project is the culmination of a considerable effort associated with the studies, planning, property acquisitions, design, public outreach and coordination with local businesses, and construction oversight, as well as extensive interaction with the County of Bergen, NJDOT, NJ Transit, and utility companies.

The project maximizes the roadway's curb-to-curb pavement width and realignment within the building structures lining both sides of the central business district. These improvements were necessitated in order to enhance the safety of pedestrians, commuters and the traveling public through this heavily travelled corridor. The three (3) new computerized traffic signals are traffic responsive to motorists, pedestrians and approaching trains.

The state-of-the-art safety features of these signals include camera detection to alert the signal equipment of the presence of vehicles queuing up on the side streets; audible, countdown, pedestrian actuated push buttons to provide pedestrians sufficient crossing time; and, technologically advanced railroad crossing circuitry to alert pedestrians and motorists of approaching trains.

The railroad crossings were realigned to coincide with new roadway approach alignments and protective devices installed to meet current standards. The interconnection with the railroad crossing equipment permits advance notice of approaching trains to clear the crossings. The newly installed left turn lanes and turning phases at the signalized intersections increase the capacity and safety of motorists and minimizes impeding traffic flow. In addition, a new storm sewer system was constructed, increasing the pipe size of the main to a 42-inch capacity and the upsizing and replacing of other drainage pipes in order to increase their capacity.

BOSWELL

Fort Lee Main Street Streetscape

Borough of Fort Lee, New Jersey (Bergen County)



CLIENT

Borough of Fort Lee
309 Main Street
Fort Lee, NJ 07024

CONTACT

Alfred Restaino
Administrator
201.592.3500

CONSTRUCTION COST

\$9 million

COMPLETION DATE

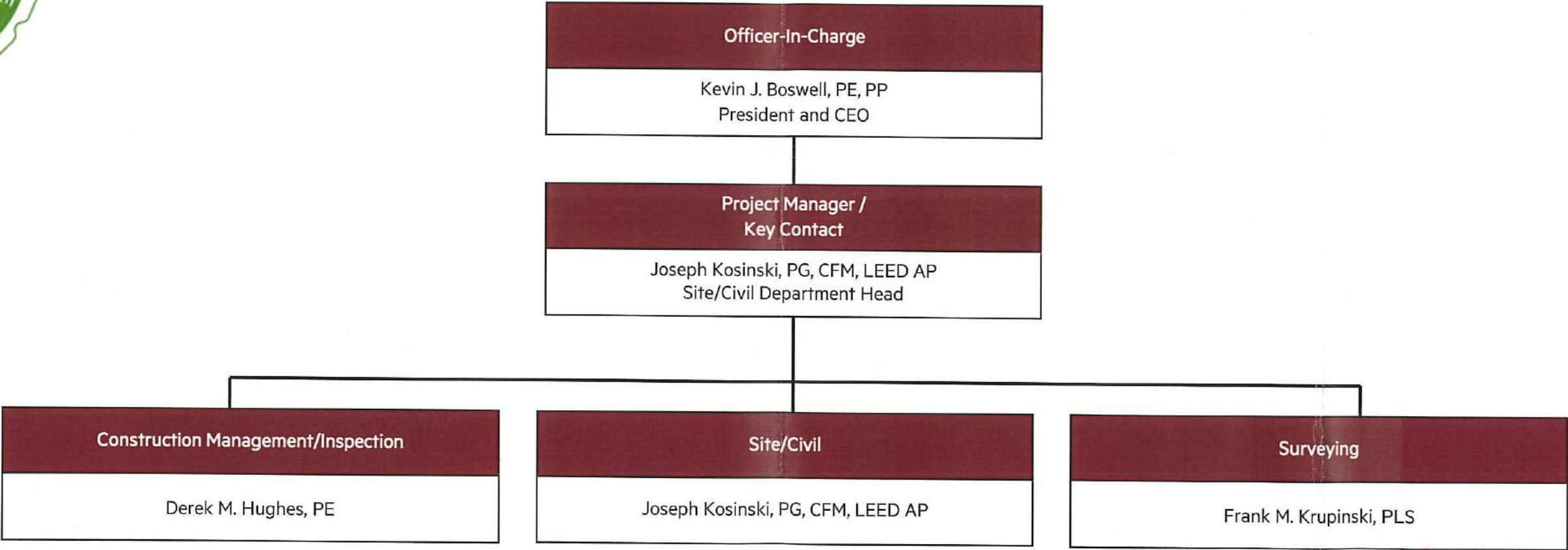
2022

DISCIPLINES INCLUDED

Design
Permitting
Construction Management
Construction Inspection

The Borough of Fort Lee engaged Boswell to provide Design, Permitting, and Construction Management and Inspection services to the Main Street Streetscape project. This project is located in the Borough's central business district, along Main Street from the intersection of Lemoine Avenue to Center Avenue – a distance of approximately 1.25 miles. The scope of the \$9 million project included concrete curbing, patterned concrete / brick pavers sidewalk, installation of decorative street lighting with new conduits and wiring, and installation of decorative street signage and sign posts. Endurablend high friction surface treatments were applied in 19 crosswalk locations. The project also consisted of the reconstruction and improvement of the existing drainage system, installation of a 5,000 LF 10-inch ductile iron pipe sanitary force main, new traffic signals, asphalt milling and paving, and tree planting and landscaping.

ORGANIZATION CHART



BOSWELL

YEARS OF EXPERIENCE: 44 Years

EDUCATION:

B.S. Civil Engineering, Colorado State University

REGISTRATION:

Professional Engineer - Alabama, Arkansas, Colorado, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, New Hampshire, New Jersey, New York, Nevada, North Carolina, North Dakota, Ohio, Pennsylvania, South Carolina, Tennessee, Texas, Vermont, Virginia, Washington D.C., and West Virginia

Professional Planner - New Jersey

Certified Municipal Engineer - New Jersey

EXPERIENCE:

Kevin J. Boswell, with more than 44 years of experience in the civil, municipal and environmental engineering, presently serves as Boswell's President and Chief Executive Officer. As the President and CEO of Boswell Engineering, Kevin directs all phases of the business. As a recognized expert in his field, Mr. Boswell has served as an expert witness for numerous public and private entities in litigation, arbitration and mediation proceedings. Under his leadership, Boswell continues to play a significant role in the future for federal, state, and local governmental agencies as well as private sector clients and utility companies. His civil and environmental expertise includes an extensive working knowledge of site development, roadway design, water and wastewater systems, as well as treatment and pumping facilities. Mr. Boswell has served as the project leader on a wide array of site development projects in the private sector serving residential, commercial and industrial real estate. His projects involve environmental permitting, as well as testimony before numerous Municipal, County, State and Federal agencies.

Mr. Boswell also serves as an engineering consultant to numerous public sector clients. He presently serves as the appointed Municipal Engineer or Special Projects Engineer in more than 40 northern New Jersey communities. He is also the officer in-charge for numerous projects in the Counties of Bergen, Essex, Hudson, Passaic and Sussex. Mr. Boswell's expertise includes all aspects of securing projects with complex funding requirements. These funding sources include the New Jersey Infrastructure Bank (NJIB), New Jersey Office of Green Acres, HUD, NJDOT, FHWA, NJDEP and US EPA. Furthermore, Mr. Boswell also has an extensive background in the design of recreational facilities. This experience includes the design of natural and synthetic turf fields, lighting systems, bleachers, tracks and passive open space utilization.

Mr. Boswell has also been recognized as an expert in the field of Civil Engineering by the New Jersey Superior Court and has served as an arbitrator in construction claims litigation in Bergen County. He has assisted public and private sector clients in litigation defense and resolution. Mr. Boswell serves as a consultant to both water supply and wastewater agencies.

Mr. Boswell currently serves Municipal Water Supply agencies and Municipal/Regional Utility Authorities and Commissioners for the City of Garfield, the Borough of Oakland, Waldwick and Hawthorne, the Township of Mahwah and the East Orange Board of Water Commissioners. He also serves BPU regulated agencies such as Veolia of New Jersey, the North Jersey District Water Supply Commission, Jersey Central Power & Light, and Public Sewer Electric & Gas.

AFFILIATIONS:

Executive Committee Member - American Council of Engineering Companies of New Jersey

YEARS OF EXPERIENCE: 27 Years

EDUCATION:

Stormwater Management Rules & BMP Manual, Cook College, 2005
Onsite Wastewater Disposal Systems, Cook College, 2004
Internet and Business Programming, CHUBB, 2002
Municipal Engineering Construction Inspection, Cook College, 1999
B.A., Geological Sciences, Rutgers University, 1996

REGISTRATION/CERTIFICATION:

Certified Floodplain Manager, 2014 – Present
Licensed Professional Geologist, State of Tennessee, 2005 – Present
Leadership in Energy and Environmental Design Professional (LEED AP), 2008 - Present

EXPERIENCE:

- ***Boswell, Inc., Chester, New Jersey - Department Head Site/Civil.*** Supervises departmental operations including project planning, proposal preparation, resource allocation, and performance management. Responsible for company-wide planning, design, and execution of civil engineering projects. Manages and coordinates multiple engineering projects from conception through completion, ensuring adherence to project specifications, budgets, and timelines. Responsible for strategic leadership, project management, and coordination with various stakeholders to ensure that all projects are completed on time, within budget, and to the highest standards of quality. Provide technical guidance and support to engineering staff to ensure all projects adhere to industry standards, codes, and best practices. Conduct performance evaluations, provide feedback, and develop professional growth plans for team members. (September 2024 – Present)
- ***Boswell Engineering, Chester, New Jersey - Assistant Department Head Site/Civil.*** Assistant Department Head responsibilities include the preparation of budgets, proposals, technical direction, quality assurance review, value engineering, scoping, feasibility studies, drainage, constructability, estimates and specifications. Responsible for the management and direct supervision of all design associated with Boswell's Site/Civil Department in the Chester, NJ office. Responsible for the supervision and performance of various field and subsurface investigations for the design of sanitary wastewater and stormwater runoff management systems; provide expert testimony and reports on behalf of various municipal boards and private sector clients for compliance with municipal ordinance, state, and federal regulations; design and inspection of civil & land development engineering projects for various municipal, residential and commercial site plan, roadway, stormwater management, and onsite disposal system improvements; construction manager for various municipal infrastructure and private site plan projects; manage NFIP CRS certifications, cycle applications, and credit development on behalf of municipal clients; maintains proficiency with land development mapping and design software including AutoCAD, ArcView GIS, subsurface modeling, and stormwater design systems. Provide guidance and support to junior level staff towards their professional development. (January 2024 – September 2024)
- ***Ferriero Engineering, Inc., Chester, New Jersey - Senior Project Manager/Geologist.*** Senior project manager responsible for all aspects of business development and client relations including budgeting, preparing proposals and securing contracts. Responsible for leading and training engineering staff, project designers, specialty outside consultants, and construction inspectors. Actively supervises subsurface suitability investigations for the onsite disposal of sanitary wastewater and stormwater



runoff management systems; provide expert testimony and reports on behalf of various municipal boards and private sector clients for compliance with municipal ordinance, state, and federal regulations; design of civil & land development engineering projects for various municipal, residential and commercial site plan, roadway, stormwater management, and septic system improvements; municipal witness for onsite soil suitability testing and inspector of septic system construction; construction manager for various municipal infrastructure and private site plan projects; development of analytical software for business applications and internet platforms; maintain proficiency with land development mapping and design software including AutoCAD, ArcView GIS, HEC-RAS, subsurface modeling, and stormwater design systems, maintain proficiency with NJDEP Rules and Regulations. Prepared permit applications to NJDEP for Dam Safety permits, NJPDES and TWA permits, Highlands, Wetlands and Flood Hazard Area permits. (March 1999 – December 2023)

- ***ICF Kaiser Engineers Inc., Maryland and New Jersey Regional Offices - Geologist/Project Manager.*** Responsible for field inspection and reporting on various USEPA Superfund projects under federal Assessment and Remediation of Contaminated Soils Contracts (ARCS); development, implementation, and management of subsurface investigations for various U.S. Army Corps of Engineers Total Environmental Remediation Contracts (TERC); private sector work plan development for the characterization of various soil, bedrock, and groundwater conditions; design, installation, operation, and maintenance of soil vapor extraction and pump & treat systems for the remediation of impacted soil and groundwater; preparation of health and safety plans, budgets, proposals and reports issued to private sector clients. (July 1996 – March 1999)

AFFILIATIONS:

Member - Association of Engineering Geologists, 2003 – Present
Member - Association of State Flood Plain Managers, 2014 - Present

YEARS OF EXPERIENCE: 30+ Years

EDUCATION:

B.S., Civil Engineering, Lafayette College

REGISTRATION:

Professional Engineer - New Jersey, New York (Dormant: AL, GA, MD, NC, PA, SC)
American Concrete Institute (ACI) Concrete Level 1
ACI Lab1
NSPE Spray Fire Resistant Material Certification, OSHA 30

EXPERIENCE:

Mr. Hughes is a seasoned professional with over 30 years of experience in the construction industry. Mr. Hughes possesses start-up experience with outstanding presentation and customer service skills. His specialties include design, commissioning, materials testing and special inspections. Mr. Hughes has the ability to multi-task and delegate effectively for multiple clients and project needs with excellent PC skills including Microsoft Word, Excel and Project.

Relevant project experience includes:

- **MTA Rail Car Inspection and Testing Facility – Resident Engineer.** Resident Engineer for the Construction Management Contract and all construction operations on this \$92M, 2-year construction project. Resident Engineer has the overall responsibility to ensure that the MTA's contract is fulfilled by the General Contractor. The Resident Engineer oversees the Construction Manager's Site Safety and Construction Quality Management programs inclusive of day-to-day oversight inspections of all construction operations. Resident Engineer interfaces with General Contractor's personnel regarding scope, schedule and fee and when necessary, negotiates on behalf of the MTA within the contract framework.
- **MTA Grand Central Madison – Smoke Control Special Inspection.** The inspection and acceptance of the Smoke Control System for the first new train station to open in New York City in over a hundred years, required the expertise of a team consisting of Professional Engineers, Commissioning Agents and Certified Air Testing and Balancers. Mr. Hughes led the team that inspected the Smoke Control system, which is perhaps the largest and most complex in the City. It encompasses four new platforms and a shared mezzanine, approximately 150 feet below street level, a grand concourse stretching six city blocks approximately 50 feet below street level and connections to Grand Central Station, One Vanderbilt Building, the Biltmore Hotel, cross-connections to Metro North Railroad and future connections to three other high-rise buildings. Smoke Control Special Inspections entailed review of all detection devices, duct leakage testing of all smoke control ducts, verification of all detection and system shut down alarm sequences, verification of all smoke control operation alarm sequences, verification of all smoke control equipment operated by alarm initiation, air flow measurement of exhaust and fresh air supply and verification that Smoke Control systems are maintained on Emergency Power Systems. The immense size of the spaces and air flow interactions with adjacent spaces required design engineering modifications to air flow programming to accommodate unanticipated as-built air flows. Ultimately air flow measurements witnessed by the Special Inspector were used by the design engineer in his finite element analysis model to determine that tenability in the spaces will be maintained.
- **MTA East Side Access.** The \$11 billion East Side Access project will provide eight new Long Island Railroad train lines from Queens, under the East River to Grand Central Station in Manhattan. JPCL has been awarded several contracts to provide Quality Control testing of the work. Supervised the verification and testing of concrete installations of the rail beds and tunnel and various masonry installations. Provided anchor bolt pull-tests of ceiling mounted electric utilities, HVAC equipment and duct, the sprinkler and standpipe system and tunnel ceiling panels. In addition, inspected the utilities themselves in their installed positions.



- **John F. Kennedy Airport Terminal 8 Improvements.** Inspectors and administrators of the Stormwater Pollution Prevention Plan (SWPPP). Reviewed construction activities and the contractor's continual efforts to maintain the construction site in accordance with the SWPPP.
- **NYC DDC, 114 Precinct.** This fast-track project required the underpinning of the active police station while drainage and sewer improvements were constructed. Excavations required sheeting, shoring and bracing and the foundations required subgrade inspections prior concrete placement and backfill compaction tests. The DDC Owner's representative consulted with JPCL on interpretation of their specification and the code.
- **Coney Island Micro-piles.** This underground utility installation project required the installation of approximately fifty 60-foot-deep micro-piles. Oversight of inspection that verified pile and grout materials, depth of installation and grout strength. Our presence on site permitted immediate feedback to the contractor that their procedures and the installation were code and specification compliant.
- **Astoria Boulevard MTA Station Improvements.** This 12-month project completely shut down the Astoria Boulevard train station while train through-traffic was still maintained. On-site safety requirements included MTA Track safety training. Supervised inspections including underpinning, new pile installations, sheeting shoring and bracing, backfill compaction, foundations, welding, bolting and cast-in-place concrete. Work at this site is on-going.
- **Edenwald YMCA, Bronx NY.** JPCL was provided the geotechnical report and was asked to provide the contractor with construction quality assurance of this subgrade excavation. The excavation spoils were reviewed against the nearest soil boring, and the strata verified upon which the building footing foundation would be constructed. In some instances, over-excavation of unsuitable material and gravel replacement was required to complete the subgrade preparation. Coordination with the contractor enabled construction to progress in conformance with the specifications and without incident.
- **NYC DDC for NYC DEP 26th Ward WWTP.** Ongoing wastewater treatment plant upgrades required the deep foundation support of 72-inch diameter sewer mains and other utilities by means of 35-foot deep micropiles. Micropile technology permits the introduction of grout from the ground surface rather than subsurface injection. Quality control included verification of pile cutoff elevations, pile lengths and grout strength testing. Inspected the micro-pile installation and ensured its adherence to contract documents.
- **NYC MTA – Parkway Intermodal Facility.** Performed geotechnical field inspection of subgrade materials and supervised the use of nuclear density soil compaction tests.
- **Skyline Engineering, Scocius Development Group.** Delivered full service special inspections for a 25-story residential concrete high-rise. Services included scope of excavation, subgrade, rebar and concrete, masonry, mechanical systems, fire suppression, fire-rated construction fire resistant penetrations and joints, emergency lighting and energy code compliance inspections (July 2017 - April 2019).
- **Skyline Engineering, Various Projects.** Reviewed and managed billings of approximately \$6 Million per year covering approximately 900 inspections per month. Regularly reviewed account receivables and pursued delinquencies. Established a list of preferred customers and guided our estimator and business development team away from non-preferred customers. Managed and assisted proposal writing and service pricing. As Technical Manager, re-organized our quality control manual and coordinated our annual re-accreditation duties. Successfully reviewed and selected reporting software for company-wide rollout and implementation thereby streamlining our reporting efforts (July 2017 - April 2019).
- **AKF Group – July 2012 to June 2017.** Developed start-up accredited building inspection specialty service with mechanical electrical and plumbing expertise within a \$60-million-dollar 300 employee MEP Engineering Firm. Proposed and won approximately \$2M in building code inspection work representing approximately 200 individual projects. Projects ranged in size from single room renovations to 50-story 600-room \$500M new high-rise hotel construction. Coordinated with and reported to approximately 25 partner stakeholders as well as their executive committee. Managed staff of four inspectors and coordinated with administrative assistants and accounting staff.

AFFILIATIONS: American Society of Civil Engineers
Toastmasters International

YEARS OF EXPERIENCE: 40 Years

EDUCATION:

New Jersey Institute of Technology

REGISTRATION:

Professional Land Surveyor - New Jersey 1992

EXPERIENCE:

Mr. Krupinski, over the course of his 40-year career, has provided surveying services for both the public and private sector and has been involved in every aspect of the firm's survey projects. He has performed and/or directed control, topographic, hydrographic, structural, cadastral, route, construction and railway surveys for federal, state, county and municipal agencies, as well as transportation authorities, utilizing state-of-the-art Global Navigation Satellite System (GNSS) equipment, including Real-Time Kinematic (RTK), total stations and data collectors. Mr. Krupinski is highly experienced in the discipline of boundary surveying, which includes record research, deed analysis and the establishment of property and right of way lines, as well as the preparation of complete right of way documents for various state departments of transportation. He has performed and/or directed numerous boundary surveys ranging from less than 5,000 square feet to 255 acres. He is also proficient in the use of CADD engineering/surveying software and is directly responsible for the processing of field data and the preparation of mapping. His project experience includes:

- **State of New Jersey, Department of Treasury, Division of Property Management & Construction (DPMC), Boundary Surveys for Land Acquisition, Manville, N.J.** Performed record research, boundary analysis, mapping and preparation of deliverables for the 68 properties being acquired for this Blue Acres project.
- **DPMC, Boundary Surveys for Land Acquisition, Pemberton & Southampton, N.J.** Performed record research, boundary analysis, mapping and preparation of deliverables for the 50 properties being acquired for this Blue Acres project.
- **DPMC, Boundary Surveys for Land Acquisition, Pleasantville, N.J.** Performed record research, boundary analysis, mapping and preparation of deliverables for the 24 properties being acquired for this Blue Acres project.
- **State of New Jersey, Department of Environmental Protection (NJDEP), Bureau of Green Acres, Quarryville Brook Preserve, Wantage, N.J.** Performed record research, boundary analysis, mapping and preparation of deliverables for the acquisition of a 6.5-acre property and partial acquisition of a 16-acre property.
- **NJDEP, Bureau of Green Acres, Bear Creek Preserve, Allamuchy, N.J.** Performed record research, boundary analysis, mapping and preparation of deliverables for the acquisition of a 7.7-acre property.
- **FirstEnergy, Oceanview 230 kV Transmission Line Reinforcement Project.** Performed all stakeout information and supervised all stakeout work of proposed pole locations and limits of transmission line right of way for vegetation clearance/maintenance for this 16-mile-long project throughout Monmouth County; performed record research and boundary analysis; prepared legal descriptions; downloaded, processed and checked all field survey data; reviewed all drafting.
- **Jersey Central Power & Light (FirstEnergy) Martinsville Substation, Warren, N.J.** Performed record research, boundary analysis, mapping and prepared all deliverables for three (3) areas totaling 3.6 acres to be diverted from a Township of Warren Conservation Easement and a 16.5-acre replacement parcel for both Green Acres and State House Commission approval.
- **Port Authority of New York and New Jersey, Newark Liberty International Airport, Utility Management System, Newark, N.J.** Responsible for downloading, processing and drafting underground utility



locations (both as-built and mark-out), as well as other pre-construction and post construction topographic surveys.

- ***Bergen County Department of Planning and Economic Development, Camp Tamarack, Oakland, N.J.*** Performed record research and boundary analysis for this 181-acre tract. Prepared a Perimeter Survey and a later Boundary Survey for Green Acres acquisition.
- ***NJ Department of Human Services/NJ Division of Property Management & Construction, Greystone Park Psychiatric Hospital, Morris County, N.J.*** Prepared boundary surveys and metes & bounds descriptions for three parcels totaling 199 acres to be conveyed to the County of Morris.
- ***New Jersey Department of Transportation (NJDOT), U.S. Route 30 (White Horse Pike) & Evesham Avenue Intersection Improvements, Magnolia, N.J.*** Responsible for planning and processing of the master control survey, which was performed utilizing GNSS. The GNSS system was also used for establishing horizontal and vertical control for the aerial mapping. Responsible for input and adjustment of survey baselines, downloading and processing of field survey data, and supervising right-of-way document preparation.
- ***Valley Court and Gail Place Floodwall, Secaucus, N.J.*** Supervised field survey and drafting, downloaded and processed all survey data, including aerial mapping photo control, performed record research and boundary analysis for this over 37-acre boundary and topographic survey for the Town of Secaucus. This boundary survey required the establishment of boundary lines for 80 properties, calculation of mean high water and researching existing tidelands conveyances.
- ***East Orange Water Commission, Millburn, N.J.*** Performed record research, field survey and boundary analysis for this ancient property which consisted of over 255 acres. A closed survey baseline loop of three and three quarters (3.75) miles was run and wetlands flagging was located throughout this heavily wooded and mainly undeveloped property. Record deeds for the property dated back to the early 1900s and the latest road mapping for a portion of the property dated back to 1916.
- ***Trust For Public Land, Dundee Island Park, Passaic, N.J.*** Supervised field survey and drafting, downloaded and processed all survey data, performed record research, including tidelands conveyances, and boundary analysis for this over 7-acre boundary and topographic survey. This complex boundary survey required reestablishing a railroad centerline from ties referenced in an 1882 deed and the mean high-water line of a branch of the Passaic River no longer in existence.
- ***Passaic Valley Sewerage Commission, Newark Bay Treatment Plant, Newark, N.J.*** Performed record research, boundary analysis for the determination of the boundary for the four (4) tracts, containing 142 acres total, that comprise this complex, as well as CAD drafting.
- ***Bergen County Health Care Center, Rockleigh, N.J.*** Responsible for the determination of the boundary on this over 50-acre tract. Since the deed of record did not close by 50 feet, it was imperative that all available mapping and adjoining property deeds be thoroughly researched. More than 20 maps were assembled from the County Clerk's Office, County Engineer's Office, the Borough of Rockleigh and other surveyors to aide in the resolution and establishment of the boundary.
- ***Hackensack University Medical Center, Pascack Valley Hospital, Westwood, NJ.*** Prepared an ALTA/ACSM Land Title Survey for this 22-acre property. Was responsible for record research, boundary analysis, preparation of metes & bounds and CAD drafting.
- ***ALTA/ACSM Land Title Survey, Piscataway, NJ.*** Performed record research and boundary analysis, and supervised field survey and mapping for the 115-acre Ericsson facility.
- ***Sourland Mountain Natural Area, West Amwell, NJ.*** Performed record research, boundary analysis, mapping and preparation of deliverables for the partial Green Acres acquisition of this 56-acre property.
- ***NJDOT, Route 80, Section 20 Roadway Widening (Metric), Hackensack, South Hackensack & Teterboro, N.J.*** Responsibilities included planned and executed the master control survey, which was performed utilizing GNSS. The GNSS system was also used for establishing horizontal and vertical control for the aerial mapping. Responsible for the downloading and processing of all data.



Township of West Orange Department of Engineering
Land Surveying and Civil Engineering Services –
Luddington Road – Sidewalk Panel Replacement

SECTION V – Lump Sum Fee and Hourly Rates

Boswell's lump sum fee for **Land Surveying, Civil Engineering Services** and **Construction Administration Services** is:
\$39,500.00

We propose the following lump sum fees for the services described:

<u>Service Category</u>	<u>Lump Sum Fee</u>
Land Surveying Services	\$5,950.00
Civil Engineering Services	\$21,000.00
Construction Administration (Separate Proposal)	\$12,550.00

Hourly Rates for additional services beyond the scope are provided below.

BOSWELL
2026 RATE SCHEDULE

<u>Title</u>	<u>Hourly Rate</u>
Project Manager	\$245.00
Senior Project Engineer	\$240.00
Project Engineer	\$237.00
Senior Design Engineer	\$222.00
Design Engineer	\$209.00
Asst. Design Engineer	\$141.00
CADD Technician	\$180.00
Survey Field Crew (2 Person Team)	\$322.00
Robotic Survey Crew	\$206.00
Survey Analyst	\$235.00
Field Technician	\$86.00
Resident Engineer	\$209.00
Inspector	\$201.00
Inspector II	\$110.00
Licensed Site Remediation Professional (LSRP)	\$245.00
Senior Environmental Scientist	\$240.00
Environmental Scientist	\$102.00
Senior Environmental Specialist	\$237.00
Environmental Specialist	\$150.00
GIS Analyst	\$143.00

Note: All rates are inclusive of secretarial and clerical assistance, and
routine telephone and email communications.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	BOSWELL, INC.
Trade Name:	
Address:	330 PHILLIPS AVE SO HACKENSACK, NJ 07606-1722
Certificate Number:	0099760
Effective Date:	July 01, 1966
Date of Issuance:	October 10, 2024

For Office Use Only:
20241010112206176

Certification 1502

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUN-2025** to **15-JUN-2028**

BOSWELL INC.
330 PHILLIPS AVENUE
S. HACKENSACK NJ 07606



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
BOARD OF PROF. ENGINEERS & LAND SURVEYORS

HAS CERTIFIED

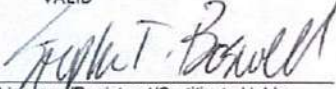
BOSWELL INC.
STEPHEN T BOSWELL
330 Phillips Avenue
South Hackensack NJ 07606

FOR PRACTICE IN NEW JERSEY AS A(N): Certificate of Authorization

Engineering & Land Surveying

07/12/2024 TO 08/31/2026

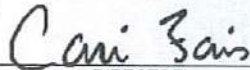
VALID



Signature of Licensee/Registrant/Certificate Holder

24GA27958000

LICENSE/REGISTRATION/CERTIFICATION #



DIRECTOR



STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION



Certifies That

BOSWELL INC
330 PHILLIPS AVE
SOUTH HACKENSACK, NJ 07606

*Having duly met the requirements of the
Underground Storage Tank Certification Program
N.J.S.A. 58:10A-24.1-8*

Is hereby approved to perform the following services:

CLOSURE
INSTALLATION-ENTIRE UST SYSTEM
SUBSURFACE EVALUATION
TANK TESTING



04/30/2028
EXPIRATION DATE

US00041
CERTIFICATION NUMBER

TO BE CONSPICUOUSLY DISPLAYED AT THE FACILITY

*State of New Jersey
Department of Environmental Protection
Certifies That*

BOSWELL, INC.
Laboratory Certification ID # 02051

*having duly met the requirements of the
Regulations Governing the Certification of
Laboratories and Environmental Measurements N.J.A.C. 7:18
et. seq.*

*is hereby approved as a
State Certified Environmental Laboratory
to perform the analyses as indicated on the Annual Certified
Parameter List which must accompany this certificate to be valid*

Expires June 30, 2026



A handwritten signature in blue ink, appearing to read "M. Potter", written over a horizontal line.

Michele M. Potter
Manager

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF PROCUREMENT - BUREAU OF PROFESSIONAL SERVICES**

CONSULTANT PREQUALIFICATION STATUS

Company: Boswell Engineering, Inc.			Primary Contact: Christopher J. Nash, P.E.		
Address: 330 Phillips Avenue 			Primary Email: marketing@boswellengineering.com		
City: South Hackensack State: NJ Zip: 07606			Phone: 201-641-0770		
			Secondary Contact: Christopher J. Nash, P.E.		
			Secondary Email: cnash@boswellengineering.com		

PRIMARY DISCIPLINES

B1	B	H1	B	S1	C
B4		H3	A	T1	A
C6	B	I1	A	T7	A
E3		I3			
E4	A	I5			
G2		M9	A		

PROJECT SPECIFIC DISCIPLINES

A1		C4		G1		M1		M12		S2		R2	
A3		C5		G3		M6		P2		T3		T12	
A5		C7		G4		M7		P3		T4		U2	
A6		E2		H2		M8		P4		T5		E5	
A7		E7		I6	A	M10		P6		N1			
C1		E8		L1		M11		R1		T11			

"LEVEL OF SERVICE" CODES

- A - Prequalified for Simple Projects
- B - Prequalified for Simple and Routine Projects
- C - Prequalified for Simple, Routine, and Complex Projects

OTHER STATUS CODES

- N - NOT Prequalified in requested discipline
- R - Requested Discipline Review Not Final

SUMMARY

Prequalified

* Only firms with an "X" coded under Prequalified, with the proper discipline and level of service, can submit Technical Proposal(s).

Cost Basis Approval

* Cost Basis Approval must be coded "X" in order to be Prequalified.

Certificate of Authorization Exempt

EFFECTIVE DATES

BEGINS: EXPIRES:

NOTE: Subconsultants do not need to be Prequalified, however, subconsultants must be Cost Basis Approved.

Prequalification requirements and application are available by referencing the NJDOT WEBSITE.

www.state.nj.us/transportation/business/procurement

BOSWELL, INC.
330 PHILLIPS AVENUE
SOUTH HACKENSACK, 07606

State of New Jersey



**DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND
CONSTRUCTION
33 WEST STATE STREET - P.O. BOX 034
TRENTON, NEW JERSEY 08625-0034**



NOTICE OF PRE-QUALIFICATION

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your prequalification to do State work for the Department (s) as previously noted.

Rating	Disciplines	Expiration Date
99	P002 -ELECTRICAL ENGINEERING	08/15/2027
99	P005 -CIVIL ENGINEERING	
\$10,000,000	P007 -STRUCTURAL ENGINEERING	
\$15,000,000	P011 -ENVIRONMENTAL ENGINEERING	
\$5,000,000	P012 -MARINE ENGINEERING	
88	P015 -LAND SURVEYING	
88	P017 -HYDROGRAPHIC SURVEYING	
\$5,000,000	P024 -BARRIER FREE/ADA DESIGN	
88	P025 -ESTIMATING/COST ANALYSIS	
\$10,000,000	P030 -CPM	
88	P039 -CLAIMS ANALYSIS	
88	P047 -HYDROLOGY	
\$10,000,000	P049 -SITE PLANNING	
88	P052 -TRAFFIC	
\$15,000,000	P053 -TRANSPORTATION	
\$15,000,000	P054 -WASTE/WATER TREATMENT	
99	P057 -CONSTRUCTION FIELD INSPECTION	
99	P058 -PROJECT MANAGEMENT	
88	P059 -ENVIRONMENTAL CONSULTANT	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/4/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company 80 West Century Road, Suite 301 Paramus, NJ 07652	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 201-837-1100 FAX (A/C, No): E-MAIL: certificates2@risk-strategies.com ADDRESS:														
INSURED Boswell, Inc. 330 Phillips Avenue South Hackensack NJ 07606	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: The Hanover Insurance Company</td><td>22292</td></tr><tr><td>INSURER B: Great American Insurance Company</td><td>16691</td></tr><tr><td>INSURER C: Manufacturers Alliance Insurance Company</td><td>36897</td></tr><tr><td>INSURER D: Continental Insurance Co of New Jersey</td><td>42625</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Hanover Insurance Company	22292	INSURER B: Great American Insurance Company	16691	INSURER C: Manufacturers Alliance Insurance Company	36897	INSURER D: Continental Insurance Co of New Jersey	42625	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: The Hanover Insurance Company	22292														
INSURER B: Great American Insurance Company	16691														
INSURER C: Manufacturers Alliance Insurance Company	36897														
INSURER D: Continental Insurance Co of New Jersey	42625														
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 83826038

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:		ZHY 7920144 21	12/31/2024	12/31/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/OP AGG \$3,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		AHY-7924529-21	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$10,000 ☒ OCCUR ☐ CLAIMS-MADE		TUU 0249172-15	12/31/2024	12/31/2025	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	202401-04-74-96-5Y	12/31/2024	12/31/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability		MCH591908602	12/31/2024	12/31/2025	\$2,000,000 Per Claim \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

SAMPLE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

BOSWELL

— EST 1924 —

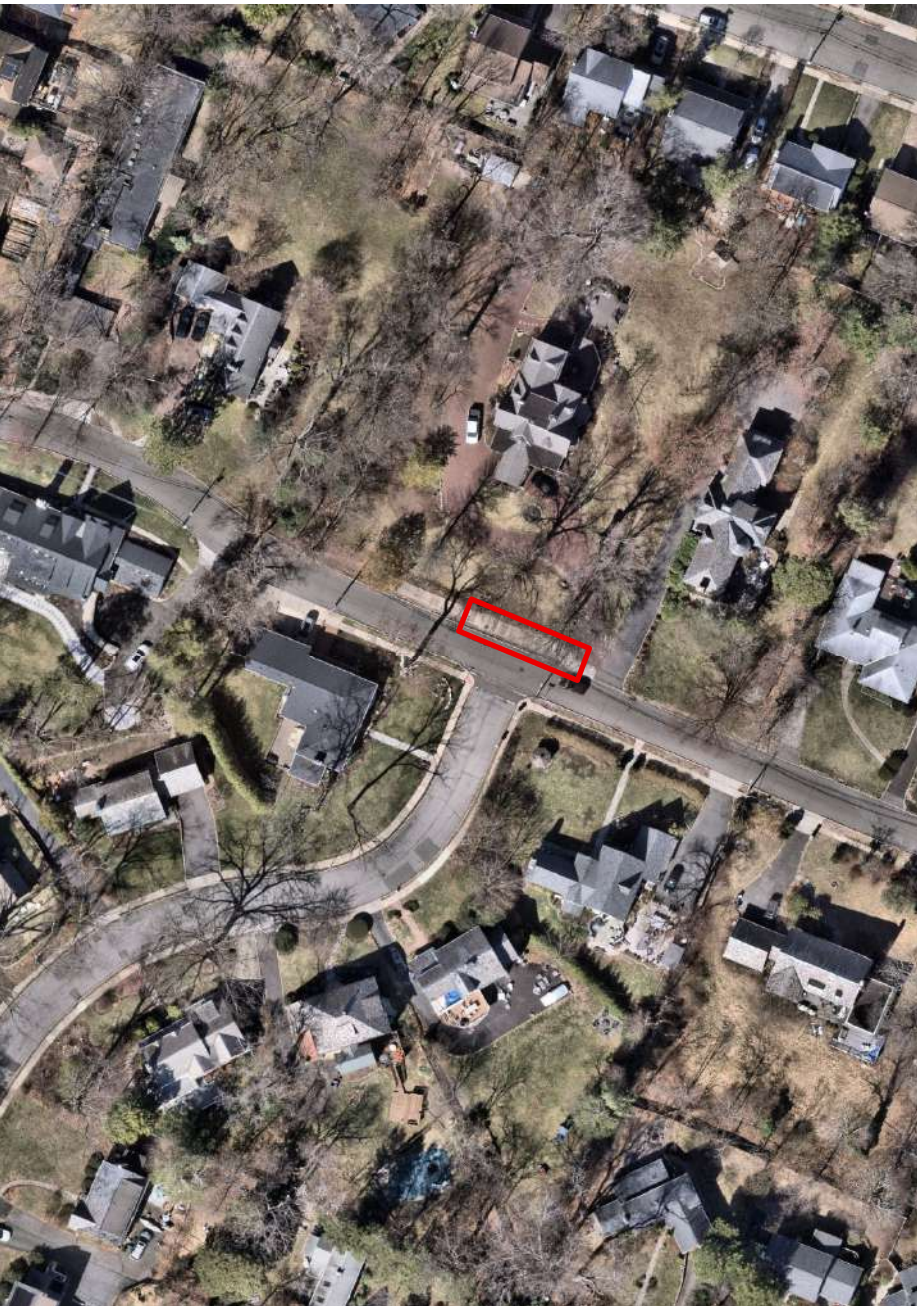
330 PHILLIPS AVENUE
SOUTH HACKENSACK, NEW JERSEY
P. 201-641-0770

Engineered For Life

Proposal for Luddington Road Sidewalk Panel Replacement

December 5, 2025

GPI



Submitted to:



**TOWNSHIP OF WEST ORANGE
DEPARTMENT OF ENGINEERING**

Table of Contents

Cover Letter

SECTION 1	Project Understanding
SECTION 2	Scope of Work
SECTION 3	Similar Project Experience
SECTION 4	Fee Proposal and Hourly Rates
SECTION 5	Project Schedule
SECTION 6	Sample Insurance Certificate

December 5, 2025

Zayibeth Carballo, PE, PLS, PP, CME, CFM, CFS
Director, Municipal Engineer
Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052

RE: Response to Request for Proposals for Professional Services for
Luddington Road – Sidewalk Panel Replacement
Township of West Orange, Essex County, New Jersey

Dear Ms. Carballo:

Thank you for the opportunity to respond to the Township's Request for Proposal for Professional Services for the above-referenced project. We have visited the site and believe we understand the Township's goals and objectives for this project.

Our December 3, 2024 Qualifications Statement submitted to the Township demonstrates that our experienced staff have the expertise necessary to accomplish the project.

We are pleased to have this opportunity to be of continued service to the Township of West Orange and hope you will find our proposal favorable. We would be happy to provide additional information or assistance as needed. Should you have any questions, my direct line is (973) 434-8306.

Respectfully Submitted,
GREENMAN-PEDERSEN, INC.



Thomas Aslanian, PE
Structural Engineer

TJA/pd
Enclosure

cc: Andrew Cangiano, PE, CME
Patty DiGiorgio

m:\proposal\tja\west orange\2025 luddington road\proposal_luddinton road sidewalk 12-5-2025.docx

Project Understanding

From our review of the RFP and a site visit, it is understood that the project scope includes the engineering design for the replacement of the drainage culvert top slab panels acting as a sidewalk along the north side of Luddington Road, which will include the following:

1. Survey of the project site and preparation of base mapping.
2. Structural design of the replacement culvert top slab.
3. Preparation of contract drawings and specifications.
4. Preparation of detour plans.
5. Up to four (4) meetings with the Township.
6. Preparation of a Bid Package in accordance with public bidding laws.
7. Providing Construction Administration services, including review of submittals and shop drawings, and part-time construction inspection.

The existing drainage culvert and sidewalk panels were originally constructed in the 1930s as part of the Luddington Road Outlet Tunnel, which provides a sewer connection between the First and Second Mountains within West Orange Township. From a review of the construction plans provided by the Township, the drainage culvert within the project area is a ramp portal that provides access to the eastern entrance of the Luddington Road tunnel. As such, the existing concrete sidewalk slabs were constructed as movable slabs that could be removed to access the ramp into the tunnel. Coordination with the Township will be required to determine the need to maintain access to the tunnel ramp.

The ramp portal consists of a cast-in-place concrete culvert varying in height from 6" to 8'-11 1/2" with a clear span of 6'-0". The sidewalls have a minimum width of 1'-0" with steel angle top slab seats supporting a 5" thick concrete top slab. The original top slab detail provided on the As-Built plans included two (2) lifting rings on each slab. However, based on our site visit, it appears the original sidewalk slabs have been replaced since the original construction, as no rings or evidence of grouting are currently present. It is anticipated that an in-depth evaluation of the condition of the culvert sidewalls, top slab seats, and bottom slab is not included in the scope of this project; however, standard substructure repair details can be provided as an if and where quantity on the construction drawings.

Per the RFP, GPI will coordinate and attend an on-site Preliminary Design meeting with Township representatives following completion of the survey base mapping to discuss the project scope. This meeting will be followed by the preparation of the preliminary slab design and construction drawings. Construction drawings will include demolition plans, framing plans, concrete slab details, and, if and where directed, substructure repair details. During the Preliminary Design phase, GPI will also coordinate and attend a meeting with the Township's WOPD Traffic Bureau to discuss traffic control and detour plans. A Preliminary Design package will be submitted to the Township, which will include construction drawings, detour plans, specifications, and a preliminary cost estimate for review.

Following the Township review, a Final Design Meeting will be held to discuss the Township's comments and final edits to be incorporated into the final contract documents. GPI will prepare the final contract documents, including final plans, specifications, and the engineer's estimate for submission to the Township for approval.

Upon approval of the Final Contract Documents, GPI will prepare the Bid Package, including construction plans and technical specifications suitable for public bidding. Deliverables for this project consist of twenty (20) copies each of the Bid Package (construction plans, engineer's estimate and specifications). GPI will also provide digital copies (AutoCadd and Adobe formats) of the contract documents.

Following bidding, GPI will also provide Construction Administration Services to assist the Township throughout the construction phase. GPI will review bid results and prepare a bid recommendation summary for Township review, coordinate and attend a pre-construction meeting, and review submittals and shop drawings for conformance with the Contract Documents. During construction, we will provide part-time construction inspection services at major project milestones, including the installation of detour signage, demolition of the culvert top slab, and installation of replacement panels.

Scope of Work

The Request for Proposals (RFP) sets forth the required work to be performed. We have reviewed the RFP, visited the site, and we believe we have a clear understanding of the goals of this project. This proposal is intended to be fully responsive to the RFP. The following tasks include our approach to completing the project.

The Scope of work will consist of the following tasks:

1. Surveying Services

Field surveying and base mapping will be performed to detail all planimetric features and right-of-way information pertinent to the preparation of the construction plans for the sidewalk panel replacement. All survey work will be done in accordance with West Orange and NJDOT standards.

A. *Topographic Survey*

GPI will conduct a survey of existing features, including existing roadway elements, drainage structures, fences, signs, trees, shrubs, walls, driveways, sidewalks, steps, service walks, grade elevations, and utilities, from visible above-ground observation. Station and offset from the centerline to existing drainage structures will be shown on the plan. The type of structure, type of casting, size, and types of pipes entering the structure and inverts on all pipes will be recovered by field survey.

The survey limits will extend a sufficient distance for design purposes. The limits of detailed planimetric and topographic coverage will extend along Luddington Road for 100' east and west of the sidewalk replacement limits and 50' from the roadway centerline on each side. Contours will be shown at 1' intervals. Individual trees and specimen shrubs will be located within the immediate vicinity of the project area.

B. *Establish Roadway Right-of-Way*

Existing roadway right-of-way and property lines will be determined through research of deeds and maps, as well as field surveys of existing evidence. Front property corners will be located along the roadway extending 100' east and 100' west of the sidewalk limits.

C. *Establish Horizontal Control*

We will establish control points as necessary to reference the project baseline. Horizontal control will be tied to the New Jersey Plane Coordinate System (NJSPC) NAD 83. Vertical control will be tied to the North American Vertical Datum (NAVD 1988).

D. *Benchmarks*

Three (3) benchmarks will be established at a minimum on each side of the sidewalk for the Contractor's reference during construction.

E. *Existing Conditions/Survey Control Plan*

We will prepare an Existing Conditions and Survey Control Plan detailing all planimetric features and right-of-way at the project site for Township review. All comments received following the review will be incorporated, and a final, signed, and sealed Existing Conditions and Survey Control Point Plan will be submitted to the Township. Base mapping CADD files will be provided to the Township following completion of the contract documents.

F. *Utilities*

GPI will prepare preliminary utility base mapping and submit utility coordination requests to all utility companies with facilities in West Orange Township. All information shown on the plans for underground utilities will be as provided by the utility

companies. The “Call Before You Dig” service had, in the past, provided utility mark-outs for design. They no longer provide this service, and firms that request mark-outs for design, rather than construction, are subject to a fine. Therefore, the survey of utilities is limited to surface observations and the record information provided by the Township.

2. Civil Engineering Services

A. *Structural Design*

As noted previously, the existing structure consists of a cast-in-place concrete drainage culvert with a non-integral top slab serving as a sidewalk, and the top slab is proposed to be replaced with a precast concrete slab. A detailed structural design will be prepared for the proposed replacement of the culvert top slab. Design of the concrete slab will be performed based upon the following design standards and specifications:

- AASHTO LRFD Bridge Design Specifications, including all amendments.
- A Policy on Geometric Design of Highways and Streets – AASHTO, latest edition.
- NJDOT Design Manual for Bridges and Structures, current edition, including all revisions.
- NJDOT Design Manual - Roadway, latest edition.
- 2019 NJDOT Standard Specifications for Road and Bridge Construction, including all revisions.
- Applicable provisions of the latest ACI (American Concrete Institute) code and/or the CRSI (Concrete Reinforcing Steel Institute) code as they pertain to placing and detailing reinforcement steel.

It is assumed that the concrete slab will be designed for both pedestrian and vehicular loads due to the potential for vehicles to mount the adjacent curb. The use of concrete slab pre- and post-tensioning will also be explored during the design. Structural computations will be completed and submitted with the final contract documents.

B. *Contract Drawings and Specifications*

GPI will prepare preliminary construction drawings for the replacement of the existing concrete top slab sidewalk panels in accordance with West Orange and NJDOT standards. Construction drawings will include the following:

- Cover Sheet
- General Notes and Estimate of Quantities
- Existing Conditions/Survey Control Plan
- Demolition Plans
- Construction Plans
- Traffic Control and Detour Plan
- General Plan, Section and Elevation
- Culvert Framing Plan
- Construction Details (Roadway and Structure)

Traffic Control and Construction Detour

Based on the project location, it is anticipated that most of the work may be performed utilizing a shoulder closure, and a full road closure and local neighborhood detour will only be required during delivery and installation of the precast slabs. GPI will coordinate with the Township's WOPD Traffic Bureau during the Preliminary Design phase to determine the shoulder closure requirements, the preferred detour route, and the necessary traffic control measures, and prepare the Traffic Control and Detour Plans.

All traffic control measures and detour signage will be provided on the Traffic Control and Detour Plan. A preliminary detour plan will be provided for review and approval by the Township and West Orange Police Department. We will incorporate any Township comments in the final construction drawings and include them in the contract documents.

Specifications

Standard Special Provisions, as made available by the Township, will be supplemented. Technical specifications supplementary to the NJDOT 2019 NJDOT Standard Specifications for Road and Bridge Construction will be prepared with appropriate revisions and addenda to suit the project.

Estimate of Quantities and Cost Estimate

Quantities will be developed based on the respective plan sheets. A preliminary Engineer's Estimate of probable construction cost will be prepared and submitted with the Preliminary Design package. Following review, revisions will be made as required, and a final Engineer's Estimate will be submitted with the Final Contract Documents. Unit prices utilized in the Engineer's Estimate will generally reflect the economic conditions at the time of bidding.

C. Meetings

GPI will coordinate up to four (4) meetings with the Township, including a preliminary design meeting at the start of design, a traffic control and detour meeting with the WOPD Traffic Bureau, and a final design meeting following review of the preliminary submittal. All meetings will be documented through meeting minutes and will be distributed to attendees for review and comment. At this time, it is assumed that a public information meeting will not be required for this project.

D. Prepare Bid Package

A final Bid Package will be prepared and provided to the Township for bidding. Twenty (20) signed and sealed copies of the Construction Plans, Specifications, and Engineer's Estimate of Construction Costs, and one (1) signed and sealed copy of the Structural Calculations will be provided.

Electronic copies of the final plans, specifications, and other documents will be made available. The Plans will be provided in PDF and AutoCAD Civil 3D or other versions. The specifications will be provided in both Word and PDF formats. The format and media will be determined by the Township.

3. Construction Administration Services:

GPI will provide the Township with part-time technical support during the bidding and construction process. GPI will provide, at a minimum, the following Construction Administrative services based upon an assumed 8-week construction period:

A. Bidding Services:

- (1) Preparation of the Notice to Bidders for the Township Purchasing Agent for publication.
- (2) Respond to bidders' questions and issue addenda/clarifications as required.
- (3) Attend the bid opening.
- (4) Obtain, tabulate, and evaluate submitted bids.
- (5) Review bids and bidders' qualifications.
- (6) Prepare the award of contract recommendation.

B. Construction Administration Services

- (1) Coordinate and chair a pre-construction meeting with the Township and the selected contractor.
- (2) Review contractor submittals. (Assume a total of four (4) submittals.)
- (3) Provide eight (8) weeks of part-time construction inspection services. It is assumed that inspection will require 12 hours per week plus one full day (8 hours) for installation of the precast slabs, totaling 104 hours.

- (4) Review and process contractors' applications for payment.
- (5) Review and process contractors' change orders, if any.
- (6) Prepare a punch list of the project upon substantial completion.
- (7) Provide final/completion certificate.

Assumptions and Exclusions

1. Existing utilities will be located from above-ground observation and as-built drawings provided by utility companies only. If underground investigations are requested, this proposal will be amended accordingly.
2. It is assumed that subsurface investigations and geotechnical engineering services are not required for this project.
3. It is assumed that an application for Soil Erosion and Sediment Control plan certification is not required for this project.
4. Any existing easements are to be supplied by the Township for incorporation in the right-of-way Survey.
5. Investigations and construction considerations relating to the detection, remediation, or mitigation of regulated materials within the site soils are specifically excluded from the scope of work.
6. NJDEP FHA Determination, Freshwater Wetland Delineation, and/or related permits are not anticipated and not included. Should an application for any NJDEP permits be required, this proposal shall be amended.
7. Construction stakeout services are excluded.
8. It is acknowledged that the RFP requires a lump sum fee for part-time inspection, which has been provided. GPI typically invoices for construction administration (including inspection) on an hourly basis, allowing the client to position themselves for cost savings in cases where the contractor's efficiencies result in a lesser inspection effort than assumed in the proposal.

Similar Project Experience

Greenman-Pedersen's broad-based engineering experience spans a range of multifaceted construction projects and diverse public works. Greenman-Pedersen has completed numerous municipal and county bridge and roadway projects, including scoping, feasibility studies, bridge/culvert replacement and rehabilitation projects, roadway reconstruction and realignment projects. Our expertise in designing and planning projects spans roadway and drainage improvement projects, as well as large-scale bridge rehabilitation and reconstruction.

Similar Project Design Experience

Rehabilitation of the Caldwell Place Culvert, Private Driveway over Tributary to Rahway River, Township of Springfield, Union County, NJ

2018-2020. Construction Cost \$516K

The project included a field inspection, condition evaluation, and rehabilitation of the existing culvert, which consisted of a cast-in-place concrete slab superstructure supported on concrete abutments. The initial phase of work consisted of a field inspection of the culvert to assess its existing condition and evaluate rehabilitation options. Following the inspection, preliminary and final designs were performed for the replacement of the existing superstructure with reinforced concrete voided slab beams and the isolated repair of the substructure concrete. The project also included the preparation of construction staging plans, part-time construction inspections, and extensive coordination with adjacent businesses throughout the construction period.

Client: Springfield Township, Michael Disko, Director of Engineering, 973-912-2219



Railroad Avenue / Main Street Stormwater Improvements Project, Califon Borough, Hunterdon County, NJ

2013-2014. Construction Cost \$147K

Proposed improvements included replacement of the existing antiquated stormwater piping and open channel system, design of a stormwater conveyance relief pipe and precast diversion chambers, and replacement of County Structure J-8 with a precast structure. The project included the final design and preparation of contract documents, as well as extensive coordination with State and Federal Agencies, including the preparation of a Categorical Exclusion Document (CED). The project also included processing requests for reimbursement from State and Federal agencies.

Client: Califon Borough, Charles Daniel, Mayor, cdaniel@califonboro.net



Replacement of County Bridge No. E0203, Orchard Road over Tributary to Bedens Brook, Township of Montgomery, Somerset County, NJ

2016-2018. Construction Cost \$748K

The project consisted of the replacement of a 5' single-span steel multi-stringer and masonry jack arch supported on masonry abutments. The project included the preliminary and final design of the replacement structure, consisting of a prefabricated concrete 4-sided box culvert and cast-in-place concrete wingwalls with stone veneer. The project also included the preparation of NJDEP Permit applications, Soil Conservation District approval, easement acquisition, detour plans, and extensive coordination with utility companies for utility accommodations.

Client: Somerset County, Brian Maurer, P.E., Supervisor of Bridges, 908-231-7024



Fee Proposal and Hourly Rates

FEE PROPOSAL

Survey & Design

Our Lump Sum fee to perform the tasks outlined in the Scope of Work are as follows:

Surveying Services	\$7,920.00
Civil Engineering Services	\$36,020.00
Bidding Services	\$4,040.00
TOTAL SURVEY & DESIGN:.....	<u>\$47,980.00</u>

Construction Administration

Our fee to perform the tasks outlined in the Scope of Work are as follows:

Construction Administration Services	\$11,960.00
TOTAL CONSTRUCTION ADMINISTRATION BUDGET:	\$11,960.00

HOURLY BILLING RATES

As submitted in our Qualification package to the Township of West Orange on December 3, 2024, following are our municipal billing rates:

PROFESSIONAL ENGINEER	\$	190.00
SENIOR PROJECT MANAGER, ENGINEERING	\$	165.00
SENIOR DESIGNER	\$	125.00
DESIGNER	\$	95.00
INSPECTOR	\$	105.00
ENGINEERING TECHNICIAN	\$	85.00
PROFESSIONAL LAND SURVEYOR	\$	170.00
SENIOR PROJECT MANAGER, SURVEYING	\$	150.00
PROJECT SURVEYOR	\$	135.00
SURVEYING TECHNICIAN	\$	105.00
PARTY CHIEF	\$	110.00
INSTRUMENT PERSON	\$	95.00
TECHNICAL TYPIST	\$	75.00

Project Schedule

GPI is committed to adhering to the Township's goal to advertise for bids by Winter/Spring 2026. We anticipate work will proceed within one (1) week after receipt of the Township's resolution awarding the contract. We have the resources to complete the project in a timely fashion, and we are confident that we can achieve the Township's goal.

We have assumed a January 15, 2026, contract award and have prepared the following Project Schedule based on an anticipated project duration of 105 days:

		Project Schedule			
		January 2026	February 2026	March 2026	April 2026
	January 15, 2026 (Assumed Contract Award)				
1	Surveying Services	■			
2	Kick-off Meeting & Preliminary Design		■		
3	Final Design Meeting & Final Plans and Specifications			■	
4	Bid Package				■

Sample Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042		CONTACT NAME: Alyson Graziosi PHONE (A/C, No, Ext): 516-869-8788 E-MAIL ADDRESS: agraziosi@crpggrp.com FAX (A/C, No): 516-470-0338	
INSURED Greenman-Pedersen, Inc. (Morris Plains) 301 Gibraltar Drive, Suite 2A Morris Plains NJ 07950		INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company INSURER B: Everest National Insurance Company INSURER C: North Pointe Insurance Company INSURER D: QBE Insurance Corporation INSURER E: Stonington Insurance Company INSURER F: Allied World Assurance Company (U.S.) Inc.	
GREENMAN		NAIC #	
		37885	
		10120	
		27740	
		39217	
		10340	
		19489	

COVERAGES

CERTIFICATE NUMBER: 1993401002

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	175000033	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	165000040	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB CLAIMS-MADE ☒ DED ☒ RETENTION \$ 10,000	Y	Y	XC5CU00324241	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	155000038	12/31/2024	12/31/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A F	Property Professional Liability			UM00082200MA24A 03141016	12/31/2024 12/31/2024	12/31/2025 12/31/2025	Valuable Papers \$150,000 Each Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION 30 day notice applies

SAMPLE
FOR INFORMATIONAL
PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

**HOURS ESTIMATE**

CIVIL / STRUCTURAL ENGINEERING

GREENMAN-PEDERSEN, INC. - ESTIMATE SHEET									
Project Name:	Luddington Road Sidewalk Panel Replacement								
Description:	Replacement of Sidewalk Panels								
Client:	Township of West Orange								
Location:	Luddington Road								
Date:	November 26, 2025								
GPI Job Title	Professional Engineer	Project Manager	Sr. Designer	Designer	Inspector	Engineering Technician	Admin. Support	TASK TOTAL HOURS	TOTAL COST
JOB TASK									
1 - Surveying Services	See Survey Hours Estimate								
2 - Civil Engineering Services									
Structural Design	24	8	16	8				56	\$8,640.00
Contract Drawings and Specifications	8	16	24	80			4	132	\$15,060.00
Meetings	4	16					8	28	\$4,000.00
Prepare Bid Package	8	12	24	16			4	64	\$8,320.00
3 - Construction Administration Services									
Bidding Services	4	12	8				4	28	\$4,040.00
Civil Engineering Services Hours	48	64	72	104	0	0	20	308	\$40,060.00
Construction Administration Services	2	4			104			110	\$11,960.00
Construction Administration Services Hours	2	4	0	0	104	0	0	110	\$11,960.00
Billing Rate	\$ 190.00	\$ 165.00	\$ 125.00	\$ 95.00	\$ 105.00	\$ 85.00	\$ 75.00		

**HOURS ESTIMATE**

SURVEY

GREENMAN-PEDERSEN, INC. - ESTIMATE SHEET									
Project Name:	Luddington Road Sidewalk Panel Replacement								
Description:	Replacement of Sidewalk Panels								
Client:	Township of West Orange								
Location:	Luddington Road								
Date:	November 26, 2025								
GPI Job Title	Professional Surveyor	Sr. Project Manager	Project Surveyor	Surveying Technician	Party Chief	Instrument Person	Admin. Support	TASK TOTAL HOURS	TOTAL COST
<u>JOB TASK</u>									
1 - Surveying Services									
Topographic Survey and Right-of-Way	2	8	12	12	16			50	\$6,180.00
Utility Coordination		4		8			4	16	\$1,740.00
Hours	2	12	12	20	16	0	4	66	
Billing Rate	\$ 170.00	\$ 150.00	\$ 135.00	\$ 105.00	\$ 110.00	\$ 95.00	\$ 75.00		\$7,920.00

RFP for Luddington Road - Sidewalk Panel Replacement

PROPOSALS RECEIVED ON: 12/5/2025						
		1	2	3	4	5
Awarded By Township of West Orange on:		Boswell Inc. Hackensack, NJ	CME Associates Howell,NJ	Greenman-Pedersen Inc. Morris Plains,NJ*	PS&S LLC. Warren,NJ	Suburban Consulting Engineers Inc. Flanders,NJ
TASK DESCRIPTION		Amount	Amount	Amount	Amount	Amount
1	Land Surveying Services	\$5,950.00	\$8,000.00	\$7,920.00	No Response	No Response
2	Civil Engineering Services	\$21,000.00	\$11,500.00	\$36,020.00		
3	Bidding Services			\$4,040.00		
	Construction Administrative Services	\$12,550.00	\$12,000.00	\$11,960.00		
Proposal Total without Construction Inspection		\$26,950.00	\$19,500.00	\$47,980.00	-	-
Proposal Total with Construction Inspection		\$39,500.00	\$31,500.00	\$59,940.00	-	-

*Greenman-Pedersen Inc.'s proposal includes the services of a Structural Engineer. The two other responsive parties failed to mention the need for structural investigation and adherence to structural design standards. GPI has conducted a site visit and has demonstrated the most appropriate qualifications and services for this project.

January 6, 2026

**RESOLUTION REJECTING THE BIDS RECEIVED FOR THE CONTRACT FOR
REPAIR AND MAINTENANCE OF EMS APPARATUS FOR THE WEST ORANGE
FIRE DEPARTMENT AND AUTHORIZING THE CONTRACTING AGENT TO RE-
BID FOR THE CONTRACT SERVICES**

WHEREAS, on October 24, 2025, the Township of West Orange issued an Invitation to Bid for a contract for Repair and Maintenance of EMS Apparatus for the West Orange Fire Department (the “Bid Contract”); and

WHEREAS, on November 20, 2025, the Township of West Orange received bid(s) responsive to the Bid Contract; and

WHEREAS, the Township of West Orange has determined that substantial and substantive revisions to the bid specifications are required; and

WHEREAS, N.J.S.A. 40A:11-13.2(d) allows for rejection of all bids received by a municipality where substantial revisions to the specifications for services must be made; and

WHEREAS, it is the recommendation of the Township Council that the bid(s) received for the Bid Contract be rejected and the contract re-bid after substantial revisions are made; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the bid(s) received for the Bid Contract are hereby rejected in accordance with the provisions of N.J.S.A. 40A:11-13.2(d); and

BE IT FURTHER RESOLVED that the Contracting Agent is hereby authorized to re-bid the Bid Contract after substantial revisions to the specifications are made; and

BE IT FURTHER RESOLVED that the Contracting Agent shall re-advertise the Bid Contract in accordance with N.J.S.A. 40A:11-23 and contact all bidder(s) who responded to the Bid Contract and advise them of the re-bid; and

BE IT FURTHER RESOLVED that this Resolution shall be made available in the Clerk’s Office for reasonable inspection in accordance with the law.

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

Council President

Adopted: January 6, 2026

RESOLUTION

WHEREAS, the Township Council awarded on the November 24, 2025 meeting resolution 276-25 for Tree Removal Services-2026;

WHEREAS, the bid actually pertained to the services for tree pruning and unforeseen circumstances as well;

WHEREAS, the purpose of this resolution is to clarify the awarding of the services; and

WHEREAS, the bid for **TREE REMOVAL SERVICES-2026** included pruning and unforeseen services which were not included in resolution 276-25 and it is the intent of the governing Body to award to the below named bidders for a one (1) year period with an option for an additional two (2) one (1) year periods for pruning and unforeseen circumstances to the vendors below:

PRUNING:

RICH TREE SERVICE, INC.

325 BERGEN STREET

SOUTH PLAINFIELD, N.J. 07080

**As the lowest responsible bidder for trees under 16" diameter
secondary vendor trees 37"-41", 42"-45", 46"-52", and 53" + in diameter
third vendor for trees 16" - 23", 24"-30", and 31"-36" in diameter**

BEUCLER TREE EXPERTS

48 HAROLD STREET

TENAFLY, N.J. 07670

**As the lowest responsible bidder for trees between 16" and 23", 24" and 30", 31" and 36", 37" and 41", 42" and 45", 46" and 52", 53"+ in diameter.
secondary vendor trees less than 16" in diameter**

DOWNES TREE SERVICE CO., INC.

65 ROYAL AVENUE

HAWTHORNE, N.J. 07970

**secondary vendor trees 16" - 23", 24"-30" 31" - 36", and 37"-41" in diameter
third vendor for trees less than 16", 42"-45", 46"-52" and 53"+ in diameter**

UNFORESEEN CIRCUMSTANCES:

**RICH TREE SERVICE, INC.
325 BERGEN STREET
SOUTH PLAINFIELD, N.J. 07080**

**As the lowest responsible bidder for trees under 16" diameter
secondary vendor trees 24"-30" in diameter
third vendor for trees 16" and 23", 31" and 36", 37" and 41", 42" and 45", 46" and 52", 53"+ in
diameter**

**BEUCLER TREE EXPERTS
48 HAROLD STREET
TENAFLY, N.J. 07670**

**As the lowest responsible bidder for trees between 16" and 23", 24" and 30", 31" and 36" in diameter.
secondary vendor trees 37" and 41", 42" and 45", 46" and 52", 53"+ in diameter
third vendor for trees under 16" diameter**

**DOWNES TREE SERVICE CO., INC.
65 ROYAL AVENUE
HAWTHORNE, N.J. 07970**

**As the lowest responsible bidder for trees 37" and 41", 42" and 45", 46" and 52", 53"+ in diameter.
secondary vendor trees under 16", 16" and 23", 31" and 36" in diameter
third vendor for trees 24" and 30" in diameter**

who submitted the only responsive bids. Attached is a summary spread sheet with each bidder's prices. SJC Lawn Care has been rejected as not having a Public Works Contractors Certificate as required in the bid. SavATree was not awarded as pricing was too high.

BE IT FURTHER RESOLVED that this award is subject to the 2026 Budget Appropriation for contractual tree services and that the authorization to perform the work specified is contingent upon the execution of a valid purchase order between the Township and the vendor(s) prior to the commencement of the work.

BE IT FURTHER RESOLVED that this contract includes two option years for 2027 and 2028.

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

Council President

I hereby certify funds are available from:

Account: 01-2010-00-7202-091 Contractual Tree Services with a **NOT TO EXCEED**
\$45,000.00 between all three (3) vendors

John C. Ditinyak, Chief Financial Officer

Adopted: January 6, 2026

Tree Removal Services 2026	Rich Tree Service	Beucler Tree	SaveATree	Downes Tree Services	SJC Lawn Care
-----------------------------------	-------------------	--------------	-----------	----------------------	---------------

Tree Removal

Item	Tree Size	Quantity	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
1	Less than 16"	0-400	\$75.00	\$275.00	\$400.00	\$150.00	\$425.00
2	16"-23"	0-400	\$900.00	\$625.00	\$950.00	\$650.00	\$1125.00
3	24"-30"	0-400	\$1600.00	\$1475.00	\$1995.00	\$1625.00	\$2625.00
4	31"-36"	0-100	\$2200.00	\$1900.00	\$2645.00	\$2050.00	\$3675.00
5	37"-41"	0-50	\$3200.00	\$2275.00	\$3287.00	\$2250.00	\$4725.00
6	42"-45"	0-30	\$3500.00	\$2500.00	\$3875.00	\$2400.00	\$5250.00
7	46"-52"	0-30	\$4100.00	\$3400.00	\$4250.00	\$2950.00	\$6125.00
8	53"+	0-30	\$4700.00	\$4200.00	\$4785.00	\$2950.00	\$7000.00

Pruning

Item	Tree Size	Quantity	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
1	Less than 16"	0-400	\$50.00	\$95.00	\$300.00	\$150.00	\$325.00
2	16"-23"	0-400	\$250.00	\$125.00	\$400.00	\$200.00	\$625.00
3	24"-30"	0-400	\$300.00	\$175.00	\$600.00	\$250.00	\$750.00
4	31"-36"	0-100	\$350.00	\$225.00	\$1200.00	\$300.00	\$795.00
5	37"-41"	0-50	\$400.00	\$275.00	\$1392.00	\$400.00	\$1195.00
6	42"-45"	0-30	\$450.00	\$325.00	\$1392.00	\$500.00	\$1295.00
7	46"-52"	0-30	\$500.00	\$375.00	\$1392.00	\$750.00	\$1400.00
8	53"+	0-30	\$550.00	\$425.00	\$1450.00	\$1000.00	\$1650.00

Unforeseen Circumstances section 3.7

Item	Description	Hours Estimated	Rate Hourly	Rate Hourly	Rate Hourly	Rate Hourly	Rate Hourly
1	75' Bucket Truck, 12cu-yd chip truck, 16" brush chipper and (3) man crew	0-500	\$325.00	\$375.00	\$365.00	\$300.00	\$525.00
2	(1) 7-ton log loader with operator	0-500	\$150.00	\$125.00	\$155.00	\$125.00	\$250.00
3	(1) 26-ton 120' tree crane with NJ certified operator , climber and grounds person	0-500	\$325.00	\$500.00	\$485.00	\$325.00	\$550.00
4	Mini-Skid with tree grapple	0-500	\$75.00	\$125.00	\$165.00	\$75.00	\$175.00
5	60HP or greater stump grinder with operator	0-500	\$100.00	\$150.00	\$165.00	\$75.00	\$275.00
6	2-man clean-up crew with truck to clean up grindings	0-500	\$175.00	\$250.00	\$243.00	\$190.00	\$395.00

**RESOLUTION ADOPTING A CASH MANAGEMENT PLAN
FOR THE TOWNSHIP OF WEST ORANGE, ESSEX
COUNTY, STATE OF NEW JERSEY, FOR THE YEAR 2026**

WHEREAS, N.J.S.A. 40A:5-14 mandates that the Governing Body of a municipal corporation shall, by resolution passed by a majority vote of the full membership thereof, designate as a depository for its monies a bank or trust company having its place of business in the State and organized under the laws of the United States of America or this State; and

WHEREAS, N.J.S.A. 40A:5-15.1 amended by Chapter 148, P.L. 1997 established new requirements for the investment of public funds and the adoption of a cash management plan for counties, municipalities, and authorities; and

WHEREAS, the Mayor and Township Council of the Township of West Orange wish to comply with the above statutes;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Township Council of the Township of West Orange adopt the attached cash management plan, including the official depositories for the Township of West Orange for the 2026 year.

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

Council President

Adopted: January 6, 2026

Cash Management Plan of the Township of West Orange
In the County of Essex, New Jersey

I. STATEMENT OF PURPOSE.

This Cash Management Plan (the "Plan") is prepared pursuant to the provisions of N.J.S.A. 40A:5-14 in order to set forth the basis for the deposits ("Deposits") and investment ("Permitted Investments") of certain public funds of the Township of West Orange, pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and the Permitted Investments will be done to ensure the safety, the liquidity (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to ensure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments.

II. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN.

A. The Plan is intended to cover the deposit and/or investment of the following funds and accounts of the Township of West Orange:

Animal Control Trust Fund Account
Assessment Trust Fund Account
COAH Developer Fee Account and Growth Share Account
Community Development Block Grant Account
Current Account
General Capital Account
General Trust Account
Municipal Insurance Trust Account
Open Space Trust Fund
Public Assistance Trust Fund I & II
Section Eight Housing Account
Special Improvement District Account
Swim Pool Operating Account
Unemployment Trust Account
Workers' Compensation Account

All disbursements for the accounts listed above shall be made by checks signed (or facsimile signatures) by any three of the following: the Mayor, Comptroller, Tax Collector and Treasurer, or Designees.

B. It is understood that this Plan is not intended to cover certain funds and accounts of the Township of West Orange, specifically:

Payroll Account

All disbursements for the Payroll Account shall be made by checks signed by the Comptroller, Tax Collector, Business Administrator, or Mayor.

III. DESIGNATION OF OFFICIALS OF THE TOWNSHIP OF WEST ORANGE
AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THE PLAN.

The Comptroller of the Township of West Orange (or Designee) (the "Designated Official") is hereby authorized and directed to deposit and/or invest the funds referred to in the Plan. Prior to making any such Deposits or any Permitted Investments, such officials of the Township of West Orange are directed to supply to all depositories or any other parties with whom the Deposits or Permitted Investments are made a written copy of this Plan which shall be acknowledged in writing by such parties and a copy of such acknowledgement kept on file with such officials.

IV. DESIGNATION OF DEPOSITORIES.

The following banks and financial institutions are hereby designated as official depositories for the Deposit of all public funds referred to in the Plan, including any certificates of Deposit which are not otherwise invested in Permitted Investments as provided for in the Plan:

Atlantic Federal Credit Union
Bank of America, N.A.
JP Morgan Chase Bank
Flagstar (Formerly New York Community Bank)
PNC Bank, National Association
Provident Bank
Santander Bank
State of New Jersey Cash Management Fund
TD Bank, NA

All such depositories shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgement to the Designated Official (s) in Section III above.

V. DESIGNATION OF BROKERAGE FIRMS AND DEALERS WITH WHOM THE DESIGNATED OFFICIALS MAY DEAL.

The following brokerage firms and/or dealers and other institutions are hereby designated as firms with whom the Designated Official (s) of the Township of West Orange referred to in this Plan may deal for purposes of buying and selling securities identified in this Plan as Permitted Investments or otherwise providing for Deposits. All such brokerage firms and/or dealers shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgement to the Designated Official (s) referred to in Section III above.

None

VI. AUTHORIZED INVESTMENTS.

A. Except as otherwise specifically provided for herein, the Designated Official is hereby authorized to invest the public funds covered by this Plan, to the extent not otherwise held in Deposits, in the following Permitted Investments:

- (1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America;
- (2) Government money market mutual funds;
- (3) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;
- (4) Bonds or other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;
- (5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of the Treasury for investment by Local Units;
- (6) Local government investment pools;
- (7) Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P.L. 1977, c.281 (C.52:18A-90.4); or
- (8) Agreements for the repurchase of fully collateralized securities if.
 - (a) the underlying securities are permitted investments pursuant to paragraphs (1) and (3) of this subsection a;
 - (b) the custody of collateral is transferred to a third party;
 - (c) the maturity of the agreement is not more than 30 days;
 - (d) the underlying securities are purchased through a public depository as defined in section 1 of P.L. 1970, c.236 (C.17:19-41); and
 - (e) a master repurchase agreement providing for the custody and security of collateral is executed.

For purposes of the above language, the terms "government money market mutual fund" and "local government investment pool" shall have the following definitions:

Government Money Market Mutual Fund. An investment company or investment trust:

- (a) which is registered with the Securities and Exchange Commission under the "Investment Company Act of 1940," 15 U.S.C. sec. 80a-1 et seq., and operated in accordance with 17 C.F.R. sec 270.2a-7.

- (b) the portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; and
- (c) which has:
 - (I) attained the highest ranking or the highest letter and numerical rating of a nationally recognized statistical rating organization; or
 - (II) retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission pursuant to the "Investment Advisors Act of 1940" 15 U.S.C. sec. 80b-1 et seq., with experience investing in U.S. Government securities for at least the most recent past 60 months and with assets under management in excess of \$500 million.

Local Government Investment Pool. An investment pool:

- (a) which is managed in accordance with 17 C.F.R. sec. 270.2a-7;
- (b) which is rated in the highest category by a nationally recognized statistical rating organization;
- (c) which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. sec. 270.2a-7, and repurchase agreements that are collateralized by such U.S. Government securities;
- (d) which is in compliance with rules adopted pursuant to the "Administrative Procedure Act," P.L. 1968, c410 (c.52:14B-1 et seq.) by the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investments;
- (e) which does not permit investments in instruments that: are subject to high price volatility with changing market conditions; cannot reasonably be expected at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and
- (f) which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management fund, or through the use of a national or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967 c.9 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not

a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government Securities.

VII. SAFEKEEPING CUSTODY PAYMENT AND ACKNOWLEDGEMENT OF RECEIPT OF PLAN.

To the extent that any Deposit or Permitted Investment involves a document or security which is not physically held by the Township of West Orange, then such instrument or security shall be covered by a custodial agreement with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of such investments in the name of the Township of West Orange to assure that there is no unauthorized use of the funds or the Permitted Investments or Deposits. Purchase of any Permitted Investments that involve Securities shall be executed by a "delivery versus payment" method to ensure that such Permitted Investments are either received by the Township of West Orange or by a third party custodian prior to or upon the release of the Township of West Orange's funds.

To assure that all parties with whom the Township of West Orange deals either by way of Deposits or Permitted Investments are aware of the authority and the limits set forth in this Plan, all such parties shall be supplied with a copy of this Plan in writing and all such parties shall acknowledge the receipt of that Plan in writing, a copy of which shall be on file with the Designated Official (s).

VIII. REPORTING REQUIREMENTS.

Each month during which this Plan is in effect, the Designated Official (s) referred to in Section III hereof shall supply to the governing body of The Township of West Orange a written report of any Deposits or Permitted Investments made pursuant to this Plan, which shall include, at a minimum, the following information:

- A. The name of any institution holding funds of the Township of West Orange as a Deposit or a Permitted Investment.
- B. The amount of securities or Deposits purchased or sold during the immediately preceding month.
- C. The class or type of securities purchased or Deposits made.
- D. The book value of such Deposits or Permitted Investments.
- E. The earned income on such Deposits or Permitted Investments. To the extent that such amounts are actually earned at maturity, this report shall provide an accrual of such earnings during the immediately preceding month.
- F. The fees incurred to undertake such Deposits or Permitted Investments.
- G. The market value of all Deposits or Permitted Investments as of the end of the immediately preceding month.
- H. All other information which may be deemed reasonable from time to time by the governing body of the Township of West Orange.

IX. EXPENDTURES OF DEPOSIT

All distribution of funds for expenditures of Township of West Orange funds shall be recorded on a Bill List presented to the Township Council at a public meeting for their approval. Once approved, the Chief Financial Officer will distribute the funds for the expenditures as specified on the Bill List. If the Chief Financial Officer determines that withholding distribution of funds for any properly authorized expenditure until the next Council Meeting would provide a threat to anyone's health, welfare or safety and/or negatively impact the efficiency of Township operations, the Chief Financial may immediately distribute funds for the expenditure and record it as such on the next Bill List presented to the Township Council.

Expenditures can be made by the Comptroller or his/her designee without approval of the Council for the following:

- Debt Service Payments
- Payments to the County of Essex
- Payments to the West Orange Board of Education
- Payments to the Joint Meeting of Essex and Union Counties
- Annual Appropriation Payments for the Public Employee Retirement System and the Police and Fire Retirement System

X. TERM OF PLAN.

The Plan shall be in effect for the 2026 year. Attached to this Plan is a resolution of the governing body of the Township of West Orange approving this Plan for such period of time. The Plan may be amended from time to time. To the extent that any amendment is adopted by the Council, the Designated Official is directed to supply copies of the amendments to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan was so acknowledged.

**RESOLUTION FOR THE TOWNSHIP OF WEST ORANGE,
COUNTY OF ESSEX, STATE OF NEW JERSEY,
ADOPTING TEMPORARY BUDGET APPROPRIATIONS
PURSUANT TO N.J.S.A. 40A:4-19 FOR THE 2026 YEAR**

WHEREAS, it will be necessary to award contracts, incur commitments, and make payments during calendar year 2026 prior to the adoption of the municipal budget for calendar year 2026; and

WHEREAS, N.J.S.A. 40A:4-19 provides the authorization to make temporary appropriations prior to the adoption of the municipal budget, the total of which may not exceed 35.00% of the previous year's total budget, excluding debt service, capital improvements, deferred charges, public and private programs offset by revenues, and public assistance; and

WHEREAS, the total amount of the 2025 Township Current Fund budget, exclusive of any appropriations for debt redemption, capital improvements, deferred charges, Reserve for Uncollected Taxes, public and private programs offset by revenues, and public assistance is the sum of \$87,586,649.01; and

WHEREAS, the total amount of the 2025 Township Pool Operating Fund budget, exclusive of any appropriations for debt redemption and deferred charges is the sum of \$368,801.00; and

WHEREAS, 35.00% of the total appropriations in the 2025 Current Fund budget, exclusive of any appropriations for debt redemption, capital improvements, deferred charges, Reserve for Uncollected Taxes, public and private programs offset by revenues, and public assistance is the sum of \$30,655,326.80; and

WHEREAS, 35.00% of the total appropriations in the 2025 Pool Operating Fund budget, exclusive of any appropriations for debt redemption and deferred charges is the sum of \$129,080.00

WHEREAS, the maximum total appropriations for the 2026 Temporary Current Fund and Pool Operating Budgets are \$45,937,464.23 and \$130,301.53 respectively.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of West Orange, that the following appropriations, make up the 2026 temporary budgets.

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

Council President

Adopted: January 6, 2026

2025 TEMPORARY BUDGET DETAIL

<u>Account</u>	<u>Account Name</u>	<u>Budget</u>	<u>Temporary Budget Amount</u>
CURRENT FUND			
01-2010-00-1001	MAYOR S&W	77,011.00	26,953.85
01-2010-00-1002	MAYOR O/E	1,230.76	430.77
01-2010-00-1201	TOWN COUNCIL S&W	59,313.25	20,759.64
01-2010-00-1203	TOWN COUNCIL O/E	45,830.00	16,040.50
01-2010-00-1402	TOWNSHIP LITIGATION O/E	621,048.96	217,367.14
01-2010-00-1501	TOWNSHIP CLERK S&W	259,425.71	90,799.00
01-2010-00-1502	TOWNSHIP CLERK O/E	38,142.13	13,349.75
01-2010-00-1701	LEGAL SERVICES S&W	77,365.00	27,077.75
01-2010-00-1702	LEGAL SERVICES O/E	82,061.51	28,721.53
01-2010-00-1902	PLANNING BOARD O/E	11,429.34	4,000.27
01-2010-00-1912	BOARD OF ADJUSTMENT O/E	4,827.08	1,689.48
01-2010-00-1922	SUPPORT FOR BOARDS & COMMISSION	69,796.96	24,428.94
01-2010-00-1932	WASTE MANAGEM O/E	-	-
01-2010-00-1941	MUNICIPAL COURT S&W	431,509.57	151,028.35
01-2010-00-1942	MUNICIPAL COURT O/E	29,028.72	10,160.05
01-2010-00-1952	PUBLIC DEFENDER OE	17,750.00	6,212.50
01-2010-00-2001	BUSINESS ADMI S&W	305,038.75	106,763.56
01-2010-00-2002	BUSINESS ADMI O/E	143,231.00	50,130.85
01-2010-00-2201	PURCHASING S&W	197,062.00	68,971.70
01-2010-00-2202	PURCHASING O/E	3,275.00	1,146.25
01-2010-00-2301	INFORMATION TECHNOLOGY S&W	324,253.20	113,488.62
01-2010-00-2302	CENTRAL COPY/PRINT O/E	5,700.00	1,995.00
01-2010-00-2303	TELEPHONE COMMUNICATIONS O/E	299,500.00	104,825.00
01-2010-00-2304	CENTRAL MAILING O/E	83,550.38	29,242.63
01-2010-00-2305	CENTRAL INFORMATION TECHNOLOGY O/E	101,624.00	35,568.40
01-2010-00-2306	CENTRAL IT ONLINE SERVICES O/E	74,011.00	25,903.85
01-2010-00-2307	CENTRAL IT PD SERVICES O/E	353,485.55	123,719.94
01-2010-00-2308	CENTRAL IT FD SERVICES O/E	13,500.00	4,725.00
01-2010-00-2309	CENTRAL IT NON UNIFORM SERVICES O/E	60,596.44	21,208.75
01-2010-00-2532	CENTRAL INSURANCE - HEALTH	17,008,362.52	5,952,926.88
01-2010-00-2533	CENTRAL INS - UNEMPLOYMENT	85,000.00	29,750.00
01-2010-00-2534	CENTRAL INSURANCE- LIABILITY	1,311,439.50	459,003.83
01-2010-00-2535	CENTRAL INS - WORK-COMP	312,000.00	109,200.00
01-2010-00-2801	COLLECTORS OF S&W	301,122.00	105,392.70

Temporary Budget

<u>Account</u>	<u>Account Name</u>	<u>Budget</u>	<u>Amount</u>
01-2010-00-2802	COLLECTORS OF O/E	75,401.64	26,390.57
01-2010-00-2951	COMPTROLLER S&W	443,287.00	155,150.45
01-2010-00-2952	COMPTROLLER O/E	372,800.00	130,480.00
01-2010-00-2953	TREASURER O/E	1,749.00	612.15
01-2010-00-3001	PLANNING & DEV S&W	328,280.00	114,898.00
01-2010-00-3002	PLANNING & DE O/E	6,484.07	2,269.42
01-2010-00-3101	HOUSING CODE S&W	328,280.00	114,898.00
01-2010-00-3102	HOUSING CODE O/E	2,046.76	716.37
01-2010-00-4001	TAX ASSESSOR S&W	294,387.60	103,035.66
01-2010-00-4002	TAX ASSESSOR O/E	113.75	39.81
01-2010-00-5001	POLICE S&W	14,711,699.14	5,149,094.70
01-2010-00-5003	POLICE O/E	171,750.83	60,112.79
01-2010-00-6001	FIRE S&W	12,084,224.47	4,229,478.56
01-2010-00-6002	FIRE O/E	110,669.27	38,734.24
01-2010-00-6101	UNIFORM FIRE SAFETY S&W	28,250.00	9,887.50
01-2010-00-6102	UNIFORM FIRE SAFETY O/E	38,084.63	13,329.62
01-2010-00-6202	EMERGENCY MGT O/E	1.00	
01-2010-00-7001	ENGINEERING S&W	467,437.00	163,602.95
01-2010-00-7002	ENGINEERING O/E	51,660.71	18,081.25
01-2010-00-7101	BUILDING & PROPERTY O/E	968,387.63	338,935.67
01-2010-00-7202	SHADE TREE O/E	313,881.10	109,858.39
01-2010-00-7401	PUBLIC WORKS S&W	3,019,385.70	1,056,785.00
01-2010-00-7502	STREET SALT & CHLORIDE O/E	835,220.07	292,327.02
01-2010-00-7503	STREET CLEANING AND DRAINAGE O	64,106.73	22,437.36
01-2010-00-7504	STREET REPAIR O/E	46,708.43	16,347.95
01-2010-00-7505	STREET SERVICE & TRAFFIC O/E	16,500.00	5,775.00
01-2010-00-7506	PARKING FAC MAINT & REPAIR O/E	2,854.84	999.19
01-2010-00-7802	SANITATION O/E	6,455.54	2,259.44
01-2010-00-7803	SEWER & PUMP STATIONS O/E	63,400.00	22,190.00
01-2010-00-7902	CENTRAL AUTOMOTIVE O/E	595,745.62	208,510.97
01-2010-00-8051	GENERAL HEALTH SERVICES S&W	713,492.90	249,722.52
01-2010-00-8052	GENERAL HEALTH SERVICES O/E	31,184.63	10,914.62
01-2010-00-8101	SENIOR BUSING S&W	582,922.00	204,022.70
01-2010-00-8102	SEN CITIZEN TRANS O/E	2,600.00	910.00
01-2010-00-8401	ANIMAL CONTROL S&W	139,112.00	48,689.20
01-2010-00-8402	ANIMAL CONTROL O/E	2,184.83	764.69
01-2010-00-8601	SEN CITIZEN HEALTH CTR S&W	230,727.70	80,754.70
01-2010-00-8602	SEN CITIZEN HEALTH CTR O/E	34,015.31	11,905.36
01-2010-00-8761	RETIRED CITIZENS PROGRAM S&W	241,694.00	84,592.90
01-2010-00-8762	RETIRED CITIZENS PROGRAM O/E	26,970.50	9,439.68
01-2010-00-8902	GARBAGE-TRASH DISPOSAL FEE	5,308,953.47	1,858,133.71
01-2010-00-9002	COMMUNITY SERVICES O/E	97,550.00	34,142.50
01-2010-00-9101	PARKS & PLAYGROUNDS S&W	763,450.70	267,207.75
01-2010-00-9102	PARKS & PLAYGROUNDS O/E	140,314.86	49,110.20
01-2010-00-9302	CELEBRATION OF PUBLIC EVENTS	61,102.51	21,385.88

<u>Account</u>	<u>Account Name</u>	<u>Budget</u>	<u>Temporary Budget</u> <u>Amount</u>
01-2010-00-9401	CONSTRUCTION S&W	712,231.00	249,280.85
01-2010-00-9402	CONSTRUCTION O/E	23,090.23	8,081.58

Temporary Budget

<u>Account</u>	<u>Account Name</u>	<u>Budget</u>	<u>Amount</u>
01-2010-00-9500	ELECTRICITY O/E	563,145.21	197,100.82
01-2010-00-9501	STREET LIGHTING - IN C O/E	649,951.42	227,483.00
01-2010-00-9502	FUEL O/E	465,000.00	162,750.00
01-2010-00-9504	WATER- O/E	52,968.88	18,539.11
01-2010-00-9505	FIRE HYDRANT SERVICE O/E	725,000.00	253,750.00
01-2010-00-9611	SALARY ADJUSTMENT S&W	25,000.00	8,750.00
01-2010-00-9612	NJSLOM	3,819.50	1,336.83
01-2010-00-9613	MEDICAL TRANSPORT BILLING SERV	150,000.00	52,500.00
01-2010-00-9614	CONTINGENT O/E	1,000.00	350.00
01-2010-00-9902	PERS O/E	1,539,100.00	538,685.00
01-2010-00-9903	FICA O/E	1,254,313.64	439,009.77
01-2010-00-9905	P&F RET SYSTEM O/E	7,449,281.00	2,607,248.35
01-2010-00-9907	DEFINED CONTRIBUTION RET. O/E	35,000.00	12,250.00
01-2010-00-9908	457 CONTRIBUTION PLAN	436,496.50	152,773.78
01-2010-02-1006	JOINT OUTLET SEWER M O/E	3,839,147.00	1,343,701.45
01-2010-02-1007	MAINT.FREE PUBLIC LIBRARY O/E	2,828,055.36	989,819.38
01-2010-02-1008	TAX APPEALS PENDING O/E	200,000.00	70,000.00
01-2010-04-1004	ESSEX FELL HEALTH ILSA S&W	-	-
APPROPRIATIONS INCLUDED IN THE 35.00%		87,586,649.01	30,655,326.80

01-2010-06-1002	CAPITAL IMPROVEMENT FUND	500,000.00	500,000.00
01-2010-07-1002	DEBT SERVICE O/E -BOND PRINCIPAL	6,185,000.00	6,285,000.00
01-2010-07-1003	DEBT SERVICE O/E - BAN PRINCIPAL	558,536.00	558,536.00
01-2010-07-1004	DEBT SERVICE O/E -BOND INTEREST	1,972,060.25	1,767,731.25
01-2010-07-1005	DEBT SERVICE O/E -BAN INTEREST	2,871,810.00	2,871,810.00
01-2010-07-1006	DEBT SERVICE O/E -NJEIT PRINCIPAL	225,000.00	225,000.00
01-2010-07-1007	DEBT SERVICE O/E -NJEIT INTEREST	27,500.00	27,500.00
01-2010-08-1004	DEFERRED CHARGES-OUT OF CAP	2,023,623.40	
01-2010-10-1002	RESERVE FOR UNCOLLECTED TAXES	3,046,560.18	3,046,560.18
APPROPRIATIONS EXCLUDED FROM THE 35.00%		17,410,089.83	15,282,137.43

GRAND TOTAL**104,996,738.84****TOTAL TEMPORARY BUDGET - CURRENT FUND****45,937,464.23****POOL UTILITY**

08-2010-55-5011	POOL S&W	248,000.00	65,100.00
08-2010-55-5022	POOL OE	103,000.00	27,037.50
08-2010-55-5412	FICA	17,800.00	4,672.50
08-2010-55-5422	NJ UMEMPLOYMENT INS	1.00	
APPROPRIATIONS INCLUDED IN THE 35.00%		368,801.00	96,810.00

08-2010-07-1005	DEBT SERVICE BAN INTEREST	1,221.53	1,221.53
08-2010-08-1004	DEFERRED CHARGES	96,080.39	-

<u>Account</u>	<u>Account Name</u>	<u>Budget</u>	<u>Temporary Budget Amount</u>
08-2010-55-5322	DEFICIT IN OPERATIONS	-	-
	APPROPRIATIONS EXCLUDED FROM THE 35.00%	97,301.92	1,221.53
	GRAND TOTAL	466,102.92	
	TOTAL TEMPORARY BUDGET - POOL OPERATING FUND		98,031.53

12-26
January 6, 2026

**RESOLUTION TO SET THE INTEREST RATE AND PENALTIES TO BE CHARGED
FOR DELINQUENT TAX PAYMENTS**

WHEREAS, pursuant to N.J.S.A. 54:4-67, the Township Council of the Township of West Orange has passed a resolution fixing the rate of interest to be charged for non-payment of Tax or Assessments; and

WHEREAS, the Township Council of the Township of West Orange now desires to set the calendar year 2026 rate of interest and penalties to be charged taxpayers who are delinquent in the payment of taxes and assessments due and owing;

NOW, THEREFORE BE IT HEREBY RESOLVED by the Township Council of the Township of West Orange that the rate of interest and/or penalty to be charged for the non-payment of taxes and/or assessments for when they become delinquent for the calendar year 2026 as follows:

No interest shall be charged if payment of any installment is made within the tenth (10th) calendar day following the date upon which the same become payable. If the tenth day falls on a weekend or Municipally Observed Holiday, the grace period shall be extended until the next working day.

Upon the expiration of the tenth (10th) day as aforesaid, the rate of interest shall be Eight Percent (8%) per annum of the first \$1,500.00 of said delinquency and Eighteen Percent (18%) per annum on any amount in the excess of \$1,500.00, which is to be calculated from the date the tax was payable through and inclusive of the date of actual payment.

An additional Six percent (6%) penalty for delinquencies in excess of \$10,000.00 remaining unpaid at the end of the calendar year.

BE IT FURTHER RESOLVED that the charges on account of delinquent properties as set forth herein remain in effect from year to year until such time as the governing body adopts a new resolution setting forth new or different rates.

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

Susan Scarpa
Council President

Adopted: January 6, 2026

13-26
January 6, 2026

**A RESOLUTION APPOINTING FUND COMMISSIONER AND ALTERNATE FUND
COMMISSIONER FOR THE CENTRAL JERSEY JOINT INSURANCE FUND**

WHEREAS, the West Orange Township is a member of the Central Jersey Joint Insurance Fund; and

WHEREAS, it is required for West Orange Township to have representation on the Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED on this 6th day of January, 2026, by West Orange Township Council in the County of Essex, State of New Jersey that:

1. Peter F. Smeraldo, Jr. is hereby appointed as Fund Commissioner representing West Orange Township on the Central Jersey Joint Insurance Fund Board of Commissioners.
2. John C. Ditinyak is hereby appointed as Alternate Fund Commissioner representing West Orange Township on the Central Jersey Joint Insurance Fund Board of Commissioners.

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

Council President

Adopted: January 6, 2026

14-26
January 6, 2026

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO A
DUPLICATE FOURTH QUARTER TAX PAYMENT**

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment for the 2025 fourth quarter taxes

WHEREAS, the Tax Collector of the Township of West Orange has indicated that such Taxpayers or their mortgage company are entitled to refunds to the extent of such overpayments;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and the Treasurer of the Township of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list sums in full and final satisfaction of the overpayment of these charges.

<u>Block</u>	<u>Lot</u>	<u>Name & Address</u>	<u>Amount</u>
77	35.02	Lereta, LLC Attn: Central Refunds 901 Corporate Center Drive Pomona, CA 91768	\$4,041.72
134.02	109	Corelogic Centralized Refunds PO Box 9202 Coppell, TX 75019	\$3,311.17
139	12	Dana Newman 48 Melrose Drive Livingston, NJ 07039	\$2,942.84
155.22	42.01 C0205	Lereta, LLC Attn: Central Refunds 901 Corporate Center Drive Pomona, CA 91768	\$2,044.97
158.06	31	Corelogic Centralized Refunds PO Box 9202 Coppell, TX 75019	\$6,625.94
173.04	41	Lereta, LLC	\$4,246.28

179.14 21

Attn: Central Refunds
901 Corporate Center Drive
Pomona, CA 91768
Corelogic Centralized Refunds \$4,330.19
PO Box 9202
Coppell, TX 75019

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

Council President

I hereby certify funds are available from:

Account No./Amount

John Ditinyak, Chief Financial Officer

Adopted: January 6, 2026

15-26
January 6, 2026

**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	34 STONE DRIVE				
BLOCK	168.14				
LOT	5				
QUAL					
	ASSESSMENT				
YEAR	ORIGINAL	JUDGMENT	DIFFERENCE	TAX RATE	CREDIT
2025	\$ 1,005,200.00	\$ 980,000.00	\$ 25,200.00	2.627	\$ 662.00
TOTAL					\$ 662.00
PAYABLE TO:					
Jennifer R. Jacobus, Esq.					
201 Littletown Rd, Suite 100					
Morris Plains, NJ 07950					

ADDRESS	52 WILDWOOD AVE				
BLOCK	86				
LOT	11				
QUAL					
	ASSESSMENT				
YEAR	ORIGINAL	JUDGMENT	DIFFERENCE	TAX RATE	AMOUNT DUE
2025	\$ 1,112,300.00	\$ 999,000.00	\$ 113,300.00	2.627	\$ 2,976.39
TOTAL					\$ 2,976.39
PAYABLE TO:					
Heinze Law, P.A.					
383 Main Street. Suite 101					
Chatham, NJ 07928					

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

Susan Scarpa
Council President

I hereby certify funds are available from:

Account No./Amount

John Ditinyak
Chief Financial Officer

Adopted: January 6, 2026

TAX COURT OF NEW JERSEY
COUNTY: Essex
DOCKET NO. 004551-2025

DRILL, LAWRENCE & MARY M

Plaintiff(s),

v

CIVIL ACTION
JUDGMENT

WEST ORANGE TOWNSHIP

Defendant(s).

The parties having agreed upon a settlement, the assessment shall be as set forth below:

Block: 86
Lot: 11
Street Address: 52 Wildwood Ave
Year: 2025

TAX COURT JUDGMENT

Land:	\$465,500.00
Improvements:	\$533,500.00
Total:	\$999,000.00

The parties having agreed that there has been no change in value or municipal-wide revaluation or reassessment adopted for the tax year(s) 2026 (Freeze Act year(s)), the provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall be applicable to the assessment on the property referred to herein for said Freeze Act year(s). No Freeze Act year shall be the basis for application of the Freeze Act for any subsequent year.

It is premature to include a requested Freeze Act year 2027 as listed in the Stipulation of Settlement. File a separate Freeze Act application or a motion for Freeze Act relief after October 1 of the pretax year with Tax Court.

/s/ Jeffrey T. Gallus, Clerk/Administrator
Tax Court of New Jersey

Entered: 12/30/2025

Plaintiff(s) Attorney: Amber N Heinze Esq
Defendant(s) Attorney: Edwin R Matthews Esq

AMBER N. HEINZE, ESQ.
 Attorney ID 028372001
 Heinze Law, P.A.
 383 Main Street, Suite 101
 Chatham, New Jersey 07928
 (973) 325-0191

"Amended"

Drill, Lawrence & Mary M

TAX COURT OF NEW JERSEY

Docket Nos. 004551-25

Plaintiff,

-v-

West Orange Township

Defendant

: STIPULATION OF SETTLEMENT
 (Without Affidavit)
 : Hon. Joshua D. Novin, J.T.C.

: First Calendar Date:

1. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment be entered as follows:

Block: 86 Lot: 11

Year: 2025

Street Address: 52 Wildwood Ave

	Original Assessment	County Board Judgment	Requested Tax Court Judgment
Land	\$ 465,500	DIRECT	\$ 465,500
Improvements	\$ 646,800	APPEAL	\$ 533,500
TOTAL	\$ 1,112,300		\$ 999,000

2. The undersigned have made such examination of the value and proper assessment of the property(ies) and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property(ies) as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

3. Based upon the foregoing, the undersigned represent to the court that the above settlement will result in an assessment at the fair assessable value of the property(ies) consistent with assessing practices generally applicable in the taxing district as required by law.

4. Statutory interest is waived on the condition that this Stipulation of Settlement is signed by counsel for the municipal defendant and forwarded to the Tax Court of New Jersey within 45 days hereof and provided the refund is received within 60 days from the date of the entry of judgment.

5. All tax over-payments and interest shall be by refund check made payable to "Heinze Law, P.A. Attorney Trust Account" and shall be sent to the firm for the benefit of the taxpayer.

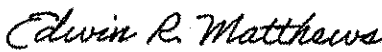
6. The provisions of Paragraphs 4 and 5 shall survive Judgment even if not included in the Judgment issued by the Tax Court.

7. The parties agree that there has been in value or municipal wide revaluation or reassessment adopted for the tax years 2026 and 2027, and therefore agree that the provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall be applicable to the assessment on the property referred to herein for said Freeze Act year(s) with 2025 being the base year. No Freeze Act year(s) shall be the basis for application of the Freeze Act for any subsequent year(s)..

Dated: December 16, 2025


AMBER N. HEINZE
Attorney for Plaintiff

Dated: December 16, 2025


EDWIN R. MATTHEWS
Attorney for Defendant

TAX COURT OF NEW JERSEY
COUNTY: Essex
DOCKET NO. 007535-2025

VENA, JOSEPH & TANYA

Plaintiff(s),

v

WEST ORANGE

Defendant(s).

CIVIL ACTION
JUDGMENT

The parties having agreed upon a settlement, the assessment shall be as set forth below:

Block: 168.14
Lot: 5
Street Address: 34 Stone Drive
Year: 2025

TAX COURT JUDGMENT

Land: \$345,000.00
Improvements: \$635,000.00
Total: \$980,000.00

The parties having agreed that there has been no change in value or municipal-wide revaluation or reassessment adopted for the tax year(s) 2026 (Freeze Act year(s)), the provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall be applicable to the assessment on the property referred to herein for said Freeze Act year(s). No Freeze Act year shall be the basis for application of the Freeze Act for any subsequent year.

/s/ Jeffrey T. Gallus, Clerk/Administrator
Tax Court of New Jersey

Entered: 12/19/2025

Plaintiff(s) Attorney: Jennifer R Jacobus Esq
Defendant(s) Attorney: Edwin R Matthews Esq

Jennifer R. Jacobus, Esq. #006762000
JACOBUS & ASSOCIATES, LLC
201 Littleton Road, Suite 100
Morris Plains, New Jersey 07950
P: (973) 535-3032
F: (973) 741-2370

TAX COURT OF NEW JERSEY
DOCKET NO.: 007535-2025

VENA, JOSEPH & TANYA

Plaintiff,

Civil Action

vs.

STIPULATION OF SETTLEMENT
(Without Affidavit)

TOWNSHIP OF WEST ORANGE

Defendant.

I. It is hereby stipulated and agreed that the assessment of the following property be adjusted
and a judgment entered as follows:

BLOCK: 168.14

LOT: 5

STREET ADDRESS: 34 Stone Drive

Year: 2025	ORIGINAL ASSESSMENT	COUNTY BOARD JUDGMENT	TAX COURT JUDGMENT
LAND	\$345,000	N/A	\$345,000
IMPROVEMENTS	\$660,200		\$635,000
TOTAL	\$1,005,200		\$980,000

2. The undersigned have made such examination of the value and proper assessment of the property(ies) and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property(ies) they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The assessor to the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

3. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property(ies) consistent with assessing practices generally applicable in the taxing district as required by law.

4. All refunds as a result of the settlement set forth herein shall be paid by refund check, made payable to: 'Jennifer R. Jacobus, Esq., Attorney for VENA, JOSEPH & TANYA', and forwarded to Jennifer R. Jacobus, Esq. 201 Littleton Road, Suite 100, Morris Plains, NJ 07950 within sixty (60) days of the date of the Judgment.

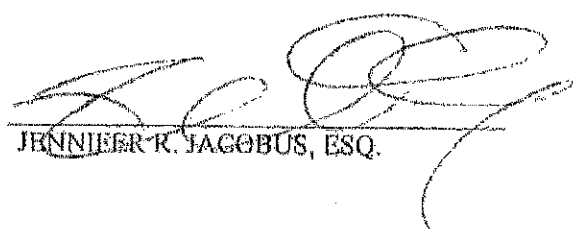
5. The parties agree that there has been no change in value or municipal-wide revaluation or reassessment adopted for the tax year 2026, and therefore agree that the provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall be applicable to tax year 2026 and a final disposition of this case and the entire controversy and of any actions pending or hereafter instituted by the parties concerning the assessment on the property(ies) referred to herein for said Freeze Act year with 2025 being the base year. No Freeze Act year(s) shall be the basis for application of the Freeze Act for any subsequent year(s).

6. Statutory interest pursuant to N.J.S.A. 54:3-27.2 is waived by the taxpayer and shall not be paid on the condition the refund is received pursuant to Paragraph 4 hereof within 60 days from the date of the entry of the Judgment.

7. The provisions of paragraph 4 and 6 shall survive Judgment even if not included on the Judgment issued by the Tax Court of New Jersey.

8. All counterclaims will be withdrawn as part of this settlement.

JACOBUS & ASSOCIATES, LLC
Attorneys for Plaintiff,

BY: 

JENNIFER R. JACOBUS, ESQ.

DATED: 11-21-25

DEFENDANT

BY: 

Edwin R. Matthews, Esq.

DATED: 11/21/25

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO AN
OVERBILL OF TAXES ON THE PROPERTY**

WHEREAS, certain West Orange property owners have been overbilled for the year of 2025, due to assessed values changes as a result of the townwide revaluation and;

WHEREAS, such West Orange property owners have overpaid taxes for the year of 2025; and the property owners are entitled to refunds to the extent of such overpayment; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and the Treasurer of West Orange are hereby authorized, empowered and directed to refund the taxpayers on the attached list sums in full and final satisfaction of the overpayment of the 2025 taxes.

<u>Block</u>	<u>Lot</u>	<u>Name & Address</u>	<u>Amount</u>
23	33	Corelogic Centralized Refunds PO Box 9202 Coppell, TX 75019	\$ 883.03
97	1	ClosePoint USA, LLC 275 East Main Street Somerville, NJ 08876	\$ 40,754.24
97	24.03	Bruce M. Feld 62 Tulip Avenue West Orange, NJ 07052	\$ 13,296.17
151	17.01	Orange Prospect, LLC 111 Prospect Avenue West Orange, NJ 07052	\$108,015.00
152.22	1412.07	Corelogic Centralized Refunds PO Box 9202 Coppell, TX 75019	\$13,382.41
161.05	1	Harriet Liroff 187 Hill Drive South Orange, NJ 07079	\$ 740.93
165.02	1.01	Corelogic Centralized Refunds PO Box 9202	\$ 285.50

Coppell, TX 75019

166.15	11.04 C0209	Epstein Family 209 Metzger Prop Trust 209 Metzger Drive West Orange, NJ 07052	\$ 1,434.63
166.15	11.04 C0311	Ina Mae Kirsch 311 Metzger Drive West Orange, NJ 07052	\$ 724.83
166.15	11.04 C0401	Warren & Maxie Eisenberg 401 Metzger Drive West Orange, NJ 07052	\$10,790.30
166.15	11.04 C0407	Ethel & Joel Sharenow 407 Metzger Drive West Orange, NJ 07052	\$ 2,928.83
166.15	11.04 C0413	Martin & Helene Myers 413 Metzger Drive West Orange, NJ 07052	\$ 6,038.84

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

Council President

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

John Ditinyak,
Chief Financial Officer

Adopted: January 6, 2025

**RESOLUTION APPOINTING LOUIS ULRICH AS DIRECTOR
OF THE DEPARTMENT OF PUBLIC WORKS**

WHEREAS, N.J.S.A. 40A:9-154.6(g) requires that the governing body shall appoint a principal public works manager for that municipality; and

WHEREAS, the Township of West Orange has a need for a director of the department of public works; and

WHEREAS, pursuant to § 2-2.2 of the Township of West Orange Municipal Code, the Mayor shall appoint the Director of each Department;

WHEREAS, since November 1, 2025, and due to retirement, the position of Director of Department of Public Works has been vacant; and

WHEREAS, the Township has previously budgeted for the Director of the Department of Public Works; and

WHEREAS, the Mayor is hereby appointing Louis Ulrich to serve as the Director of the Department of Public Works pursuant to § 2-2.2 of the Township Code;

NOW THEREFORE BE IT RESOLVED, by the West Orange Township Council that Louis Ulrich is hereby appointed as the Township Director of Department of Public Works effective January 26, 2026; and

BE IT FURTHER RESOLVED, that Louis Ulrich be compensated in accordance with the Township's approved budget and Salary Ordinance.

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

Susan Scarpa
Council President

Adopted: January 6, 2026

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

John C. Ditinyak, Chief Financial Officer

TOWNSHIP OF WEST ORANGE

EMPLOYMENT AGREEMENT

THIS AGREEMENT, effective on **January 26, 2026** is made by and between the **TOWNSHIP OF WEST ORANGE ("Township")** having municipal offices located at 66 Main Street, West Orange, New Jersey 07052 and **Louis Ulrich** (hereinafter called "Employee"),

WITNESSETH

WHEREAS, the Township is desirous of employing the Employee; and

WHEREAS, the Township is desirous of filling the open position of Director of Public Works; and

WHEREAS, the Township is desirous of creating, by Ordinance, the position of Director of Public Works; and

WHEREAS, the Township has considered and determined that Employee is competent and qualified to perform the duties assigned to the position of Director of Public Works; and

WHEREAS, the employment of Employee to serve as Director of Public Works is necessary for the efficient operation of the Township;

NOW, THEREFORE, it is agreed by and between the parties hereto, as follows:

1. **APPOINTMENT AND EMPLOYMENT**

Upon the consent of the Township Council for the Township, Employee is designated as the Director of Public Works; subject to the terms and conditions of this Agreement.

2. **ACCEPTANCE/EMPLOYEE MANUAL**

Employee accepts the appointment and agrees to perform the duties and obligations set forth in this agreement and any and all governing statutes, provisions of the municipal code for the Township, and any additional administrative and managerial duties which may be imposed by the Mayor for the Township from time to time. Employee hereby accepts and agrees to comply with all terms and provisions of the Township Employee Policy and Procedures Manual and any other written directive or memoranda issued from time to time.

3. **TERM**

It is hereby agreed that the employment term of Employee by the Township as Director of Public Works shall be for a period commencing on January 26, 2026 and ending December 31, 2029.

4. **SALARY**

Employee's annual salary as Director of Public Works is \$159,890.00 (Tier J) payable in weekly or bi-weekly increments as determined by the Township in its sole discretion ("Salary").

On a bi-weekly basis, the Township will fund a Pensionable deferred compensation salary bi-weekly contribution to a 457-Deferred Compensation account designated by Employee in an amount equal to 10.50% of his base salary.

5. **DUTIES**

Employee's responsibilities shall be consistent with those set forth in the applicable statutes, the Municipal Code for the Township, and any additional duties and responsibilities as directed by the Mayor. The goals and objectives set forth on Schedule "A" annexed hereto are incorporated herein by reference.

6. **WORK HOURS**

The regular work schedule shall be a minimum of eight (8) hours per day with an hour for lunch. In addition, Employee may be required to attend meetings of the Township Council and committee meetings and agency meetings as required by the Mayor for the Township. There shall be no additional compensation paid by the Township for any additional hours worked as required to accomplish the duties and responsibilities of Director of Public Works. Any compensation by any other party shall be approved in advance in writing by the Township.

7. **FULL TIME**

During the term of this agreement, Employee agrees that he/she shall devote his/her full time and attention to the performance of his/her duties. He/she may accept part-time employment, provided that there is no Township business which would otherwise require his/her presence or attention at those specific times and provided further, that a request for approval to do so shall first, be submitted to the Mayor in writing, which approval shall not be unreasonably withheld. In no event, shall any such employment be in conflict with the interests of the Township, nor shall it create the appearance of such a conflict. The prohibition extends to the holding of any professional or community offices, unless approved in writing in advance by the Mayor.

8. **BENEFITS**

Upon retirement, Employee shall be entitled to any accumulated sick and vacation days as well as any other benefits generally received by other Township employees as per the Township's policies. The Township further agrees to defend and indemnify Employee against any and all claims arising solely within the scope of his/her employment with the Township. The Township, at its sole discretion, shall determine all decisions regarding selection of counsel, strategy and other aspects of these benefits including but not limited to indemnification.

9. **VACATION DAYS**

Employee shall be entitled to receive twenty (20) vacation days per year which shall be used in accordance with Township Policy. Employee shall receive four (4) personal days at the same level as all other Township employees. Employee shall also receive the same time off for holidays as all other Township employees.

10. **SICK TIME**

Employee shall be entitled to fifteen (15) paid sick days each year as per Township policy. At any time, the Township may require him/her to submit to an independent medical examination for the purpose of verifying the nature and extent of any sickness, illness or condition.

11. **PERFORMANCE EVALUATION**

The Township reserves the right to conduct a performance evaluation periodically. Both parties agree that the renewal of this Agreement is at the sole discretion of the Township Council.

12. **EXPENSES**

The Township shall reimburse Employee for reasonable and occasional expenses incurred in connection with the duties of Director of Public Works provided that such expenses are approved by the Mayor. Any reimbursement for mileage shall be strictly in accordance with the Internal Revenue Service Guidelines. No travel more than fifty (50) miles from the Municipal Building at 66 Main Street, West Orange, New Jersey shall be permitted unless approved in advance in writing by the Mayor or his designee. Any expense reimbursement must be sought within thirty (30) days of its incurrence or be forfeited. Any expense reimbursement request must be accompanied by full and complete documentation, in the Township's sole discretion, accompanied by a certification that the travel was solely for the Township's purposes.

13. **REMOVAL/TERMINATION OF AGREEMENT**

The following provisions shall govern the termination of this Agreement:

a. **Death.** This Agreement shall terminate immediately upon the death of Employee. In such event, Township shall pay to Employee's surviving spouse or estate (i) the portion of Salary earned through the date of death; and (ii) business expenses, if any, advanced by Employee but not yet reimbursed, pursuant to the policy of Township.

b. **Disability.** This Agreement shall terminate upon the good faith determination by Township, after consultation with a physician selected by Township, that Employee has incurred a "permanent and total disability," as such term is defined in Section 22(e)(3) of the Internal Revenue Code of 1986, as amended. In such event, Township shall pay to Employee (or his spouse or estate, if appropriate) (i) the portion of his Salary earned through the date of the determination of permanent and total disability; and (ii) business expenses, if any, advanced by Employee but not yet reimbursed, pursuant to policy of Township.

c. **Termination for Cause** Notwithstanding anything in the contrary contained herein, Township may discharge Employee at any time, without notice, for (i) Employee's negligent conduct or willful misconduct in connection with the performance of the Services, including but not limited to dishonesty, embezzlement or misappropriation of funds, (ii) Employee being convicted of a felony (whether or not related to the performance of the Services), (iii) any

violation of any express direction or any reasonable rule or regulation established by Township from time to time regarding the conduct of the Business which is not cured within thirty (30) days following the receipt by Township of a written notice with respect thereto, or (iv) any violation by Employee of the terms and conditions of this Agreement which is not cured within thirty (30) days following the receipt by Employee of a written notice with respect thereto (collectively, "Cause"). In such event, Township shall pay Employee (i) the portion of his Salary earned through the date of termination of this Agreement; and (ii) reimbursable expenses, if any, advanced by Employee but not yet reimbursed, pursuant to policy of Township.

d. Voluntary Termination by Employee. If Employee voluntarily terminates this Agreement, Township shall pay Employee (i) the portion of his Salary earned through the date of termination; and (ii) business expenses, if any, advanced by him but not yet reimbursed, pursuant to policy of Township.

14. **BOOKS AND RECORDS/CONFIDENTIAL INFORMATION**

At the termination of this agreement, Employee shall turn over to the Township all books, records and other property that may belong to the Township and be in his/her custody and possession. All books and records maintained during the course of employment are the sole property of Township and shall be maintained at the Township's place of business.

a. Employee acknowledges that Township currently has and may subsequently develop certain confidential information, including without limitation employee records, personnel information, HIPAA protected information, investigative files and information, and any other materials or data of any kind that have been or may be furnished to Employee by Township or developed by Employee on behalf of Township or at Township's direction or for Township's use or otherwise in connection with Employee's employment hereunder, whether written or oral, tangible or intangible, electronic or verbal, whether machine readable or otherwise, which Township holds confidential and that is not disclosed to and is not generally known by the public (collectively, the "Confidential Information").

b. Employee acknowledges that, while Employee is employed by Township, Employee may have access to such Confidential Information and agrees that all Confidential Information that Employee previously obtained while employed by Township, and that Employee may obtain, acquire or have access to, both during and after any expiration or termination of Employee's employment, and for all purposes, shall be regarded and maintained by Employee in the strictest confidence, and shall not be disclosed, communicated or divulged, directly or indirectly, to any unauthorized person without the prior written consent of Township, except as may otherwise be required by law. Employee agrees that all written materials and documents constituting Confidential Information are and shall remain the sole property of Township. Upon any expiration or termination of Employee's employment with the Township for any reason whatsoever, or at such other time as may be requested by Township, Employee shall immediately return all such materials and all copies thereof in Employee's possession or under Employee's control to Township.

c. In the event of a breach or threatened breach by Employee of this agreement, Township shall be entitled to injunctive relief restraining and prohibiting Employee from utilizing or disclosing, in whole or in part, such material, or from rendering any service to any person, firm, corporation, association, or other entity to which such material might be divulged, without the necessity of posting any bond. Nothing herein shall be construed as prohibiting Township from pursuing any other remedies available to it for such breach or threatened breach,

including the recovery of damages from Employee, and an equitable accounting of all earnings, profits and other benefits arising from such violation, which rights shall be cumulative and in addition to any other rights or remedies to which Township may be entitled.

15. **PRIOR AGREEMENTS**

Employee represents to Township (a) that there are no restrictions, agreements or understandings whatsoever to which Employee is a party which would prevent or make unlawful Employee's execution of this Agreement or Employee's employment hereunder (b) that Employee's execution of this Agreement and Employee's employment hereunder shall not constitute a breach of any contract, agreement or understanding, oral or written, to which Employee is a party or by which Employee is bound and (c) that Employee is free and able to execute this Agreement and fully understands all the terms and conditions contained herein.

16. **MISCELLANEOUS**

a. Neither the failure nor any delay on the part of Township to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

b. Controlling Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of New Jersey, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary, and without the aid of any canon, custom or rule of law requiring construction against the draftsman.

c. Waiver of Right To Jury. Employee waives the right to trial by jury to the fullest extent provided by law.

d. Notices. All notices hereunder shall be sufficiently given for all purposes hereunder if in writing and delivered personally, sent by documented overnight delivery service or, to the extent receipt is confirmed, telecopy, telefax or other electronic transmission service to the appropriate address or number as set forth below:

If to the Company:

Township of West Orange
66 Main Street
West Orange, NJ 07052
Attention: Municipal Clerk

If to Employee:

To the address specified for Employee in the Company's records.

Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

e. Binding Nature of Agreement. This Agreement shall be binding upon and inure to the benefit of Township and its successors, assigns and legal representatives, and Employee and Employee's heirs, permitted assigns and legal representatives.

f. Provisions Separable. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

g. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

h. Paragraph Headings. The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

i. Modifications. This Agreement may not be modified or amended orally but only by written agreement signed by Township and Employee.

j. No Assignment by Employee. Employee acknowledges that the services to be rendered by Employee are unique and personal. Accordingly, Employee may not assign or delegate any of his rights or obligations hereunder without the prior written consent of Township.

k. Counterparts. This Agreement may be executed and delivered by facsimile in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

WITNESS:

ATTEST:

KAREN CARNEVALE
Township Clerk

LOUIS ULRICH

TOWNSHIP OF WEST ORANGE

By: _____
SUSAN McCARTNEY
Mayor

**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. Subsection 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.

Residence Address	No. of Spaces	Location
127 Ashland Avenue White Street extending 20	1	Beginning 92 feet north of the northerly curb line of extended, and feet north.
5 Swaine Place	1	Beginning 179 feet west of the westerly curb line of Kingsley Street, and extending 20 feet west.
75 Nestro Road east.	1	Beginning 69 feet east of the easterly curb line of Midro Way, extended and extending 20 feet

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

Section 3. 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

COUNCIL PRESIDENT

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

INTRODUCED: January 6, 2026

ADOPTED: January 28, 2026

LEGISLATIVE HISTORY

Restricted Parking Stalls will be established in front of 127 Ashland Avenue, 5 Swaine Place, and 75 Nestro Road for the exclusive use of the residents who are in possession of a NJMVC Disability ID and Parking Placard. These Stalls were requested by the residents of each location and are permissible under NJ Statutes Annotated (N.J.S.A.) 39:4-197.7. Parking is permitted in the restricted parking zone except when prohibited by other sections of Chapter 7 of the Revised General Ordinances of the Township of West Orange.

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-10.1 STOPPING OR STANDING PROHIBITED DURING CERTAIN HOURS ON CERTAIN STREETS, AND 7-14.3 PARKING TIME LIMITED 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 7-10.1 Stopping or Standing Prohibited During Certain Hours on Certain Streets 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>Hours</u>	<u>Locations</u>
Washington Street	South	All	<i>Beginning at the P.I. formed by the easterly curb line of Watchung Avenue and the southerly curb line of Washington Street and extending 115 feet easterly.</i>

Section 2. Subsection 7-14.3 Parking Time Limited 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*):

<u>Name of Street</u>	<u>Side</u>	<u>Time Limit</u>	<u>Hours</u>	<u>Days</u>	<u>Locations</u>
Washington Street	South	15 minutes	5AM-8PM	All	Beginning 57 feet east of the easterly curb line of Watchung Avenue extended and extending 60 feet.

Section 3. 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 the Ordinance are severable.

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

Section 5. This Ordinance will take effect upon final passage, publication in accordance with law and the approval of the Essex County Board of Commissioners since Washington Street is a County Road.

SUSAN McCARTNEY, MAYOR

, COUNCIL PRESIDENT

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

**INTRODUCED: January 6, 2026
ADOPTED: January 28, 2026**

LEGISLATIVE HISTORY

This Ordinance, which amends the Traffic Regulations of the Township, amends the Parking Regulations for Washington Street, east of Watchung Avenue, to create a 15-minute parking zone for the business located at 208 Watchung Avenue. This action is in response to a request for more turnover in the available spaces in the area, which on Watchung Avenue tend to be taken by nearby residents or business patrons who park all day. The time limited parking in this area will be in effect daily from 5:00 AM to 8:00 PM. There is no overnight parking in this area between 2 A.M. and 5 A.M. The Parking Regulations for Washington Street west of Watchung Avenue were previously updated in 2024.

AN EQUAL OPPORTUNITY EMPLOYER
www.westorange.org