

1. Conference Agenda

Documents:

[CA 1.20.26.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 1.20.26.PDF](#)

3. Resolution(S)

3.I. 3-26 REMOVED FROM AGENDA

3.II. 4-26 REMOVED FROM AGENDA

3.III. 17-26 REMOVED FROM AGENDA

3.IV. 18-25

Documents:

[18-26 RAFFLE LICENSES 1.20.26.PDF](#)

3.V. 19-26

Documents:

[19-26 RESOLUTION NJDOT FHWA \(SRTS\) FY 2024.PDF](#)

[19-26 FEDERAL AID COST REIMBURSEMENT AGREEMENT-2024.PDF](#)

3.VI. 20-26

Documents:

[20-26 RESOLUTION GREGORY AVENUE-DELINEATOR
IMPROVEMENTS.PDF](#)

[20-26 MOU ESSEX_WO DELINEATORS.PDF](#)

[20-26 INDEMNITY AND HOLD HARMLESS AGREEMENT.PDF](#)

3.VII. 21-26

Documents:

[21-26 RESOLUTION PVW FLASHING BEACONS.PDF](#)

[21-26 MOU ESSEX_WO RRFB PVW.PDF](#)

[21-26 INDEMNITY AND HOLD HARMLESS AGREEMENT.PDF](#)

3.VIII. 22-26

Documents:

[22-26 RESOLUTION - AWARD OF CONTRACT OSPAC SITE
IMPROVEMENTS.PDF](#)

[22-26 BID TAB -OSPAC SITE IMPROVEMENTS.PDF](#)

3.IX. 23-26

Documents:

[23-26 RESOLUTION MA 2026 2026-01-07 \(RM EDITS\).PDF](#)

3.X. 24-26

Documents:

[24-26 EXECUTIVE SESSION.PDF](#)

3.XI. 25-26

Documents:

[25-26 OVERPAYMENT REFUND.PDF](#)

3.XII. 26-26

Documents:

[26-26 APPOINTMENT OF SPECIAL COUNSEL - REVISED 1.20.26.PDF](#)

[26-26 PROF. SERVICES AGREEMENT - SPECIAL COUNSEL.PDF](#)

3.XIII. 27-26

Documents:

[27-26 AUTH. AN EXTENSION OF BID CONTRACT TO STERLING
SECURITIES-MUNICIPAL BLDG..PDF](#)

[27-26 AGREEMENT 2026.PDF](#)

3.XIV. 28-26

Documents:

[28-26 WO NJDEP GREEN ACRES SUPPLEMENTAL FUNDING
RESOLUTION.PDF](#)

3.XV. 29-26

Documents:

[29-26 REFUND FOR TAX EXEMPT VETERAN.PDF](#)

3.XVI. 30-26

Documents:

[30-26 RESOLUTION - DEBT MANAGEMENT PLAN.PDF](#)

[30-26 ATTACHMENT - CY 2026 DEBT PLAN.PDF](#)

[30-26 CY 2026 DEBT PRESENTATION PLAN.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2947-26

Documents:

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

4.II. 2948-26

Documents:

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

5. Ordinance(S) On First Reading

5.I. 2949-26

Documents:

[2949-26 ORDINANCE - NO OVERNIGHT PARKING - TWP. DOG PARK.PDF](#)

5.II. 2950-26

Documents:

[2950-26 ORDINANCE HC SPACES ADD 148 CHESTNUT RESCIND 160 SO VALLEY.PDF](#)

5.III. 2951-26

Documents:

[2951-26 ORDINANCE KENZ TERR SNOW AND OVERNIGHT PARKING 011326.PDF](#)

5.IV. 2952-26

Documents:

[2952-26 CAPITAL-\(NJDOT GRANT\) - PRELIMINARY ENG. EXPENSES-GREGORY - LOWELL AVE SCHOOL PROJECT.PDF](#)

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, January 20, 2026
Meeting No. 2

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

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6:30 P.M.

- **Recognition:** W.O.H.S Boys Soccer Team – NJSIAA Group 4 State Champions with Senior Captain Marcus Jackson named National Player of the Year

- **Council Consensus Appointments**

Economic Development Commission – (Roz Moskowitz)

Rent Leveling Board (Jennel Jerome)

Older Adult Advisory Board (Elmire Pecora & Rachael Hersey)

Citizen Budget Advisory Board (Ron Charles)

- **Public Meeting – 7:00 p.m.**

REVISED

PUBLIC MEETING AGENDA

Township of West Orange

66 Main Street – 7:00 p.m.

Tuesday, January 20, 2026-Meeting No. 2

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 – Public Meeting January 6, 2026**
- 4. *Report of Township Officers – None**
- 5. *Reading of Petitions and Communications and Bids**
 - S. Valley Rd, Union St, Nassau St, and Wheatland Ave Improvement Project
- 6. *Bill List-None**
- 7. *Resolutions**
 - a. 3-26 REMOVED**
 - b. 4-26 REMOVED**
 - r. 17-26 REMOVED**
 - c. 18-25 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)**

- d. **19-26** Resolution of the Township Council of the Township of West Orange, County of Essex, State Of New Jersey Authorizing the Mayor and Clerk to Execute a Federal Aid Agreement with the NJDOT (Carballo)
- e. **20-26** Resolution Endorsing the Request by the Township to Essex County to Install 40-50 Delineators on Gregory Avenue Lawrence Avenue to Walker Road to Improve Pedestrian and Student Safety (Carballo)
- f. **21-26** Resolution Endorsing the Request by the Township to Essex County to Install two (2) New Rapid Flashing Beacons on Pleasant Valley Way between the Intersections of Stanford Avenue and Alisa Drive to Improve Pedestrian and Student Safety (Carballo)
- g. **22-26** Resolution Authorizing a Contract for the Site Improvements at Oskar Schindler Performing Arts Center to ZN Construction, LLC, 185 East 54th Street, Elmwood Park, New Jersey, in the Amount NTE \$1,016,526.00. (Carballo)
- i. **23-26** 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 MA 2026, Kirk Street, Virginia Avenue, Winfield Street and Grant Terrace Improvement Project in an Amount NTE \$27,622.00. (Carballo)
- j. **24-26** Resolution Authorizing an Executive Session for the Purpose of Discussing Personnel Specifically the Contracts of Chief Matthew Feula and Deputy Chief Kevin Dalgauer
- k. **25-26** Resolution Authorizing the Collector of Taxes to Refund Overpayment of Taxes to the Listed Taxpayer (K. Longo)
- l. **26-26** Resolution Authorizing a Professional Service Agreement with Deena B. Rosendahl, Esq., Giacobbe, Alfieri, Jacobs, LLC, 169 Ramapo Valley Rd., Upper-Level Suite 105, Oakland, NJ 07436 at a Rate of \$185.00 Per Hour, NTE \$7,500.00 (Semeraro)
- m. **27-26** Resolution Authorizing the Extension of the Bid Contract for Armed/Unarmed Security Officers for the Township of West Orange Municipal Building, to Sterling Securities, LLC, 155 Pompton Ave., Verona, NJ 07044, at the Rate Specified in the Agreement (P. Reynolds)
- n. **28-26** State Of New Jersey - Department of Environmental Protection Green Acres Program Enabling Resolution for Supplemental Funding Request (Millennium)
- o. **29-26** Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to a Veteran Exemption (K. Longo)
- p. **30-26** Resolution Approving a Debt Management Policy that Shall Serve to Guide Decisions and Actions of the Township of West Orange's Existing and Future Debt Related Activities (Ditinyak)

8. Ordinances on Second and Final 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.**

9. Ordinances on First Reading

- a. **2949-26** An Ordinance Amending and Supplementing Chapter 7, Traffic, Article 2 Subsection 7-37.1 Regulation for the Movement and Parking on Municipal and Board of Education Property of the Revised General Ordinances of the Township of West Orange (Carballo) **This Ordinance amends Chapter 7-37.1, the Regulation for the Movement and Parking of Traffic on Municipal and Board of Education Property, to add new sections to the ordinance regulating overnight parking by residents in Non-Metered or Non-Permitted Municipal Properties. Additionally, this ordinance will prohibit parking when snow covered, to facilitate plowing operations. Specifically, this amendment targets use of the Township's Dog Park parking lot but can be tailored for future regulation of additional Municipal Properties.**
- b. **2950-24** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-32.2 Restricted Parking Zones of the Revised General Ordinances of the Township of West Orange (Carballo) **A Restricted Parking Stall will be established in front of 148 Chestnut Street for the exclusive use of the resident who is in possession of a NJMVC Disability ID and Parking Placard. This Stall was requested by the resident and is 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. Additionally, a Restricted Parking Stall at 160 South Valley Road will be eliminated at the request of the family of the permittee as it is no longer needed.**
- c. **2951-26** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsections 7-7.3 Temporary Parking Prohibition for Snow Plowing and Removal, and 7-14.1c Night Parking Restricted, of the Revised General Ordinances of the Township of West Orange (Carballo) **This Ordinance creates an opportunity for overnight parking on Kenz Terrace, where residents have requested on-street parking in addition to their private driveways. In addition, the ordinance requires the residents to move those vehicles as needed for the purpose of snow plowing.**
- d. **2952-26** Capital Ordinance Providing For The Cost Of Preliminary Engineering Expenses In Connection With The Gregory Avenue And Lowell Avenue Safe Routes To School Project, By And In The Township Of West Orange, In The County Of Essex, State Of New Jersey; Appropriating \$387,047.59 Therefor To Pay For The Cost Thereof (Which Amount Will Be Funded By A Grant In The Amount Of \$387,047.59 Received Or Expected To Be Received From The New Jersey Department Of Transportation) (Wilentz-E. Johnson)

10. Pending Matters/New Matters/Council Discussion

- Discussion: Stop Sign Ordinance

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/87049673585?pwd=04GV4ge0ziulQmcd1n8t91TyNH9MD9.1>

Webinar ID: 870 4967 3585

Passcode: 653693

Public Comment – In Person Only

Next Meeting Date(s): Tuesday, February 10, 2026

The agenda is subject to change.

RESOLUTION

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

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

Organization	<u>Type of Event/Date</u>	<u>Place</u>	<u>RL No.</u>
W.O.Mountaineer Cheer	1.23.26 Tricky Tray	51 Conforti Ave	7938
SHP Fathers Club	4.25.26 Casino Night	120 Northfield Ave.	7940
SHP Fathers Club	4.25.26 Tricky Tray	120 Northfield Ave.	7941
SHP Fathers Club	4.25.26 On Premise 50/50	120 Northfield Ave.	7942
Parents Association of the Montclair Kimberley Academy, Inc.	4.17.26 Off Premise 50/50	466 Prospect Ave.	7943

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

Susan Scarpa
Council President

Adopted: January 20, 2026

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

WHEREAS, the Federal Highway Administration (FHWA) authorized funding up to an amount of \$387,047.59 for preliminary Engineering Activities for the FY 2024 Safe Routes to Schools (SRTS) Project and;

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

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

WHEREAS, it is necessary for the Township to enter a design contract between the Township of West Orange and STV Incorporated for the Preliminary Engineering (PE) Activities; and

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

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

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

BE IT FURTHER RESOLVED, that the NJDOT will receive an initial billing (payment voucher) from the Township for the design project no later than 3 months after the NJDOT has

concurred in the award of the construction contract, and will receive subsequent billings in accordance with the terms of the agreement.

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

Susan Scarpa, Council President

Adopted: January 20, 2026

**FEDERAL AID AGREEMENT**Agreement No.: 2026-DT-DLA-501

Contract ID: _____

Local Public Agency (LPA)/Subrecipient: West Orange TownshipCFDA Name and Number: Highway Planning and Construction 20.205

LPA Unique Entity Identifier Number: _____

Contact Name and Phone Number: Deven Patel, 609-963-2008Project: Gregory Ave and Lowell Ave Safe Routes to School ProjectMunicipality: West Orange TownshipCounty: Essex

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

WITNESSETH

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

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

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

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

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

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Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**



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

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

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

1. Definitions

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

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

2. Description of Project – Scope of Work

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

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Division of Local Aid and Economic Development
Federal Aid Cost Reimbursement Agreement**



3. Agreement Contract Terms

- 3.1 The State hereby awards a grant of federal-aid funds, available on a reimbursement basis, in the amount of \$ 387,047.59 for the period of performance ("Project Fund"). Neither the State, FHWA, nor USDOT shall provide funding greater than this amount under this Agreement. The Subrecipient acknowledges that neither the State, FHWA nor USDOT are liable for payments that exceed this amount.
- 3.2 The Period of Performance for this award begins on the date of this Agreement and shall continue in effect until the Project is completed and all payment vouchers have been paid subject to Section 7 of this Agreement or until, based on inactivity as defined in Section 7.5.2 of this Agreement. The Project shall be completed by 04/30/2029, unless either terminated or extended by written authorization of the State. The Subrecipient shall not charge to the Project Fund costs that are incurred prior to and/or after the Period of Performance unless prior written consent is received from the State and the FHWA. Once the Period of Performance has concluded all obligations of the State, USDOT, and FHWA are terminated under this Agreement.
- 3.3 Subject to the following, this Agreement may be terminated by either party upon thirty (30) days written notice to the other party.
- 3.3.1 The State may, in its sole discretion, terminate this Agreement for cause and all of its obligations under this Agreement if any of the following occurs:
- 3.3.1.1 The Subrecipient fails to begin expenditure of award funds;
- 3.3.1.2 The Subrecipient fails to meet the conditions and obligations specified under this Agreement, including a material failure to comply with the Period of Performance in Section 3.2 of this Agreement even if it is beyond the reasonable control of the Subrecipient.
- 3.3.1.3 The State, USDOT, or FHWA, may terminate this Agreement for convenience if, in their sole discretion, they determine that termination of this Agreement is in the public interest. Costs incurred by the Subrecipient as a result of a termination for convenience by the State or FHWA may be included in the Subrecipient's claim for compensation.
- 3.3.1.4 The Subrecipient abandons the Project during any phase (planning, design, construction, etc.). The State may demand the return of all funds or the remaining funds, at its own discretion.
- 3.3.2 In the event the Subrecipient terminates the Agreement, the State in its discretion will determine compensation, if any, to be paid.
- 3.3.3 This Agreement terminates on Project Closeout.
- 3.4 Fund Liquidation, Adjustment, and Cancellation.

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Federal Aid Cost Reimbursement Agreement**



- 3.4.1 The Subrecipient shall liquidate all obligations under this award not later than 90 days after the Period of Performance that is listed in Section 3.2 of this Agreement.
- 3.4.2 Liquidation and adjustment of funds under this Agreement follow the requirements of 2 C.F.R. §§ 200.343–.345.
- 3.5 The Project shall not be sold, assigned or ownership transferred without the consent of the State. In the event the Project is sold to a non-public entity for a non-public use or any use inconsistent with the terms of this Agreement, this Agreement shall be deemed terminated and the State shall be reimbursed for all money paid.
- 3.6 The Subrecipient shall not proceed with any work on the Project (“Project Work”) for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all Project Costs incurred by the Subrecipient prior to the execution of this Agreement by all parties shall be non-participating by the NJDOT and the FHWA except as provided in Section 3.3 of this Agreement.
- 3.7 Subrecipient will ensure that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies including but not limited to the Standard Specifications.
- 3.8 Subrecipient shall solicit proposals for all Project Work in accordance with the Brooks Act of 1972 (40 U.S.C. Ch. 11), 2 C.F.R. §§ 200.317-.327, and all applicable federal and state laws, rules and regulations. All contracts entered into under this Agreement must contain the applicable provisions described in 2 C.F.R. Part 200, App. II—Contract Provisions for non-Federal Entity Contracts under Federal Awards. All design solicitations and construction bid solicitations by the Subrecipient must include the following language: "Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.3 et seq., and as such, contractors are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of language in New Jersey's Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.3 et seq. and N.J.S.A. 19:44A-20.25 et seq., will not adversely affect your consideration for award."

4. Plans and Specifications

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

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

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

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

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

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

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

5. Projects Eligible for Funding Under this Agreement

5.1 Right of Way Acquisition Projects

5.1.1 Subrecipient shall acquire Right of Way parcels in accordance with applicable federal and state requirements, including, but not limited to, 49 C.F.R. Part 24, 23 C.F.R. § 710.203, N.J.S.A. 20:4-1 to -22, the NJDOT Right of Way Acquisition Manual and the Standard Specifications.

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

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

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- 5.1.3.1 Cost of real property which shall be based on the actual purchase price of the parcel or easement, after negotiating a purchase agreement, or the just compensation amount as determined by a court, and
- 5.1.3.2 Associated direct costs of acquisition pursuant to 23 C.F.R. § 710.203, including appraisal fees, cost estimates, Right of Way plan preparation, title work, cost to acquire real property, cost of administrative settlements, relocations, and damages.
- 5.1.4 Any amount paid to the Subrecipient under this Agreement for a parcel or easement that is later declared to be in excess and sold, may be recovered by the State.

5.2 Design Projects

- 5.2.1 Subrecipient warrants that the engineering services shall be performed or approved by an engineer licensed by the State of New Jersey Board of Professional Engineers and Land Surveyors to practice in the State of New Jersey.
- 5.2.2 Subrecipient covenants that design work will comply with all applicable laws and other requirements of federal, state and local governmental bodies including applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the NJDOT Bicycle Compatible Roadway and Bikeways Planning and Design Guideline.
 - 5.2.2.1 Certain projects shall require the pre-approval of the State, prior to the design phase, as to the applicable standards that apply, as follows:
 - 5.2.2.1.1 Transportation projects other than roads and bridges,
 - 5.2.2.1.2 Projects that intersect State highways,
 - 5.2.2.1.3 Projects with railroad crossings within the project limits or 1000 feet outside the project limits, or
 - 5.2.2.1.4 Projects with railroad crossings outside the project limits where the project could impact traffic flow across the railroad crossing.
- 5.2.3 Subrecipient shall prepare, or have prepared any necessary environmental documents, engineering documents, plans, specifications and estimates for the Project as required by Section 5.2 of this Agreement.
- 5.2.4 The Subrecipient shall not proceed with any design work for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all Project Costs incurred by the Subrecipient prior to the execution of this Agreement by all parties shall be non-participating by the State and FHWA.

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- 5.2.5 Subrecipient shall submit to the State documentation of the consultant selection process or use of in-house forces and final negotiated consultant cost proposal. In order to use in-house staff for design work, Subrecipient must allow the State to review its project accounting systems and be cost-basis approved by the State.
- 5.2.6 If Subrecipient is not performing design work in-house, Subrecipient shall solicit proposals in accordance with Section 3.8 of this Agreement. Upon receipt of proposals from responsible design consultants, Subrecipient shall select professional services based upon qualifications and shall furnish the name of such consultant to the State for concurrence. Subrecipient agrees not to contract with any consultant to whom the State has made a reasonable and timely objection.
- 5.2.7 If the design consultant is to be retained for construction engineering purposes during the construction phase, contracts with design consultants shall include stipulations on retaining the designer for that purpose during which the negotiated cost of the construction engineering activity should be part of the construction contract.
- 5.2.8 Subrecipient or its consultant shall be required to submit a design schedule to the State which should include, at a minimum, the submission dates for Project plans and descriptions for NEPA determination, environmental screening, environmental permits/approvals, preliminary plans specifications, and estimate, and for the funding authorization request package.
- 5.2.9 Funds for design work shall be authorized by the State once the design authorization submission has been approved.
- 5.2.10 Subrecipient agrees that all pedestrian facilities shall be designed to provide safe and easy accessibility for all users. These facilities shall comply with the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, 49 C.F.R. Part 27, and the current version of the NJDOT Roadway Design Manual in effect at the time this Agreement is executed.
- 5.2.11 Subrecipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual, eligible costs and for no other purpose. Subrecipient agrees that it shall provide to the State, upon demand and at no cost to the State, such documentation as will enable the State to determine that the proceeds of the Project Fund have been applied solely to Project Costs.
- 5.2.12 When the Subrecipient considers the design work to be finally complete, Subrecipient shall request that the State's representative make a final review of the plans, specifications and estimate. If it is determined, after such review, that the design work has been completed in accordance with all applicable laws and requirements, Subrecipient shall submit a final invoice to the State and the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project design work.

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5.3 Construction Projects

- 5.3.1 Subrecipient shall complete or cause the completion of Project Work in accordance with the plans and specifications approved by the State.
- 5.3.2 Subrecipient covenants that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies. Subrecipient shall obtain all permits and licenses necessary to complete Project Work prior to federal authorization.
- 5.3.3 The Subrecipient shall not advertise the project until federal authorization for the Project is obtained and the State provides written authorization to proceed.
- 5.3.4 Subrecipient shall not proceed with any Project Work for which reimbursement shall be sought without the written authorization of the State.
- 5.3.5 Subrecipient shall solicit bids for Project Work in accordance with Section 3.8 of this Agreement. The Subrecipient shall advertise the project within sixty (60) days of the State's authorization of funds and must award the project within six months of authorization of funds. The Subrecipient shall comply with, and cause all bidders to comply with, the applicable Civil Rights and bidding provisions of the Standard Specifications, including, but not limited to, Sections 102.13.01 and 105.02.05. Upon receipt of bids from responsible contractors, Subrecipient shall select the contractor submitting the lowest responsive bid. Within thirty (30) days of the award of the contract, the Subrecipient shall submit:
 - 5.3.5.1 One copy of the summary of construction bids showing all bid quantities, unit prices, and amounts for the construction of pay items, and
 - 5.3.5.2 A fully executed and sealed resolution awarding the contract to the lowest responsible bidder, which shall be subject to the approval of the State.
 - 5.3.5.3 Once the State has received all of the information listed above, it shall notify Subrecipient in writing whether it has been approved. Subrecipient agrees not to contract with any contractor to whom the State has made a reasonable and timely objection.
- 5.3.6 Subrecipient shall submit to the State documentation of the consultant selection process or use of in-house forces and final negotiated consultant cost proposal. The use of in-house staff is permitted but is subject to the approval of the State. In order to use in-house staff for design work, Subrecipient must allow the State to review its project accounting systems and be cost-basis approved by the State.
- 5.3.7 If Subrecipient is not performing construction inspection work in-house, Subrecipient shall solicit proposals in accordance with Section 3.8 of this Agreement. Upon receipt of proposals from responsible consultants, Subrecipient shall select professional services based upon qualifications and shall furnish the

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name of such consultant to the State for concurrence. Subrecipient agrees not to contract with any consultant to whom the State has made a reasonable and timely objection.

- 5.3.8 Subrecipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual, eligible Project Costs and for no other purpose. Subrecipient agrees that it shall provide to the State, upon demand and at no cost to the State, such documentation as will enable the State to determine that the proceeds of the Project Fund have been applied solely to Project Costs.
- 5.3.9 Upon written request of the State, the Subrecipient shall cause its contractor to provide payment and performance bonds in an amount equal to 100% of the cost of the Project Work. A surety company satisfactory to the State and qualified to do business in the State of New Jersey shall execute such bonds. Copies of all bonds shall be delivered to the State upon request. Only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State shall furnish the surety bonds. Payment and performance bonds shall be part of the contract standard items. Performance and/or Payment bonds shall be billed to the State upon award of contract.
- 5.3.10 Foreign Materials And Equipment. Subrecipient agrees that it will comply and cause its contractor to comply with the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. No. 117-58, which includes the Build America, Buy America Act ("Buy America"), Pub. L. No. 117-58, §§ 70901-52 and implementing regulations, and § 106.03.2 of the current version the NJDOT Standard Specifications, which sets forth the federal requirements for the use of foreign materials and equipment on Federal-aid projects.
- 5.3.11 Subrecipient agrees that it shall cause its contractor to comply with Federal ADA requirements. All pedestrian facilities constructed or reconstructed shall provide safe and easy accessibility for all users. These facilities shall comply with the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973 and 49 C.F.R. Part 27 and the current version of the NJDOT Roadway Design Manual in effect at the time this Agreement is executed. Failure to comply may result in the loss of projects funds.
- 5.3.12 The Subrecipient agrees that it will ensure its contractors are aware of and are in compliance with 31 U.S.C. § 1352 prior to execution of any agreement in order to remain eligible for federal-aid funds.
- 5.3.13 When Subrecipient considers the Project to be finally complete, Subrecipient shall request that the State's representative make a final inspection of the Project. If it is determined, after such inspection, that the Project has been completed in accordance with the plans and specifications, Subrecipient shall prepare and submit to the State a certification that the final inspection has been made and the cost of the Project has actually been incurred in accordance with the provisions of the

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Agreement. Upon receipt, the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project. The State will monitor maintenance of completed Project by the Subrecipient. Failure to maintain Project will result in the withholding of funds payable to the Subrecipient on other State funded programs.

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

6. Insurance

- 6.1 Subrecipient shall maintain or cause to be maintained:

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- 6.1.1 General Comprehensive Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit plus \$1,000,000.00 in an umbrella policy. This insurance shall specifically provide for coverage of the State as an additional insured and shall provide for coverage at least as broad as the standard, basic un-amended commercial general liability policy and shall be endorsed to include broad form contractual liability coverage, independent contractor's coverage and completed operations coverage.
 - 6.1.2 Comprehensive Automobile Liability Insurance in the minimum amount of \$1,000,000.00.
 - 6.1.3 Workers Compensation Insurance in the amount required by law.
 - 6.2 A copy of each insurance policy shall be made available to the State upon request.
 - 6.3 Subrecipient shall cause to be maintained Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect against liabilities arising out of professional obligations performed pursuant to the requirements of this Agreement. This insurance shall be in the minimum amount of \$1,000,000.00.
 - 6.4 Subrecipient expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the obligations assumed by Subrecipient pursuant to this Agreement and shall not be construed to relieve Subrecipient of liability in excess of such coverage, nor shall it preclude the State from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- 7. Disbursement of Project Fund**
- 7.1 It is agreed that any and all Project Costs incurred by the Subrecipient prior to the execution of this Agreement by all parties shall be non-participating by the State and FHWA.
 - 7.2 The State shall disburse monies from the Project Fund to Subrecipient in order to reimburse actual, eligible costs associated with Project Work in accordance with the terms and conditions of this Agreement. Only those costs specifically enumerated in the Project Scope of Work and Cost Estimate are eligible for reimbursement. Nothing contained herein shall impose upon the State any obligation to ensure the proper application of the monies paid to Subrecipient from the Project Fund. Furthermore, nothing contained herein shall impose any obligation upon the State to pay to Subrecipient any monies in excess of the Project Fund. The Subrecipient shall reimburse its consultants/contractors for allowable expenses after the receipt of properly prepared payment vouchers as outlined in Section 7.5 of this Agreement. All monies shall be subject to appropriations and availability of funds.
 - 7.3 The Agreement may be adjusted and/or modified unilaterally by the State to reflect the Project Costs in accordance with 23 C.F.R. § 630.106.

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

7.5 Payment Vouchers

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

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

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

7.6 Partial Payments

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

7.6.2 Subrecipient may submit payment vouchers totaling up the amount equivalent to full payment for Project Work completed within the billing time period. Full payment will be made less non participating costs and or mathematical errors; up to 90% of the budget amount authorized. The remaining 10% will be withheld, until such time the project has been deemed satisfactorily complete. At the sole discretion of the NJDOT, projects with high dollar values may receive a portion of the 10% withholding, provided the Subrecipient has not had any documented problems with the oversight and delivery of a project.

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

7.7 Consultants and Contractors

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

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

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- 7.7.3 Subrecipient will be paid the actual, eligible costs for the Project Work of each contractor and consultant. The actual, eligible costs shall be considered full compensation for all costs incurred by the Subrecipient relative to the Project Work performed by each contractor and consultant. Payment of the actual, eligible costs shall be made on monthly or quarterly payment vouchers submitted by the Subrecipient based upon the percentage of the contracted Project Work completed as shown in the Subrecipient's monthly progress reports.
- 7.7.4 Subrecipient shall require its contractors and consultants to comply with the applicable cost principles set forth in this Section and the requirements of Section 12 of this Agreement by placing equivalent provisions in their contracts.
- 7.7.5 Subrecipient shall require all subcontracting be performed in accordance with the 23 C.F.R. § 635.116 and the Standard Specifications, including, but not limited to, § 108.01.

8. Conflict of Interest

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

9. Liquidated Damages

- 9.1 Liquidated damages must be specified for all federally funded projects. Liquidated Damages are defined as the daily amount set forth in the contract to be deducted from the contract price to cover damages to the State and the Subrecipient as a result of the

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contractor's failure to complete Project Work within the specified Contract Time. The amount of liquidated damages set forth in all contracts pursuant to this Agreement shall take into account the Subrecipient's estimated costs incurred as well as Road User Costs. Liquidated damages must be assessed by the Subrecipient in accordance with the Standard Specifications. Failure to assess liquidated damages by the Subrecipient in accordance with the Standard Specifications, contract bid documents, and federal requirements may result in the loss of federal participation of funds.

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

10. Audit Requirements

- 10.1 The Subrecipient shall provide the State with a fiscal year, organization-wide audit that has been conducted in accordance with the requirements of OMB "Supercircular" 2 C.F.R. Part 200, Audits of States, Local Governments, and Non-Profit Organizations, and State Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. If the Subrecipient is to contract with a commercial organization they must follow 48 C.F.R. § 31.2, "Contracts with Commercial Organizations." The Subrecipient shall ensure that the State receives the audit within the prescribed submission period and that this Agreement is listed on the appropriate Schedule of Financial Assistance.
- 10.2 The State, or its agents, shall be entitled to perform an audit at the following times:
- 10.2.1 At any time during the performance of Project Work set forth in this Agreement.
- 10.2.2 During a period of up to three (3) years after either the date of payment of the Final Invoice or a date mutually agreed to by the parties.
- 10.2.3 The Subrecipient acknowledges that changes in payment due the Subrecipient resulting from audits performed by the State shall be made as follows:
- 10.2.3.1 In the event of overpayment by the State, the Subrecipient shall refund the amount of such overpayment within thirty (30) days of the request by the State. In the event the Subrecipient fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Subrecipient under the terms of this Agreement or any other agreement between the State and the Subrecipient. Furthermore, the Subrecipient expressly understands and agrees that the provisions of this Section shall in no way be construed to relieve the Subrecipient from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The

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terms of this Section shall survive the expiration or termination of the Agreement.

10.2.3.2 In the event of underpayment by the State, the State shall pay sufficient funds to the Subrecipient to correct the underpayment as soon as is practicable.

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

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

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

11. Inspection

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

12. Indemnification

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

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13. No Personal Liability

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

14. Equal Opportunity

14.1 The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq. (PL 1975, c 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon them.

14.2 During the performance of this Agreement, the Subrecipient agrees that it will cause its contractor to comply with the following:

14.2.1 The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Division of Civil Rights/Affirmative Action setting forth provisions of this nondiscrimination clause;

14.2.2 The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;

14.2.3 The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Division of Civil Rights/Affirmative Action, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

14.2.4 In the hiring of persons for the performance of Project Work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired

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under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the Project Work to which the employment relates;

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

15. Nondiscrimination

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

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

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**16. Disadvantaged Business Enterprises**

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

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

17. No Oral Modifications

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

18. Notices and Demands

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

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



If to the State:

Deval Desai, Director
Division of Local Aid and Economic Development
State of New Jersey Department of Transportation
1035 Parkway Avenue
Trenton, New Jersey 08625

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

District 1 -  |
200 Stierli Court
Mount Arlington, NJ 07856
Phone: (973) 810-9120
Fax: (973) 601-0049
Morris, Passaic,
Sussex and Warren

District 2 -  |
153 Halsey Street - 5th floor
Newark, NJ 07102
Phone: 862-350-5730
Fax: (973) 648-4547
Bergen, Essex, Hudson,
and Union

District 3-  |
1035 Parkway Avenue
Trenton, NJ 08625
Phone:(609) 963-2020
Fax (609)530-8044
Hunterdon, Middlesex, Mercer,
Monmouth, Ocean and Somerset

District 4 -  |
1 Executive Campus
Route 70 West, 3rd Floor
Cherry Hill, NJ 08002
Phone: (856) 414-8414
Fax (856) 486-6771
Atlantic, Burlington, Camden, Cape May,
Cumberland, Gloucester and Salem

If to Subrecipient:

**Zayibeth Carballo
Director, Municipal Engineer
Department of Engineering
West Orange Township
25 Lakeside Avenue
West Orange. NJ 07052**

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

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



19. Partial Invalidity

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

20. Further Assurances

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

21. Subject to FHWA Regulations

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

22. Entire Agreement; Counterparts; Disputes

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

23. Choice of Law

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

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



24. Resolution

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

- 25. APPENDIX A** - Non Discrimination - Regulations of the Department of Transportation relative to pursuant to N.J.S.A. 10:5-31 et seq. are attached hereto and made a part of this Agreement.
- 26. APPENDIX B** - Certification of Subrecipient is attached hereto and made a part of this Agreement.
- 27. APPENDIX C** - Certification of New Jersey Department of Transportation is attached hereto and made a part of this Agreement.
- 28. APPENDIX D** - NJDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.
- 29. APPENDIX E** - Certification of Subrecipient Eligibility is attached hereto and made a part of this Agreement.
- 30. APPENDIX F** - Americans with Disabilities Act is attached hereto and made part of this Agreement.
- 31. APPENDIX G** – Project Scope of Work is attached hereto and made a part of this Agreement.
- 32. APPENDIX H** – Project Cost Estimate is attached hereto and made a part of this Agreement.

October 2024

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



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

Project: **Gregory Ave and Lowell Ave Safe Routes to School Project**

Municipality: **West Orange Township**

County: **Essex**

Agreement Number: **2026-DT-DLA-501**

Federal Project Number: **F00S092**

ATTEST/WITNESSED/AFFIX SEAL:

SUBRECIPIENT(LPA)

Name:

Date

Title

By: _____

Name:

Date

Title

ATTEST/WITNESSED/AFFIX SEAL:

NEW JERSEY DEPARTMENT OF
TRANSPORTATION

Anika James

Date

Department Secretary, New Jersey
Department of Transportation

By: _____

Deval Desai

Date

Director, Division of Local Aid &
Economic Development

October 2024

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



[DAG E-Signature Page to be Inserted Once Signed]

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

**APPENDIX A****NONDISCRIMINATION**

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

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

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



8. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.
9. The SUBRECIPIENT agrees to ensure that Disadvantaged Business Enterprises (DBE's) as defined in 49 C.F.R., Part 26 and FTA Circular 4716.1A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal-aid funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.
10. If at any time following the execution of this Agreement, the SUBRECIPIENT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the SUBRECIPIENT shall:
 - (a) Notify the Project initiator, in writing, of the type and approximate value of the work which the SUBRECIPIENT intends to accomplish by such subcontract, purchase order or lease.
 - (b) Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.
11. Incorporation of Provisions: The SUBRECIPIENT will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.

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



APPENDIX B

CERTIFICATION OF SUBRECIPIENT

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

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

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

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

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



APPENDIX C

CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION

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

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



APPENDIX D

NJDOT CODE OF ETHICS FOR VENDORS

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

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

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

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

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

Adopted on the 16th day of December, 1987

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



APPENDIX E

CERTIFICATION OF SUBRECIPIENT ELIGIBILITY

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

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

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

does not have a proposed debarment pending; and

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

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

Attest:

SUBRECIPIENT

Date: _____



APPENDIX F

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities.

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

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

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

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

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

R E S O L U T I O N

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

WHEREAS, the Township Department of Engineering proposes approximately 40-50 delineators along the westerly curblin of Gregory Avenue from Lawrence Avenue to Walker Road; and

WHEREAS, Essex County is willing, upon the request by the Township of West Orange, to allow the installation of delineators along Gregory Avenue from Lawrence Avenue to Walker Road to improve safety for residents and students; and

WHEREAS, Mayor Susan McCartney and her Administration support the request for delineators along Gregory Avenue south of the Gregory Elementary School located at the intersection of Gregory Avenue and Walker Road;

WHEREAS, the County of Essex has requested that the township execute a hold harmless and indemnification agreement in consideration for its consent and the same meets with the Township attorney's approval; and

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the request by the Township to Essex County to install 40-50 delineators on Gregory Avenue Lawrence Avenue to Walker Road to improve pedestrian and student safety is hereby endorsed.

BE IT FURTHER RESOLVED, that the Municipal Clerk, Karen J. Carnevale, submit a certified copy of this Resolution to the Essex County Engineer and Public Works Director, Sanjeev Varghese.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to executed the hold harmless and indemnification agreement in a form substantially similar to the form attached hereto.

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

Susan Scarpa, Council President

Adopted: January 20, 2026

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

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

WHEREAS, the Township's Department of Engineering, intends to promote public safety for residents and students along Gregory Avenue from Lawrence Avenue to Walker Road; and

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

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

SECTION I

TERM

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

SECTION II

DUTIES

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

SECTION III

HOLD HARMLESS PROVISION

In consideration of the use of Essex County Rights of Way for the installation and maintenance of delineators from the date of the Township's execution in perpetuity or until this Agreement is terminated under the provisions of Section IV below, the Township and its Department of Engineering and Public Works agree to indemnify and save harmless the County of Essex, its elected and appointed officials, directors, department heads, officers, agents, servants and employees, against any and all liability, claims, judgments, demands, attorney's fees and expenses, arising out of, or related to, or in connection with the initiative to install, operate, maintain and remove (if necessary) the Township's delineators and equipment on the County's property and rights of way, including but not limited to claims based upon negligence by the way of commission or omission on the Township, its Department of Engineering and Public Works, or its elected officials, department head, officers, agents, servants and employees. This indemnification shall include but is not limited to any third-party claims, demands, causes of action, judgments, costs of litigation (including reasonable attorney fees) for bodily injury, death, personal injury and/or property damage occurring as a result of the Township's equipment being on the premises in whole or in part. This indemnification does not extend to liability arising from the intentional, tortious, or negligent acts or omissions committed by the elected and appointed officials, directors, department heads, officers, agents, servants, and employees of the County, nor any condition of the rights of way owned or operated by the County of Essex that are not directly related to the Township's installation and maintenance of delineators and equipment.

SECTION IV

TERMINATION

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

SECTION VI

ENTIRE CONTRACT

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

IN WITNESS WHEREOF, the parties have caused this memorandum to be executed on this day _____ of _____, 2026.

Attest:

The Township of West Orange:

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

Susan McCartney., Mayor



20-26

**COUNTY OF ESSEX
DEPARTMENT OF PUBLIC WORKS**

DIVISION OF ENGINEERING

INDEMNITY AND HOLD HARMLESS AGREEMENT

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

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

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

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

_____ Day of _____ in the year _____

PROPERTY LOCATION: Delineators to be Installed along Westerly Curblin on
Gregory Avenue (from Lawrence Avenue to Walker
Road) in West Orange

TYPE OF IMPROVEMENT: Installation of 40 - 50 Delineators for Pedestrian Safety

DATE(S) OF PERMIT: March 2026 - June 2026

Susan McCartney, Mayor

Owner/Representative's Name

Signature of Legally Authorized Owner/Representative

Susan McCartney

Printed Name

RESOLUTION

WHEREAS, the Township of West Orange desires to improve safety for residents and students along Pleasant Valley Way, an Essex County Road, south of Stanford Avenue and north of Alisa Drive in the vicinity of the West Orange Highschool located on Pleasant Valley Way and the Kelly Elementary School located at the intersection of Pleasant Valley Way and Stanford Avenue Gregory Avenue and Walker Road; and

WHEREAS, the Township Department of Engineering proposes two (2) new rapid flashing beacons on Pleasant Valley Way between the Stanford Avenue and Alisa Drive intersections at 579 Pleasant Valley Way and directly across at 564 Pleasant Valley Way; and

WHEREAS, Essex County is willing, upon the request by the Township of West Orange, to allow the installation of two (2) new rapid flashing beacons and associated posts and footings on Pleasant Valley Way between Stanford Avenue and Alisa Drive at 579 Pleasant Valley Way and 564 Pleasant Valley Way; and

WHEREAS, Mayor Susan McCartney and her Administration support the request for two (2) new rapid flashing beacons on Pleasant Valley Way in front of the West Orange High School and south of the Kelly Elementary School located at the intersection of Pleasant Valley Way and Stanford Avenue;

WHEREAS, the County of Essex has requested that the township execute a hold harmless and indemnification agreement in consideration for its consent and the same meets with the Township attorney's approval; and

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the request by the Township to Essex County to install two (2) new rapid flashing beacons on Pleasant Valley Way between the intersections of Stanford Avenue and Alisa Drive to improve pedestrian and student safety is hereby endorsed.

BE IT FURTHER RESOLVED, that the Municipal Clerk, Karen J. Carnevale, submit a certified copy of this Resolution to the Essex County Engineer and Public Works Director, Sanjeev Varghese.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to executed the hold harmless and indemnification agreement in a form substantially similar to the form attached hereto.

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

Susan Scarpa, Council President

Adopted: January 20, 2026

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

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

WHEREAS, the Township's Department of Engineering, intends to promote public safety for residents and students along Pleasant Valley Avenue; and

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

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

SECTION I

TERM

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

SECTION II

DUTIES

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

SECTION III

HOLD HARMLESS PROVISION

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

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

SECTION IV TERMINATION

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

SECTION VI ENTIRE CONTRACT

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

IN WITNESS WHEREOF, the parties have caused this memorandum to be executed on this day 20th of January, 2026.

Attest:

The Township of West Orange:

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

Susan McCartney., Mayor



21-26

**COUNTY OF ESSEX
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING**

INDEMNITY AND HOLD HARMLESS AGREEMENT

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

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

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

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

_____ Day of _____ in the year _____

PROPERTY LOCATION: Rapid Flashing Beacons to be Installed on
Pleasant Valley Way near 579 and 564

TYPE OF IMPROVEMENT: Installation of two (2) Rapid Flashing Beacons (RFB)

DATE(S) OF PERMIT: December 2025 - April 2026

Susan McCartney, Mayor

Owner/Representative's Name

Signature of Legally Authorized Owner/Representative

Susan McCartney

Printed Name

WHEREAS, the Township of West Orange has advertised for bids, pursuant to the New Jersey Local Public Contracts Law (N.J.S.A 40A: 11-1), for the Site Improvements at Oskar Schindler Performing Arts Center (OSPAC); and

WHEREAS, at the date, time and place advertised for the opening of said bids, the Township received three bids; and

WHEREAS, the Qualified Purchasing Agent (QPA) reported that the successful bidder has strictly complied with the bid specifications and is the lowest responsible bidder; and

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

WHEREAS, The Township received a State Fiscal Recovery Fund (SFRF) Grant in the amount of

\$1,000,000.00 for this project, and funds for this project have been appropriated in the 2025 Capital

Budget; and

WHEREAS, this contract has been procured following the issuance of an advertisement for bids, which constitutes a “fair and open” process in accordance with N.J.S.A. 19:44A-20.4.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the contract for the Site Improvements at Oskar Schindler Performing Arts Center be awarded to:

**ZN CONSTRUCTION, LLC.
185 EAST 54TH STREET
ELMWOOD PARK, NEW JERSEY**

in the amount not to exceed of \$1,016,526.00.

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

BE IT FURTHER RESOLVED that notice of this award shall be available in the Office of the Township Clerk as required by law.

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

Susan Scarpa, Council President

Adopted: January 20, 2026

John C. Ditinyak, Chief Financial Officer

I hereby certify funds are available from: **ACCOUNT NO. (s)**

Acct No. 01-2040-41-9047-001 (\$840,000.00)

Acct No. 03-2584-19-0300-112, (\$18,066.08)

Acct No. 03-2610-20-0100-120, (\$72,639.00)

Acct No. 03-2661-21-0100-110, (\$100,000.00)

Acct No. 03-2704-22-0100-050, (\$5,891.43)

Acct No. 03-2610-20-0400-130, (\$5, 156.46)

OSCAR SCHINDLER PERFORMING ARTS CENTER
SITE IMPROVEMENTS
ENGINEER'S TABULATION OF BASE BIDS
BIDS RECIEVED ON: JANUARY 7, 2026

22-26



				1		2		3	
				ZN CONSTRUCTION LLC		S. BROTHERS INC.		A-TECH CONCRETE CO.	
				CONTRACTOR NAME 185 E. 54TH STREET		CONTRACTOR NAME 16 SOBECHKO ROAD		CONTRACTOR NAME 11 TAYLOR ROAD	
				ADDRESS ELMWOOD PARK NJ 07407		ADDRESS MANALAPAN NJ 07726		ADDRESS EDISON NJ 08817	
				CITY	STATE/ZIP	CITY	STATE/ZIP	CITY	STATE/ZIP
ITEM#	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	CONSTRUCTION LAYOUT	1	LS	\$7,000.00	\$ 7,000.00	\$16,000.00	\$ 16,000.00	\$60,000.00	\$ 60,000.00
2	TRAFFIC DIRECTOR, MUNICIPAL POLICE ALLOWANCE	1	ALLOW	\$30,000.00	\$ 30,000.00	\$30,000.00	\$ 30,000.00	\$30,000.00	\$ 30,000.00
3	CLEARING AND PREPARATION OF SITE, MOBILIZATION AND DEMOBILIZATION	1	LS	\$62,000.00	\$ 62,000.00	\$143,840.00	\$ 143,840.00	\$35,000.00	\$ 35,000.00
4	RESET EXISTING BRICK PAVERS (IF AND WHERE DIRECTED)	200	SY	\$130.00	\$ 26,000.00	\$120.00	\$ 24,000.00	\$350.00	\$ 70,000.00
5	EXCAVATION, TEST PIT (IF AND WHERE DIRECTED)	20	CY	\$160.00	\$ 3,200.00	\$1.00	\$ 20.00	\$50.00	\$ 1,000.00
6	EXCAVATION, UNCLASSIFIED	360	CY	\$87.00	\$ 31,320.00	\$1.00	\$ 360.00	\$175.00	\$ 63,000.00
7	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	230	CY	\$80.00	\$ 18,400.00	\$50.00	\$ 11,500.00	\$80.00	\$ 18,400.00
8	HMA MILLING, 3" OR LESS	1100	SY	\$30.00	\$ 33,000.00	\$30.00	\$ 33,000.00	\$11.00	\$ 12,100.00
9	HOT MIX ASPHALT 19M64 BASE COURSE, 4" THICK	330	TON	\$220.00	\$ 72,600.00	\$150.00	\$ 49,500.00	\$215.00	\$ 70,950.00
10	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	320	TON	\$225.00	\$ 72,000.00	\$100.00	\$ 32,000.00	\$215.00	\$ 68,800.00
11	MODULAR BLOCK RETAINING WALL	35	SF	\$160.00	\$ 5,600.00	\$68.00	\$ 2,380.00	\$150.00	\$ 5,250.00
12	RECONSTRUCT EXISTING MODULAR CONCRETE BLOCK RETAINING WALL (APPROXIMATELY 8' HIGH AND VARIES)	1	LS	\$18,000.00	\$ 18,000.00	\$68,000.00	\$ 68,000.00	\$30,000.00	\$ 30,000.00
13	RECONSTRUCT EXISTING MODULAR CONCRETE BLOCK RETAINING WALL (APPROXIMATELY 10' HIGH AND VARIES)	1	LF	\$28,000.00	\$ 28,000.00	\$59,380.00	\$ 59,380.00	\$45,000.00	\$ 45,000.00
14	RESET EXISTING INLET, TYPE 'B', USING NEW CASTING	3	UNIT	\$1,600.00	\$ 4,800.00	\$2,500.00	\$ 7,500.00	\$1,000.00	\$ 3,000.00
15	RESET EXISTING INLET, TYPE 'E', USING NEW CASTING	1	UNIT	\$1,600.00	\$ 1,600.00	\$2,700.00	\$ 2,700.00	\$1,000.00	\$ 1,000.00
16	4' HIGH DECORATIVE FENCE (INCLUDING CONCRETE FOOTINGS)	330	LF	\$170.00	\$ 56,100.00	\$117.00	\$ 38,610.00	\$300.00	\$ 99,000.00
17	HARDSCAPE PAVERS (INCLUDES REMOVAL OF EXISTING)	500	SY	\$260.00	\$ 130,000.00	\$185.00	\$ 92,500.00	\$365.00	\$ 182,500.00
18	CONCRETE SIDEWALK, 4' THICK	160	SY	\$230.00	\$ 36,800.00	\$250.00	\$ 40,000.00	\$140.00	\$ 22,400.00
19	DETECTABLE WARNING SURFACE	3	SY	\$360.00	\$ 1,080.00	\$500.00	\$ 1,500.00	\$1,000.00	\$ 3,000.00
20	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	20	SY	\$260.00	\$ 5,200.00	\$250.00	\$ 5,000.00	\$160.00	\$ 3,200.00
21	CONCRETE DUMPSTER PAD, REINFORCED, 6" THICK	8	SY	\$270.00	\$ 2,160.00	\$400.00	\$ 3,200.00	\$280.00	\$ 2,240.00
22	CONCRETE SPECTATOR SEATING, REINFORCED (INCLUDES MOUNTED PREMIUM STADIUM CHAIRS, 26" WIDE)	1	LS	\$58,000.00	\$ 58,000.00	\$118,785.00	\$ 118,785.00	\$155,000.00	\$ 155,000.00
23	REMOVE AND REPLACE EXISTING CONCRETE STAIRCASE (INCLUDING HANDRAILS AND DISPOSAL OF EXISTING MATERIALS)	1	LS	\$9,000.00	\$ 9,000.00	\$11,900.00	\$ 11,900.00	\$20,000.00	\$ 20,000.00
24	9"x18" CONCRETE VERTICAL CURB	210	LF	\$48.00	\$ 10,080.00	\$80.00	\$ 16,800.00	\$55.00	\$ 11,550.00
25	12"x13" CONCRETE SLOPING CURB	220	LF	\$51.00	\$ 11,220.00	\$80.00	\$ 17,600.00	\$60.00	\$ 13,200.00
26	6' RUBBER WHEEL STOP	3	UNIT	\$140.00	\$ 420.00	\$200.00	\$ 600.00	\$200.00	\$ 600.00
27	TRAFFIC STRIPES, THERMOPLASTIC, 4" THICK	830	LF	\$3.20	\$ 2,656.00	\$3.00	\$ 2,490.00	\$2.00	\$ 1,660.00
28	TRAFFIC MARKINGS, THERMOPLASTIC	430	SF	\$3.00	\$ 1,290.00	\$15.00	\$ 6,450.00	\$15.00	\$ 6,450.00
29	REGULATORY AND WARNING SIGN	40	SF	\$120.00	\$ 4,800.00	\$110.00	\$ 4,400.00	\$100.00	\$ 4,000.00
30	FURNISH AND INSTALL DOUBLE-SIDED SOLAR POWERED LED PEDESTRIAN CROSSING SIGN (W11-2 & W16-7P) W/ PUSH BUTTON	2	UNIT	\$3,800.00	\$ 7,600.00	\$11,300.00	\$ 22,600.00	\$12,000.00	\$ 24,000.00
31	INTERPRETIVE SIGNAGE (INCLUDING POST AND MOUNTING)	8	UNIT	\$2,500.00	\$ 20,000.00	\$963.00	\$ 7,704.00	\$1,500.00	\$ 12,000.00
32	6' DECORATIVE BENCH (INCLUDING CONCRETE PAD AND ANCHORING)	10	UNIT	\$3,250.00	\$ 32,500.00	\$3,100.00	\$ 31,000.00	\$3,000.00	\$ 30,000.00
33	TRASH RECEPTACLE	5	UNIT	\$2,700.00	\$ 13,500.00	\$800.00	\$ 4,000.00	\$1,500.00	\$ 7,500.00
34	FURNISH AND INSTALL 10' LONG TIMBER FOOTBRIDGE, 4' WIDE(INCLUDING CONCRETE FOUNDATIONS)	1	UNIT	\$6,700.00	\$ 6,700.00	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00
35	SOLAR POWERED BOLLARD LIGHTS	4	UNIT	\$3,200.00	\$ 12,800.00	\$1,700.00	\$ 6,800.00	\$5,000.00	\$ 20,000.00
36	SOLAR POWERED LIGHT POLE AND FIXTURE	1	UNIT	\$16,000.00	\$ 16,000.00	\$17,216.00	\$ 17,216.00	\$20,000.00	\$ 20,000.00
37	LIGHT FIXTURE AND LIGHT POLE (ELECTRIC)	1	UNIT	\$9,000.00	\$ 9,000.00	\$33,710.00	\$ 33,710.00	\$15,000.00	\$ 15,000.00
38	BOLLARD LIGHTS (ELECTRIC)	5	UNIT	\$2,800.00	\$ 14,000.00	\$7,300.00	\$ 36,500.00	\$5,000.00	\$ 25,000.00
39	SELECTIVE VEGETATIVE CLEARING	5,000	UNIT	\$1.50	\$ 7,500.00	\$3.80	\$ 19,000.00	\$3.00	\$ 15,000.00
40	REMOVAL AND DISPOSAL OF FALLEN TREE, UP TO 6" DIAMETER	8	UNIT	\$800.00	\$ 6,400.00	\$1,200.00	\$ 9,600.00	\$700.00	\$ 5,600.00
41	REMOVAL AND DISPOSAL OF FALLEN TREE, OVER 6" TO 12" DIAMETER	6	UNIT	\$900.00	\$ 5,400.00	\$1,800.00	\$ 10,800.00	\$900.00	\$ 5,400.00
42	REMOVAL AND DISPOSAL OF FALLEN TREE, OVER 12" TO 24" DIAMETER	2	UNIT	\$1,150.00	\$ 2,300.00	\$2,000.00	\$ 4,000.00	\$2,000.00	\$ 4,000.00
43	REMOVAL AND DISPOSAL OF FALLEN TREE, OVER 24" DIAMETER	1	UNIT	\$1,500.00	\$ 1,500.00	\$2,500.00	\$ 2,500.00	\$2,500.00	\$ 2,500.00
44	TREE REMOVAL, OVER 6" TO 12" DIAMETER	9	UNIT	\$1,400.00	\$ 12,600.00	\$1,600.00	\$ 14,400.00	\$1,000.00	\$ 9,000.00
45	TREE REMOVAL, OVER TO 12" TO 24" DIAMETER	2	UNIT	\$1,700.00	\$ 3,400.00	\$3,000.00	\$ 6,000.00	\$2,000.00	\$ 4,000.00
46	TOPSOIL, FERTILIZE, AND SEED ALL DISTURBED AREAS	1	LS	\$6,000.00	\$ 6,000.00	\$18,760.00	\$ 18,760.00	\$30,000.00	\$ 30,000.00
47	LANDSCAPE IMPROVEMENTS	1	LS	\$37,000.00	\$ 37,000.00	\$48,340.00	\$ 48,340.00	\$20,000.00	\$ 20,000.00
48	CONTRACT ALLOWANCE FOR ELECTRICAL WORK NOT SPECIFIED	1	ALLOW	\$35,000.00	\$ 35,000.00	\$35,000.00	\$ 35,000.00	\$35,000.00	\$ 35,000.00
49	CONTRACT ALLOWANCE FOR WORK NOT SPECIFIED	1	ALLOW	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00
TOTAL BASE BID AMOUNT					\$1,016,526.00		\$1,212,945.00		\$1,367,300.00

January 20, 2026
RESOLUTION

WHEREAS, for the NJDOT Municipal Aid (MA) 2026, Kirk Street, Virginia Avenue, Winfield Street and Grant Terrace Improvement 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 (RFP) dated December 5, 2025 for Professional Land Surveying and Civil Engineering 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, GPI has performed similar work for the Township; and

WHEREAS, by letter dated January 7, 2026, 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 MA 2026, Kirk Street, Virginia Avenue, Winfield Street and Grant Terrace Improvement Project; and

WHEREAS, the Request for Proposals and Professional Services Contract were issued in accordance with the "fair and open" process pursuant to N.J.S.A. 40A:11-5 and N.J.S.A. 19:44A-20.5 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 and Civil Engineering Services for the MA 2026, Kirk Street, Virginia Avenue, Winfield Street and Grant Terrace Improvement Project, in the amount not to exceed \$27,622.00.

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

Susan Scarpa, Council President

Adopted: January 20, 2026

I hereby certify funds are available from:

ACCOUNT NO.
2025 Capital Budget
Account #03-2915-25-0900-010
\$27,622.00

John Ditinyak, Chief Financial Officer

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 20, 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 20, 2026.**

Motion:

Second:

Vote

Aye:

Opposed:

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

Susan Scarpa
Council President

Adopted: January 20, 2026

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REFUND OVERPAYMENT OF TAXES TO THE LISTED TAXPAYER**

WHEREAS, certain West Orange property owners or their mortgage company have made an overpayment for the 2025 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.

Block	Lot	Name & Address	Amount
42.05	3	Corelogic Centralized Refunds PO Box 9202 Coppell, TX 75019	\$4,216.67
71.01	56	Llewellyn Gates%CPM 91 Clinton Ave Fairfield, NJ 07004	\$8,432.00
88	29.01	Corelogic Centralized Refunds PO Box 9202 Coppell, TX 75019	\$17,156.00
123	29	C0001 Lereta, LLC Attn: Central Refunds 901 Corporate Center Dr Pomona, CA 91768	\$3,063.08
142	13	Caymadi Capital NJ, LLC 55 Leonardo St Unit#4 New York, NY 10013	\$1,700.00
142	14	Corelogic Centralized Refunds PO Box 9202 Coppell, TX 75019	\$5,294.70
152.22	1413	C0002 Corelogic Centralized Refunds PO Box 9202 Coppell, TX 75019	\$3,585.82

155	27	C0145	Corelogic Centralized Refunds PO Box 9202 Coppell, TX 75019	\$1,639.81
155.22	42.01	C0208	Corelogic Centralized Refunds PO Box 9202 Coppell, TX 75019	\$3,206.89
172.14	9		Eleni Michael 531 Mt Pleasant Avenue West Orange, NJ 07052	\$299.81
179.14	8		Corelogic Centralized Refunds PO Box 9202 Coppell, TX 75019	\$5,042.09

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

Susan Scarpa, Council President

Adopted: January 20, 2026

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

John Ditinyak, Chief Financial Officer

RESOLUTION AUTHORIZING THE APPOINTMENT OF SPECIAL COUNSEL DUE TO A CONFLICT OF INTEREST AND APPROVING PROFESSIONAL FEES

WHEREAS, the Township Council of the Township of West Orange (the “Township”) recognizes that circumstances may arise in which the Township Attorney is unable to represent the interests of a Township Official due to an actual or potential conflict of interest; and

WHEREAS, the Township Code §2-9.4 authorizes the appointment of Special Counsel when the Township Attorney determines that a conflict exists or that the interests of the Township or its officials require separate representation, provided that the Township Council is advised of the proposed engagement, the applicable rate of compensation, and a limitation on total fees; and

WHEREAS, the Township has received notice of allegations of a personnel matter concerning the acts of an official or employee of the Township in his/her official capacity; and

WHEREAS, the Township Attorney has determined, upon initial review of the allegations, that a conflict of interest exists which precludes representation by the Township Attorney in connection with the investigation, that must remain confidential, of allegations of a personnel matter concerning the acts of an official or employee of the Township in his/her official capacity; and

WHEREAS, the Township Attorney has recommended the appointment of outside counsel Deena B. Rosendahl, Esq., of Cleary, Giacobbe, Alfieri, Jacobs, LLC, to serve as Special Counsel (“Special Counsel”) for the limited purpose of conducting a confidential investigation of the allegations of a personnel matter concerning the acts of an official or employee of the Township in his/her official capacity; and

WHEREAS, in accordance with and pursuant to § 2-9.4 the Township Attorney has designated Ramon E. Rivera, Esq., of Antonelli, Kantor, Rivera, P.C., as the Township Attorney’s designated Conflict Counsel to supervise the work of Special Counsel; and

WHEREAS, the Township Council has been advised of the identity of the proposed Special Counsel, the scope of representation, the hourly rate of compensation, and the maximum amount to be expended for such services, in accordance with the requirements of the Township Code; and

WHEREAS, the proposed Special Counsel shall be compensated at a rate of **\$185.00 per hour**, and the total compensation for such services shall **not exceed \$7,500.00**, without further encumbrance unless further authorized by formal action of the Township Council; and

WHEREAS, sufficient funds have been certified by the Chief Financial Officer to cover the authorized expenditure.

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. **Authorization of Special Counsel.** The Township Attorney is hereby authorized, pursuant to § 2-9.4 of the Township Code, to appoint and retain outside legal counsel to serve as Special Counsel due to the existence of a conflict of interest that precludes representation by the Township Attorney.

2. **Appointment of Special Counsel.** The Township Attorney has conducted a preliminary review of the allegations and has determined that a conflict exists, which precludes the Township Attorney from investigating the allegations asserted against an official or employee of the Township in his/her official capacity and pursuant to § 2-9.4 of the Township Code, hereby appoints Deena B. Rosendahl, Esq., of Clery, Giacobbe, Alfieri, Jacobs, LLC, to serve as Special Counsel for the limited purpose of investigating the allegations asserted against an official or employee of the Township in his/her official capacity.

3. **Appointment of Designated Conflict Counsel.** The Township Attorney has determined that a conflict exists, which precludes the Township Attorney from investigating the allegations asserted and pursuant to § 2-9.4 of the Township Code, hereby designates himself,

Mark Semeraro to generally supervise the work of Special Counsel, Deena B. Rosendahl, Esq., of Clery, Giacobbe, Alfieri, Jacobs, LLC.

4. **Scope and Compensation.** Special Counsel shall provide legal services limited to the matter for which the conflict exists, at an hourly rate of **\$185.00**, with total compensation **not to exceed \$7,500.00**, without further encumbrance or authorization by resolution of the Township Council.

5. **Township Council Oversight and Approval.** All invoices submitted by Special Counsel shall be subject to review and approval in accordance with Township procedures and the requirements applicable to Special Counsel engagements.

6. **Certification of Funds.** This Resolution shall take effect only upon certification by the Chief Financial Officer that sufficient funds are available and properly encumbered for the purposes set forth herein.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be provided to the Township Attorney, the Chief Financial Officer, and such other officials as may be necessary to effectuate its terms.

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

Susan Scarpa
Council President

Adopted: January 20, 2026

**PROFESSIONAL SERVICES AGREEMENT
SPECIAL COUNSEL – INVESTIGATIVE SERVICES**

This Professional Services Agreement (the “Agreement”) is made and entered into as of January 20, 2026 (the “Effective Date”), by and between the Township of West Orange, a municipal corporation of the State of New Jersey, with offices located at 66 Main Street, West Orange, New Jersey 07052 (the “Township”), and Deena B. Rosendahl, Esq., of Cleary, Giacobbe, Alfieri, Jacobs, LLC, with offices located at 169 Ramapo Valley Road | Upper Level Suite 105, Oakland, New Jersey 07436 (“Special Counsel” or “Counsel”) (collectively referred to as the “Parties”).

RECITALS

- A. The Township has received an allegation concerning conduct attributed to an official or employee of the Township (the “Subject Official”) arising out of acts undertaken while serving in his/her official capacity.
- B. The Township Attorney has conducted a preliminary review of the allegations and has determined that an actual or potential conflict of interest exists that precludes representation by the Township Attorney.
- C. Pursuant to §2-9.4 of the Township Code, which governs the appointment of Special Counsel, and consistent with the Township’s established practices, the Township Council has adopted Resolution No. 17-2026 (the “Authorizing Resolution”) approving the appointments of Designated Conflict Counsel, Ramon E. Rivera, Esq., of Antonelli, Kantor, Rivera, P.C., with offices located at 354 Eisenhower Parkway, Livingston, New Jersey 07039 (“Conflict Counsel”) and Special Counsel, approving the hourly rate of compensation, and establishing a not-to-exceed limitation on fees.
- D. The Township desires to retain Special Counsel on a limited basis to conduct an independent investigation into the aforementioned allegations and to prepare a Final Report consisting of the Special Counsel’s objective findings and non-binding recommendations to the Township.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, the Parties agree as follows:

1. Engagement & Incorporation of Authorizing Resolution.

1.1. Engagement. The Township hereby retains Special Counsel, and Special Counsel accepts such retention, for the purposes set forth in this Agreement.

1.2. Resolution Controls. The parties acknowledge and agree that the Authorizing Resolution is a material part of this Agreement which is incorporated by reference and is a condition precedent to payment. In the event of a conflict or inconsistency between this Agreement and the Authorizing Resolution regarding compensation limits and approval requirements, the Authorizing Resolution shall control.

2. Term of Appointment.

2.1. Term. This Agreement shall commence on the Effective Date and shall continue until the earlier of: (a) completion and delivery of the Final Report to Conflict Counsel (as defined below); (b) exhaustion of the Not-to-Exceed Amount; or (c) termination pursuant to Section 14 of this Agreement.

2.2. No Annual Guarantee. Nothing herein shall be construed as an appointment beyond the limited matter described in this Agreement.

3. Scope of Services.

3.1. Purpose. Special Counsel is retained solely to conduct an independent investigation into the allegations asserted against an official or employee of the Township that has been identified in the allegations received (the “Subject Official”) and prepare a written Final Report regarding the factual findings, conclusions, and non-binding recommendations, if any.

3.2. Services. Special Counsel may perform the following under the supervision of the Conflict Counsel, as reasonably necessary and appropriate:

a. Intake and Planning. Review the allegation(s), define the investigative plan, identify potential witnesses and sources, and create an evidence preservation / collection protocol.

b. Document Requests and Review. Request, collect, and review relevant documents, communications, recordings, policies, and other materials, whether maintained by the Township, third parties, or the Subject Official, subject to lawful limits.

c. Interviews. Conduct interviews of relevant witnesses, including Township employees, officials, and third parties, as appropriate. Counsel shall determine interview sequencing, interview format, and whether to memorialize interviews by notes, written statements, or other means.

d. Legal/Policy Assessment (Limited). Evaluate the allegations in light of applicable Township policies, state law and regulations, and ethical standards as relevant to the Investigation (without providing individual legal defense representation to any person unless separately authorized in writing).

3.3. Final Report. Special Counsel shall prepare a written investigative report (the “Final Report”) summarizing the factual findings and recommendations. Any recommendations contained within the Final Report are non-binding upon the Township. Conflict Counsel may request a draft for comment prior to finalization. The Final Report shall be delivered to the Conflict Counsel and the Township Attorney.

3.4. Exclusions. Unless expressly authorized in writing by Conflict Counsel, Special Counsel **shall not:**

- a.** Represent the Township or any individual in litigation, administrative proceedings, or criminal matters relating to the allegations;
- b.** Serve as personal counsel to the subject member of the Township Council;
- c.** Act as Township Attorney, labor counsel, prosecutor, or hearing officer;

- d. Have subpoena power or compulsory authority unless expressly authorized by law and authorization of Conflict Counsel;
- e. Incur third-party costs (i.e.: investigators, e-discovery vendors, court reporter) without prior written authorization from Conflict Counsel;
- f. Impose or recommend discipline except as part of non-binding recommendations contained in the Final Report.

4. Executive Session Presentation.

Upon written request of the Township, and to the extent permitted by law, Special Counsel along with Conflict Counsel shall present the findings of the Investigation and the Final Report to the Township Attorney.

5. No Individual Client Relationship.

5.1. Client. The client for purposes of this Agreement is the Township of West Orange.

5.2. No Personal Representation. Nothing herein shall be construed as creating an attorney-client relationship between Special Counsel and the Subject Official or any other individual.

5.3. Upjohn | Entity Warnings. When interviewing the Township employees or officials, Special Counsel may provide an entity representation warning that Counsel represents the Township and not the individual.

6. Evidence Preservation & Litigation Hold.

6.1. Coordination. Upon request and in conjunction with Conflict Counsel, Special Counsel may coordinate with the Township Attorney, Township Administrator, and Township IT Department regarding document retention, evidence preservation, and litigation-hold measures relevant to the Investigation.

6.2. No Independent Authority. Special Counsel shall not independently issue litigation holds, subpoenas, or compulsory process without the approval of Conflict Counsel.

7. Compensation | Not-to-Exceed Amount.

7.1. Hourly Rate. Special Counsel shall be compensated at \$185.00 per hour for attorney time unless otherwise stated in an approved written amendment.

7.2. Not-to-Exceed Amount. Total compensation under this Agreement shall not exceed \$7,500.00 (the “Not-to-Exceed Amount”) without a further written encumbrance and additional authorization by resolution of the Township Council.

7.3. Invoices. Special Counsel shall submit itemized invoices to the Township on a monthly basis (or upon completion of services, whichever occurs first), setting forth, at minimum: the date of service, a description of the work performed, the time expended, applicable billing rate, and the total amount due.

7.4. Township Approval. Payment of invoices is subject to Township approval in accordance with applicable Township procedures, including review by Conflict Counsel (as appropriate), CFO, and any other approving authority.

7.5. Costs/Expenses. Unless pre-approved in writing, Special Counsel shall not bill for extraordinary costs (i.e.: investigators, vendors, transcription, travel, copying in excess of ordinary office practice). Approved costs, if any, shall be billed at the actual cost with receipts and shall count toward the Not-to-Exceed Amount unless otherwise authorized in writing.

8. Confidentiality | Records | OPRA.

8.1. Confidentiality. Special Counsel shall treat all non-public information obtained in the Investigation as confidential to the extent permitted by law, the Rules of Professional Conduct, and any lawful directions from the Township.

8.2. OPRA Cooperation. Special Counsel acknowledges the Township is subject to OPRA and common-law access principles. Special Counsel shall cooperate with the Township Attorney or custodian of records in responding to lawful requests, including identifying potentially privileged/confidential material and producing a privilege log if requested.

8.3. Record Retention. Special Counsel shall retain the complete investigative file and shall return Township property and records upon request, subject to retention obligations.

8.4. Work Product and Privilege. To the extent applicable, Special Counsel's work product and privileged communications shall be maintained and asserted on behalf of the Township.

9. Non-Appropriation.

9.1. Encumbrance and Certification. This Agreement is contingent upon the certification of funds by the Chief Financial Officer for the Township and proper encumbrance.

9.2. Non-Appropriation. In the event funds are not appropriated or are otherwise unavailable, the Township may terminate this Agreement without penalty, and Special Counsel shall be paid only for services rendered and approved of prior to the effective date of termination, subject to the Not-to-Exceed Amount.

10. Insurance.

10.1. Professional Liability. During the term of this Agreement, Special Counsel shall maintain a professional liability (malpractice) insurance policy in an amount not less than \$1,000,000 per claim and shall provide proof of coverage upon request, including identifying the Township as an additional insured.

10.2. Additional Insurance. If Special Counsel employs non-attorney personnel or uses subcontractors in the course of the scope of this Agreement, Special Counsel shall maintain any additional insurance reasonably necessary to cover such activities.

11. Legal Compliance.

Special Counsel shall comply with all applicable federal and New Jersey laws, regulations, and ethical rules, including the New Jersey Rules of Professional Conduct, pay-to-play laws, and Township policies.

12. Ownership of Work-Product | Deliverables.

12.1. Deliverables. The principal deliverable is the Final Report, delivered to Conflict Counsel in draft and final form, unless the Township directs otherwise.

12.2. Ownership. Subject to applicable privilege and ethical obligations, the Township shall own the work product created under this Agreement, including the Final Report and supporting materials, except that Special Counsel may retain a copy of the file consistent with record retention obligations and professional responsibility requirements.

13. Conflicts.

13.1. No Disqualifying Conflict. Special Counsel represents that, to the best of its knowledge after reasonable diligence, there exists no conflict that would materially impair the Investigation. Special Counsel shall promptly disclose any potential conflict that arises during the term.

13.2. Removal | Replacement. Should a conflict arise that cannot be waived or otherwise managed, the Township may terminate this Agreement and retain a substitute counsel.

14. Termination.

14.1. Termination for Convenience. The Township may terminate this Agreement, with or without cause, upon written notice to Special Counsel. Upon termination, Special Counsel shall cease work (except to preserve the status of the Investigation as requested) and submit a final invoice.

14.2. Termination for Cause. Either party may terminate this Agreement for material breach upon written notice and a reasonable opportunity to cure, where cure is not feasible.

14.3. Compensation Upon Termination. In all events, Special Counsel shall be compensated only for approved work performed through the effective date of termination, subject to the Not-to-Exceed Amount.

15. Independent Contractor.

Special Counsel is an independent contractor and not an employee of the Township.

16. Notices.

All formal notices required under this Agreement shall be made in writing and delivered electronically and by certified mail, return receipt requested addressed as follows:

To the Township:

Township of West Orange
Attn.: Karen Carnevale, Twp. Clerk
66 Main Street
West Orange, New Jersey 07052
(973) 325-4155
KCarnevale@westorange.org

To Special Counsel:

Deena B. Rosendahl, Esq.
Cleary, Giacobbe, Alfieri, Jacobs, LLC
169 Ramapo Valley Road | Upper Level Suite 105
Oakland, New Jersey 07436
(973) 845-6700
Drosendahl@cgajlaw.com

To: Conflict Counsel:

Antonelli, Kantor, Rivera, P.C.
Attn.: Ramon E. Rivera, Esq.
354 Eisenhower Parkway
Livingston, New Jersey 07039
(908) 623-3676
Rrivera@akrlaw.com

17. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of New Jersey. Venue for any action arising under this Agreement shall lie in the Superior Court of New Jersey, Essex Vicinage, unless otherwise required by law.

18. Entire Agreement.

This Agreement, together with the Authorizing Resolution and any required certifications incorporated herein, constitute the entire agreement between the Parties and supersedes any prior agreements. Any amendment hereto must be in writing, signed by the Parties and where required, authorized by resolution of the Township Council and accompanied by a proper encumbrance.

19. Execution.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Township of West Orange

By: _____ Title: Township Attorney

Mark Semeraro, Esq.

Dated: _____

Special Counsel: Cleary, Giacobbe, Alfieri, Jacobs, LLC

By: _____ Title: Special Counsel

Deena B. Rosendahl, Esq.

Dated: _____

January 20, 2026

**RESOLUTION AUTHORIZING THE EXTENSION OF THE BID CONTRACT FOR
ARMED/UNARMED SECURITY OFFICERS FOR THE
TOWNSHIP OF WEST ORANGE MUNICIPAL BUILDING**

WHEREAS, on or about April 16, 2024, the Township of West Orange (the “Township”) issued an Invitation to Bid with the Township’s Bid Specifications seeking solicitations for is Contract for Armed/Unarmed Security Officers (the “Contract”) for the Township of West Orange Municipal Building at 66 Main Street; and

WHEREAS, on April 30, 2024, a bid was submitted by Sterling Securities, L.L.C., (hereinafter referred to as the “Contractor”), seeking award of the Contract for Security Services (the “Contract”) for a term of one (1) year with an option for the Township to renew the Contract for either an additional: (i) one (1) additional one-year term; or (ii) two (2) additional one-year terms at an hourly rate of \$35.00 per hour armed security officer or \$25.00 per hour unarmed security officer; and

WHEREAS, the Township now wishes to extend the Contract for one (1) additional one-year term as provided for in the Contract.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto as Exhibit “A”, to extend the Contract for Armed/Unarmed Security Services for a term of one year with an option to renew for an additional year.

BE IT FURTHER RESOLVED that notice of this award shall be available in the Office of the Township Clerk in accordance with applicable laws and regulations.

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

Susan Scarpa
Council President

Adopted: January 20, 2026

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

John Ditinyak, Chief Financial Officer

**AGREEMENT FOR ARMED/UNARMED SECURITY OFFICERS FOR TOWNSHIP OF
WEST ORANGE MUNICIPAL BUILDING**

THIS AGREEMENT, dated as of this 20th day of **JANUARY, 2026**, between the Township of West Orange, a Municipal Corporation, in the County of Essex, in the State of New Jersey, (hereinafter referred to as the “Township”), having its principal offices as 66 Main Street, West Orange, New Jersey; and **STERLING SECURITIES, L.L.C.**, (hereinafter referred to as the “Contractor”), having its principal offices at 155 Pompton Avenue, Verona, New Jersey 07044.

WHEREAS, on or about April 16, 2024, the Township of West Orange (the “Township”) issued an Invitation to Bid with the Township’s Bid Specifications seeking solicitations for is Contract for Armed/Unarmed Security Officers (the “Contract”) for the Township of West Orange Municipal Building at 66 Main Street; and

WHEREAS, on April 30, 2024, a bid was submitted by Sterling Securities, L.L.C., (hereinafter referred to as the “Contractor”), seeking award of the Contract for Security Services (the “Contract”) for a term of one (1) year with an option for the Township to renew the Contract for either an additional: (i) one (1) additional one-year term; or (ii) two (2) additional one-year terms at an hourly rate of \$35.00 per hour armed security officer or \$25.00 per hour unarmed security officer; and

WHEREAS, on January 1, 2025, the Township entered into an Agreement for Armed and Unarmed Security Officers for the Township of West Orange Municipal Building for a period of one (1) year; and

WHEREAS, the Township now wishes to extend the Contract for one (1) additional one-year term as provided for in the Contract.

WITNESSETH

1. The Contract hereby covenants and agrees to furnish and deliver to the Township, Security Services consistent with the scope of services set forth in the Bid Specifications and the Contractor’s Bid submitted on April 30, 2024 (the “Bid”) consistent with the Township’s determination of the number of armed officers and unarmed officers at the hourly rates set forth in the Bid, but which cannot exceed the Annual Cost for one Armed Security Officer at an hourly rate of \$35.00 per hour as set forth in the Bid for a total of 1960 hours for a year for a total annual contract price of **\$68,600**.

2. In the event of any conflicts between the terms and conditions set forth in the Bid Specifications and the Bid, the terms and conditions set forth in the Bid Specifications shall govern.

3. The Contractor acknowledges that it has read N.J.S.A. 10:2-1, et seq., (Discrimination in Employment on Public Works; contract provision), the terms of which are

incorporated herein as if expressly set forth at length, and the Contractor agrees to comply with and be bound by the terms thereof.

4. Neither this Agreement nor the monies to become due hereunder are assignable.

5. The acceptance of payment by the Contractor shall constitute a release of any claims for liabilities of any nature whatsoever, if any, owing to the Contractor from the Township, its agents, servants and employees.

6. Contractor agrees to indemnify and hold harmless the Township, its agents, servants and employees from and against any losses, damage, liabilities and expenses which may arise or be claimed against the Township, its agents, servants and employees consequent upon or arising out of or in connection with the within Agreement.

7. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey, without regard to its conflict of law principles. Any claim shall be brought in the Superior Court of New Jersey, Essex Vicinage. Each of the Parties hereby irrevocably consents to the service of process of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof to it by regular mail. Each of the Parties hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any such claim, suit, proceeding or action in such respective jurisdiction.

8. This Agreement is effective **January 1, 2026** and covers the period of January 1, 2026 **through** December 31, 2026. The Township shall have the option to extend the terms of this Agreement for an additional one (1) year-term from January 1, 2027 through December 31, 2027.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused the presents to be signed by their proper corporate officers, and caused these corporate seals to be affixed hereto.

ATTEST:

STERLING SECURITIES

Name

Name

ATTEST

TOWNSHIP OF WEST ORANGE

KAREN J. CARNEVALE, R.M.C.

BY: _____
SUSAN McCARTNEY, MAYOR

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES PROGRAM

ENABLING RESOLUTION for SUPPLEMENTAL FUNDING REQUEST

WHEREAS, the New Jersey Department of Environmental Protection, Green Acres Program (“State”), provides loans and/or grants to municipal and county governments and grants to nonprofit organizations for assistance in the acquisition and development of lands for outdoor recreation and conservation purposes; and

WHEREAS, the Township of West Orange has previously obtained a Green Acres loan of \$0.00 and/or a Green Acres grant of \$6,000,000.00 from the State [and an Urban Parks grant of \$0.00 from the State] to fund the following project(s) pertaining to the entire 138-property referenced as:

#0722-03-005- West Orange Township Open Space Acquisition (Rock Spring Golf Course);
and

WHEREAS, the Township of West Orange desires to further the public interest by requesting an additional Green Acres loan of \$0.00 and/or an additional Green Acres grant of \$3,750,000.00 to fund the project(s); and

WHEREAS, the State shall determine if the supplemental funding request is complete and in conformance with the scope and intent of the Green Acres Program, and notify the applicant of the amount of the funding award; and

WHEREAS, the applicant is willing to use the State’s funds in accordance with its rules, regulations and applicable statutes, and is willing to enter into an Amendment of the Agreement with the State for the above-named project;

NOW, THEREFORE, the governing body/board resolves that:

1. Susan McCartney or the successor to the office of Mayor is hereby authorized to:
 - (a) request such a loan and/or such a grant,
 - (b) provide additional information and furnish such documents as may be required, and
 - (c) act as the authorized correspondent of the above-named applicant; and
2. The applicant agrees to provide the local government/nonprofit share if a match is required.
3. The applicant agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project.
4. This resolution shall take effect immediately.

CERTIFICATION

I, Karen J. Carnevale R.M.C. Municipal Clerk do hereby certify that the foregoing is a true copy of a resolution adopted by the Council of the Township of West Orange at a meeting held on the 20th day of January, 2026.

IN WITNESS WHEREOF, I have hereunder set my hand and the official seal of this body this 20th day of January, 2026.

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

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO REFUND PAYMENT
TO THE LISTED TAXPAYER DUE TO VETERAN EXEMPTION**

WHEREAS, the Assessor has granted a 100% Veteran Disabled exemption to parcels listed below and a letter of eligibility from the Veteran's Administration is on file in the Assessor's office showing the effective date of exemption.

WHEREAS, the owner or its mortgage servicer made payments after the date of exemption and tax refunds are due in the amounts listed below.

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 homeowners the tax refunds due:

	ADDRESS	76 Terrace Ave			
	BLOCK	152.27			
	LOT	38			
	QUAL				
	PAYMENTS				
<u>YEAR</u>	<u>QUARTER</u>	<u>DATE PD</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>REFUND DUE</u>
2025	4	12/18/2025	\$11,389.27	90	\$ 11,389.27
				DUE:	\$ 11,389.27
	<u>PAYABLE TO:</u>				
	Corelogic Centralized Refunds				
	PO Box 9202				
	Coppell, TX 75019				

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

Susan Scarpa
Council President

Adopted: January 20, 2026

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

John Ditinyak, Chief Financial Officer

RESOLUTION

WHEREAS, the Township’s powers include the authorization to issue capital and bond ordinances for the purposes of acquiring capital assets; and

WHEREAS, the Township seeks to achieve and maintain bond ratings commensurate with demonstrating a long-term commitment to sound financial planning; and

WHEREAS, the Township recognizes that annual debt service costs meet or exceed 12.50% of the operating budget; and

WHEREAS, the Township recognizes that not actively managing capital needs and debt issuance will have an adverse impact on the tax rate and the ability to provide services; and

WHEREAS, the Township desires to memorialize and establish many of the existing principles, practices, and metrics associated with the management of its existing and future debt portfolio; and

WHEREAS, the Township finds and determines that adoption of the attached Debt Management Policy (the “Debt Management Policy”) will help ensure that the debt is issued and managed prudently in order to maintain sound fiscal policy; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the attached policy shall serve to guide the decisions and actions of the Township of West Orange’s existing and future debt related activities.

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

Susan Scarpa
Council President

Adopted: January 20, 2026

**Township of West Orange
Essex County, New Jersey**

CURRENT DEBT PROFILE & ASSUMPTIONS

Debt Plan - \$5.5M Annual Capital Program

Outstanding Debt (12/31/2024): <i>(per Annual Debt Statement)</i>	Bonds	Loans	Notes	SENs	Total
	\$60,349,000	\$832,023	\$66,078,464	\$5,027,000	\$132,286,487

**Authorized But Not Issued as of 12/31/24 is \$39,961,258*

2025 Total Debt Service: <i>(estimated)</i>	Bonds	Loans	Notes	SENs	Total
	\$8,116,594	\$213,268	\$3,194,332	\$1,926,616	\$13,450,810

**Excludes approximately \$350,000 of Special Assessment Bonds debt service.*

Expected New Debt:	1) \$6.7 million of new debt authorized/issued in 2025
	2) Authorized But Not Issued debt of \$22.8 million issued in 2025 and 2026
	3) Annual capital program of \$5 million per year (mix of debt and pay-go)
	4) \$800,000 of new special emergency notes in 2025 and \$500,000 annually thereafter
	5) Includes \$6.3 million of grants funds to pay down ordinance #2564-19 from 2026-28
	6) Includes \$10.8 million of sale proceeds to pay down ordinance #2651-21 in 2028

Borrowing Analysis Scenario:	1) Roll existing notes to 2028
	2) Issue new notes in 2025-2036 to finance "Expected New Debt"
	3) Issue \$81.4 million bonds between 2026-2028 to finance all outstanding notes
	4) Roll new notes to 2037
	5) Issue \$14.6 million bonds in 2037 to finance all outstanding notes
	6) Roll SENs with mandatory pay downs and annual new money as shown above
	7) Full migration to pay-go capital funding beginning 2038

Interest Rate Assumptions:	Based on "AA" S&P credit rating (last affirmed in October 2025)
	Initial bond rate of 3.50% and initial note rate of 2.50%
	Note rates assumed to increase 0.25% per year
	Bond rates assumed to increase 0.25% per year

Assumes 15-year useful life on new ordinances

Tax Base Assumptions:	Total Assessed Valuation:	\$10,001,287,802
	Average Home Value:	\$615,472

PROJECTED AGGREGATE DEBT SERVICE & CAPITAL

INCLUDES EXISTING BONDS, LOANS & NOTES AND \$5.5M ANNUAL CAPITAL PROGRAM

FY Ending 12/31	Existing Debt Service	New Bonds, Notes & Deferred Charges		Total Debt Service	Aggregate Debt Service	Outstanding Principal Amount	Annual Pay-Go Capital	Pay-go Capital + Annual Debt Service	Percentage Increase
		Principal	Interest						
2025	13,450,810				13,450,810	139,022,466		13,450,810	
2026	8,169,835	3,517,226	2,018,554	5,535,780	13,705,615	149,540,083		13,705,615	1.9%
2027	7,736,739	3,589,000	2,649,660	6,238,660	13,975,399	145,300,174		13,975,399	2.0%
2028	7,668,173	3,455,500	3,122,973	6,578,473	14,246,646	123,910,799		14,246,646	1.9%
2029	5,457,648	2,960,000	3,694,200	6,654,200	12,111,848	119,815,525	2,375,000	14,486,848	1.7%
2030	5,413,373	3,060,000	3,698,125	6,758,125	12,171,498	115,339,251	2,550,000	14,721,498	1.6%
2031	4,605,778	3,718,000	3,703,563	7,421,563	12,027,341	110,460,977	2,950,000	14,977,341	1.7%
2032	4,569,078	3,939,000	3,678,168	7,617,168	12,186,246	105,160,702	3,050,000	15,236,246	1.7%
2033	3,906,417	4,159,000	3,648,515	7,807,515	11,713,932	99,436,351	3,775,000	15,488,932	1.7%
2034	3,896,292	4,370,000	3,585,105	7,955,105	11,851,397	93,261,000	3,900,000	15,751,397	1.7%
2035	3,803,254	4,583,000	3,469,080	8,052,080	11,855,334	86,598,000	4,150,000	16,005,334	1.6%
2036	3,738,032	4,781,000	3,332,583	8,113,583	11,851,614	79,437,000	4,400,000	16,251,614	1.5%
2037	2,879,335	5,450,000	3,176,313	8,626,313	11,505,648	71,760,000	5,000,000	16,505,648	1.6%
2038	310,520	5,230,000	3,109,125	8,339,125	8,649,645	66,315,000	5,500,000	14,149,645	-14.3%
2039	315,020	5,335,000	2,869,913	8,204,913	8,519,933	60,755,000	5,500,000	14,019,933	-0.9%
2040	319,270	5,455,000	2,627,550	8,082,550	8,401,820	55,065,000	5,500,000	13,901,820	-0.8%
2041	318,273	5,585,000	2,381,338	7,966,338	8,284,610	49,240,000	5,500,000	13,784,610	-0.8%
2042	321,775	5,720,000	2,130,850	7,850,850	8,172,625	43,270,000	5,500,000	13,672,625	-0.8%
2043	324,763	5,855,000	1,875,875	7,730,875	8,055,638	37,155,000	5,500,000	13,555,638	-0.9%
2044	327,475	5,905,000	1,616,350	7,521,350	7,848,825	30,980,000	5,500,000	13,348,825	-1.5%
2045	324,981	5,955,000	1,354,075	7,309,075	7,634,056	24,750,000	5,500,000	13,134,056	-1.6%
2046	326,925	6,005,000	1,089,050	7,094,050	7,420,975	18,460,000	5,500,000	12,920,975	-1.6%
2047	328,225	6,060,000	821,275	6,881,275	7,209,500	12,105,000	5,500,000	12,709,500	-1.6%
2048	334,150	6,120,000	550,475	6,670,475	7,004,625	5,675,000	5,500,000	12,504,625	-1.6%
2049	334,700	1,180,000	276,375	1,456,375	1,791,075	4,175,000	5,500,000	7,291,075	-41.7%
2050	334,950	1,245,000	211,475	1,456,475	1,791,425	2,600,000	5,500,000	7,291,425	0.0%
2051		1,300,000	143,000	1,443,000	1,443,000	1,300,000	5,500,000	6,943,000	-4.8%
2052		1,300,000	71,500	1,371,500	1,371,500		5,500,000	6,871,500	-1.0%
Total:	\$79,515,791	\$115,831,726	\$60,905,062	\$176,736,788	\$256,252,579		\$114,650,000	\$370,902,579	
Max Annual Debt Service:					\$14,246,646				
Avg Annual Debt Service:					\$8,992,658				

(1) Includes all Current Fund debt including: General Improvement bonds, NJIB loans, debt service on BANs for 2025 and deferred charges (SENs) for 2025. Excludes special assessment bonds debt service.

(2) Borrowing rate assumed to increase 0.25% for notes and 0.25% for bonds each year. Includes voluntary principal pay downs on notes that are subject to change.

(3) Annual pay-go capital funded as a combination of debt and cash as described herein.

Township of West Orange Essex County, New Jersey																					
GENERAL IMPROVEMENT - PRELIMINARY BORROWING ANALYSIS INCLUDES EXISTING BONDS, LOANS & NOTES AND \$5.5M ANNUAL CAPITAL PROGRAM																					
Fiscal Year Ending 12/31	PRIOR TO NEW ISSUES			**PROPOSED NEW ISSUES**										AFTER NEW ISSUES Aggregate Debt Service							
	Existing Debt Service ¹			Projected BANs (2025-2037) ²			Projected SENs (2025-2042) ²			2028 Bonds			2037 Bonds			Pay Go Capital (2029-2052)					
	Principal	Interest	Total P+I	Principal	Interest	Total P+I	Principal	Interest	Total P+I	Principal	Interest	Total P+I	Principal	Interest	Total P+I	Principal	Total P+I	Principal	Interest	Total P+I	Incremental Tax Impact ³
2025	6,941,236	4,818,972	11,760,208				1,690,602		1,690,602									8,631,838	4,818,972	13,450,810	
2026	6,414,157	1,755,678	8,169,835	1,810,828	1,853,098	3,663,926	1,706,398	165,456	1,871,854									9,931,383	3,774,232	13,705,615	15.68
2027	6,150,909	1,585,830	7,736,739	2,339,000	2,525,135	4,864,135	1,250,000	124,525	1,374,525									9,739,909	4,235,490	13,975,399	16.60
2028	6,300,274	1,367,899	7,668,173	2,295,500	3,024,873	5,320,373	1,160,000	98,100	1,258,100									9,755,774	4,490,872	14,246,646	16.69
2029	4,260,274	1,197,374	5,457,648		162,500	162,500	460,000	72,200	532,200	2,500,000	3,459,500	5,959,500				2,375,000	2,375,000	9,595,274	4,891,574	14,486,848	14.78
2030	4,366,274	1,047,099	5,413,373		266,875	266,875	560,000	78,000	638,000	2,500,000	3,353,250	5,853,250				2,550,000	2,550,000	9,976,274	4,745,224	14,721,498	14.44
2031	3,710,274	895,504	4,605,778	173,000	377,813	550,813	500,000	78,750	578,750	3,045,000	3,247,000	6,292,000				2,950,000	2,950,000	10,378,274	4,599,066	14,977,341	15.74
2032	3,811,274	757,804	4,569,078	264,000	478,080	742,080	500,000	82,500	582,500	3,175,000	3,117,588	6,292,588				3,050,000	3,050,000	10,800,274	4,435,971	15,236,246	15.93
2033	3,290,351	616,066	3,906,417	349,000	579,615	928,615	500,000	86,250	586,250	3,310,000	2,982,650	6,292,650				3,775,000	3,775,000	11,224,351	4,264,581	15,488,932	15.55
2034	3,405,351	490,941	3,896,292	420,000	653,130	1,073,130	500,000	90,000	590,000	3,450,000	2,841,975	6,291,975				3,900,000	3,900,000	11,675,351	4,076,046	15,751,397	16.15
2035	3,430,000	373,254	3,803,254	488,000	683,730	1,171,730	500,000	90,000	590,000	3,595,000	2,695,350	6,290,350				4,150,000	4,150,000	12,163,000	3,842,334	16,005,334	15.63
2036	3,480,000	258,032	3,738,032	531,000	700,020	1,231,020	500,000	90,000	590,000	3,750,000	2,542,563	6,292,563				4,400,000	4,400,000	12,661,000	3,590,614	16,251,614	15.16
2037	2,727,000	152,335	2,879,335	1,045,000	703,125	1,748,125	500,000	90,000	590,000	3,905,000	2,383,188	6,288,188				5,000,000	5,000,000	13,177,000	3,328,648	16,505,648	15.63
2038	215,000	95,520	310,520				500,000	90,000	590,000	4,075,000	2,217,225	6,292,225	655,000	801,900	1,456,900			10,945,000	3,204,645	14,149,645	
2039	225,000	90,020	315,020				400,000	60,000	460,000	4,245,000	2,044,038	6,289,038	690,000	765,875	1,455,875			11,060,000	2,959,933	14,019,933	
2040	235,000	84,270	319,270				300,000	36,000	336,000	4,425,000	1,863,625	6,288,625	730,000	727,925	1,457,925			11,190,000	2,711,820	13,901,820	
2041	240,000	78,273	318,273				200,000	18,000	218,000	4,615,000	1,675,563	6,290,563	770,000	687,775	1,457,775			11,325,000	2,459,610	13,784,610	
2042	250,000	71,775	321,775				100,000	6,000	106,000	4,810,000	1,479,425	6,289,425	810,000	645,425	1,455,425			11,470,000	2,202,625	13,672,625	
2043	260,000	64,763	324,763				5,000,000	1,275,000	6,275,000	5,000,000	1,275,000	6,275,000	855,000	600,875	1,455,875			11,615,000	1,940,638	13,555,638	
2044	270,000	57,475	327,475				5,000,000	1,062,500	6,062,500	5,000,000	1,062,500	6,062,500	905,000	553,850	1,458,850			11,675,000	1,673,825	13,348,825	
2045	275,000	49,981	324,981				5,000,000	850,000	5,850,000	5,000,000	850,000	5,850,000	955,000	504,075	1,459,075			11,730,000	1,404,056	13,134,056	
2046	285,000	41,925	326,925				5,000,000	637,500	5,637,500	1,005,000	451,550	1,456,550	1,005,000	451,550	1,456,550			11,790,000	1,130,975	12,920,975	
2047	295,000	33,225	328,225				5,000,000	425,000	5,425,000	1,060,000	396,275	1,456,275	1,060,000	396,275	1,456,275			11,855,000	854,500	12,709,500	
2048	310,000	24,150	334,150				5,000,000	212,500	5,212,500	1,120,000	337,975	1,457,975	1,120,000	337,975	1,457,975			11,930,000	574,625	12,504,625	
2049	320,000	14,700	334,700							1,180,000	276,375	1,456,375						12,000,000	291,075	12,291,075	
2050	330,000	4,950	334,950							1,245,000	211,475	1,456,475						12,075,000	216,425	12,291,425	
2051										1,300,000	143,000	1,443,000						12,150,000	143,000	12,293,000	
2052										1,300,000	71,500	1,371,500						12,225,000	71,500	12,296,500	
2053																					
2054																					
2055																					
2056																					
2057																					
2058																					
2059																					
Total:	61,797,375	16,027,814	77,825,189	9,715,328	12,007,994	21,723,322	11,827,000	1,355,781	13,182,781	81,400,000	40,365,438	121,765,438	14,580,000	7,175,850	21,755,850	114,650,000	114,650,000	293,969,703	76,932,876	370,902,579	

(1) Includes all Current Fund debt including: General Improvement bonds, NJIB loans, debt service on BANs for 2025 and deferred charges (SENs) for 2025. Excludes special assessment bonds debt service.

(2) Borrowing rate assumed to increase 0.25% each year. 2025 BAN payments and SEN interest are included in Existing Debt Service. Assumes 2651-21 is reduced by \$10.8 million from sale proceeds in 2028 (55 Lakeside) and 2564-19 is reduced by \$6.3 million from green acres grant funds in 2028 (Rock Spring).

(3) Represents the annual tax impact to the average residential home assessed at \$615,472. Calculation based on Total Taxable Valuation of \$10,001,287,802. No tax impact assumed for 2025 as budget is already adopted. Reflects tax increases versus highest previous year. No change in tax rate shown for years with debt service declines.

ASSUMPTIONS							
Projected BANs (2025-2037)		Projected SENs (2025-2042)		2028 Bonds		2037 Bonds	
Issue Date:	11/05/25	Issue Date:	11/05/25	Issue Date:	11/01/28	Issue Date:	11/01/37
First Interest Date:	11/05/26	First Interest Date:	11/05/26	First Interest Date:	05/01/29	First Interest Date:	05/01/38
First Maturity Date:	11/05/26	First Maturity Date:	11/05/26	First Maturity Date:	11/01/29	First Maturity Date:	11/01/38
Final Maturity Date:	11/05/37	Final Maturity Date:	11/05/42	Final Maturity Date:	11/01/48	Final Maturity Date:	11/01/52
Initial Interest Rate:	2.50%	Borrowing Rate:	4.50%	Borrowing Rate:	4.25%	Borrowing Rate:	5.50%
Initial Par Amount:	\$ 74,123,928	Par Amount:	\$ 5,027,000	Par Amount:	\$ 81,400,000	Par Amount:	\$ 14,580,000
Structure:	BAN	Structure:	SEN	Structure:	Conforming/Level	Structure:	Conforming/Level
Max Useful Life:	n/a	Max Useful Life:	n/a	Max Useful Life:	20.10 Years	Max Useful Life:	15.00 Years

DEBT & CAPITAL AMORTIZATION SUMMARY										
Year	Starting Net Debt	New BAN Authorization	New SEN Authorization	Annual Pay-Go Capital	Adjustments	Principal Amortization	Ending Net Debt	Net Debt Percentage	Debt Service + Deferred Charges	Debt Service Carrying Charge
2025	170,571,638	6,700,000	800,000	-	(15,468,335)	(8,631,838)	153,971,466	1.96%	13,450,810	12.5%
2026	153,971,466	5,000,000	500,000	-	-	(9,931,383)	149,540,083	1.87%	13,705,615	12.5%
2027	149,540,083	5,000,000	500,000	-	-	(9,739,909)	145,300,174	1.78%	13,975,399	12.5%
2028	145,300,174	5,000,000	500,000	-	(17,133,600)	(9,755,774)	123,910,799	1.49%	14,246,646	12.5%
2029	123,910,799	2,625,000	500,000	2,375,000	-	(7,220,274)	119,815,525	1.41%	12,111,848	10.4%
2030	119,815,525	2,450,000	500,000	2,550,000	-	(7,426,274)	115,339,251	1.33%	12,171,498	10.2%
2031	115,339,251	2,050,000	500,000	2,950,000	-	(7,428,274)	110,460,977	1.25%	12,027,341	9.9%
2032	110,460,977	1,950,000	500,000	3,050,000	-	(7,750,274)	105,160,702	1.16%	12,186,246	9.8%
2033	105,160,702	1,225,000	500,000	3,775,000	-	(7,449,351)	99,436,351	1.08%	11,713,932	9.3%
2034	99,436,351	1,100,000	500,000	3,900,000	-	(7,775,351)	93,261,000	0.99%	11,851,397	9.2%
2035	93,261,000	850,000	500,000	4,150,000	-	(8,013,000)	86,598,000	0.90%	11,855,334	9.0%
2036	86,598,000	600,000	500,000	4,400,000	-	(8,261,000)	79,437,000	0.81%	11,851,614	8.8%
2037	79,437,000	-	500,000	5,000,000	-	(8,177,000)	71,760,000	0.72%	11,505,648	8.4%
2038	71,760,000	-	-	5,500,000	-	(5,445,000)	66,315,000	0.65%	8,649,645	6.2%
2039	66,315,000	-	-	5,500,000	-	(5,560,000)	60,755,000	0.59%	8,519,933	6.0%
2040	60,755,000	-	-	5,500,000	-	(5,690,000)	55,065,000	0.52%	8,401,820	5.8%
2041	55,065,000	-	-	5,500,000	-	(5,825,000)	49,240,000	0.46%	8,284,610	5.6%
2042	49,240,000	-	-	5,500,000	-	(5,970,000)	43,270,000	0.39%	8,172,625	5.4%
2043	43,270,000	-	-	5,500,000	-	(6,115,000)	37,155,000	0.33%	8,055,638	5.2%
2044	37,155,000	-	-	5,500,000	-	(6,175,000)	30,980,000	0.27%	7,848,825	5.0%
2045	30,980,000	-	-	5,500,000	-	(6,230,000)	24,750,000	0.21%	7,634,056	4.8%
2046	24,750,000	-	-	5,500,000	-	(6,290,000)	18,460,000	0.15%	7,420,975	4.5%
2047	18,460,000	-	-	5,500,000	-	(6,355,000)	12,105,000	0.10%	7,209,500	4.3%
2048	12,105,000	-	-	5,500,000	-	(6,430,000)	5,675,000	0.05%	7,004,625	4.1%
2049	5,675,000	-	-	5,500,000	-	(1,500,000)	4,175,000	0.03%	1,791,075	1.0%
2050	4,175,000	-	-	5,500,000	-	(1,575,000)	2,600,000	0.02%	1,791,425	1.0%
2051	2,600,000	-	-	5,500,000	-	(1,300,000)	1,300,000	0.01%	1,443,000	0.8%
2052	1,300,000	-	-	5,500,000	-	(1,300,000)	0	0.00%	1,371,500	0.7%

(1) Adjustments include: (i) the removal of \$15.5 million of authorized but not issued debt in 2025 to better reflect the Township's actual debt profile; and (ii) assume ordinance 2651-21 is reduced by \$10.8 million from sale proceeds in 2028 (55 Lakeside) and ordinance 2564-19 is reduced by \$6.3 million from green acres grant funds in 2028 (Rock Spring).

Township of West Orange

Debt & Finance Presentation

Presented by:

John C. Ditinyak, CFO
Phoenix Advisors

December 9, 2025



The State of the Township's Debt!

- The Township's net debt as of 2024 is over \$171 million!
- Net debt has increased by 56% over the last five years!
- Payment of debt is 12.5% of the budget!
- The Township, recognizing that allowing the debt to increase exponentially places a financial burden on the residents, has developed a long-term debt management plan that will guide this and future councils' capital planning.



Debt Management Plan Goals:

- Continue to pay down outstanding debt thereby reducing the related debt services over time
- Look to take advantage of lower interest rates, when possible, to permanently finance outstanding notes, thereby reducing interest rate risk
- Over time, replace borrowing with “pay-as-you-go” funding using cash rather than credit for capital investment
- Carefully manage capital spending with strategic planning to build “pay-go” capability
- Achieve strategic success by freeing up millions of debt service dollars annually to support operations, capital investment, and when possible, return value to the taxpayers through increased usage of surplus rather than taxation.

What is Municipal Debt?

- The Township has both Operating Expenses and Capital Expenses:
 - Operating Expenses include the salaries and wages of employees, utility expenses, garbage and community programming - just to name a few. Operating Expenses are broadly defined as the ongoing expenses to run the day-to-day Township services.
 - Capital Expenses are individual purchases for land, infrastructure improvements, equipment, vehicles and major renovation/construction projects. Capital Expenses are typical high value purchases. For that reason, the cost is too great to include the full amount of the purchase in one budget year.
- For example, let's say the Township wants to construct a new public works building. The cost of the construction could be \$30M. The Township will go out into the capital markets and issue bonds for \$30M so that we have the funds to pay for the project. The bonds will then be repaid, with interest, via annual appropriations in the budget. The repayment schedule follows the useful life of the asset that was purchased to spread the cost over the generations of residents who benefit from the project. In this example, the repayment would be over 25 years.

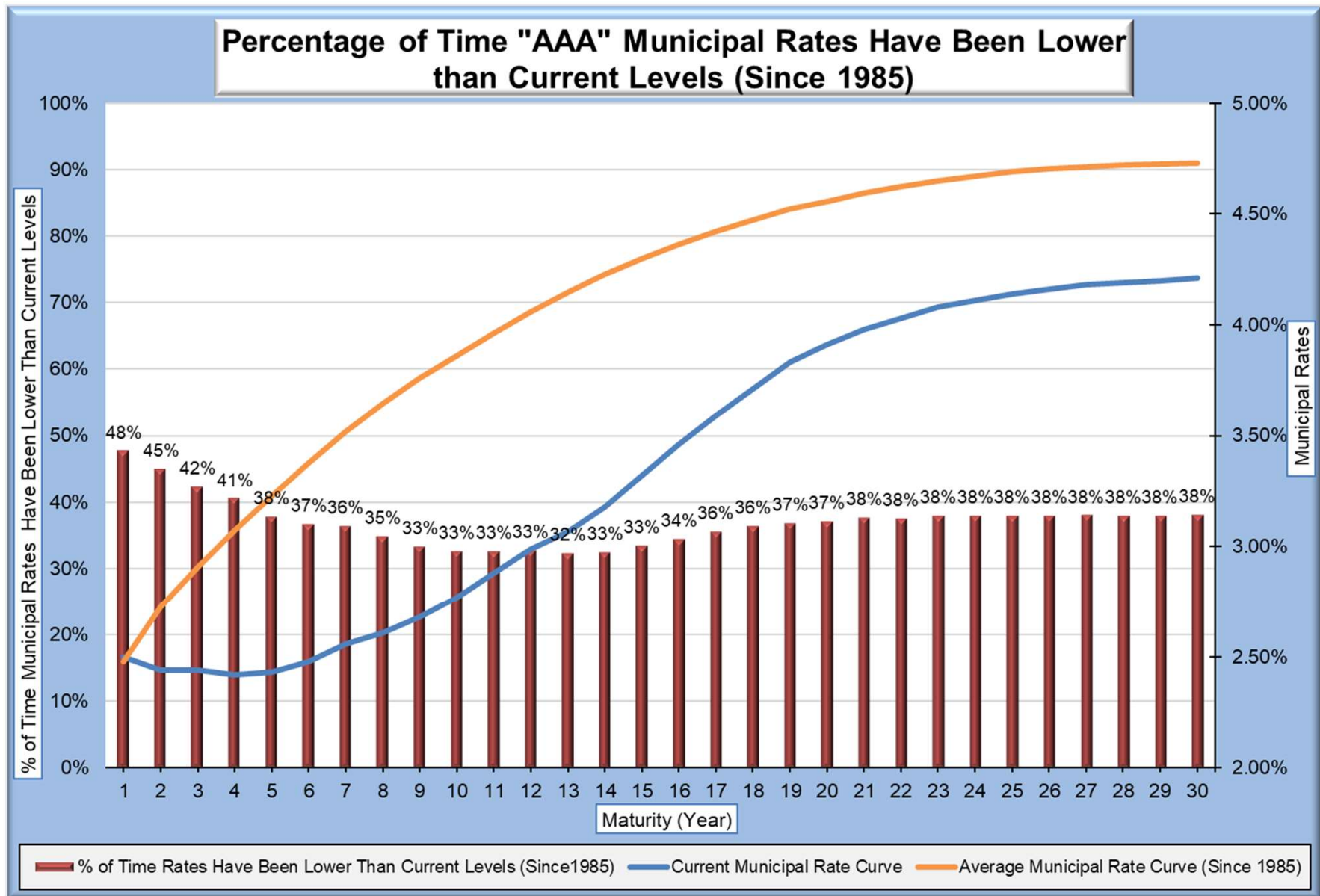


What is Municipal Debt? (cont.)

- Municipal debt can best be compared to a resident's mortgage. Most homeowners do not have the funds to pay cash for their home, so they go to a bank and get a long-term loan (i.e. a mortgage). The homeowner pays principal and interest every month until the loan is repaid.
- The interest rate on the loan determines the amount of interest the homeowner will pay over the life of the loan. For example, a 30-year mortgage for \$500,000 at 5% will cost the homeowner \$465,000 in interest. If the rate moves up 1%, then the homeowner will pay \$580,000 in interest over the life of the loan.
- Just as market conditions can raise or reduce interest rates for homeowners, the Township's short and long-term debt is impacted by changes in the municipal bond market. As rates climb, the Township's debt service expense will increase and will generally be passed along to the taxpayer.
- Due to the size and credit rating of municipal entities, municipal bond rates are generally lower than those of a resident. For example, a 30-year mortgage rate is currently 6.25% and a 30-year tax-exempt municipal bond rate is currently 4.25%.



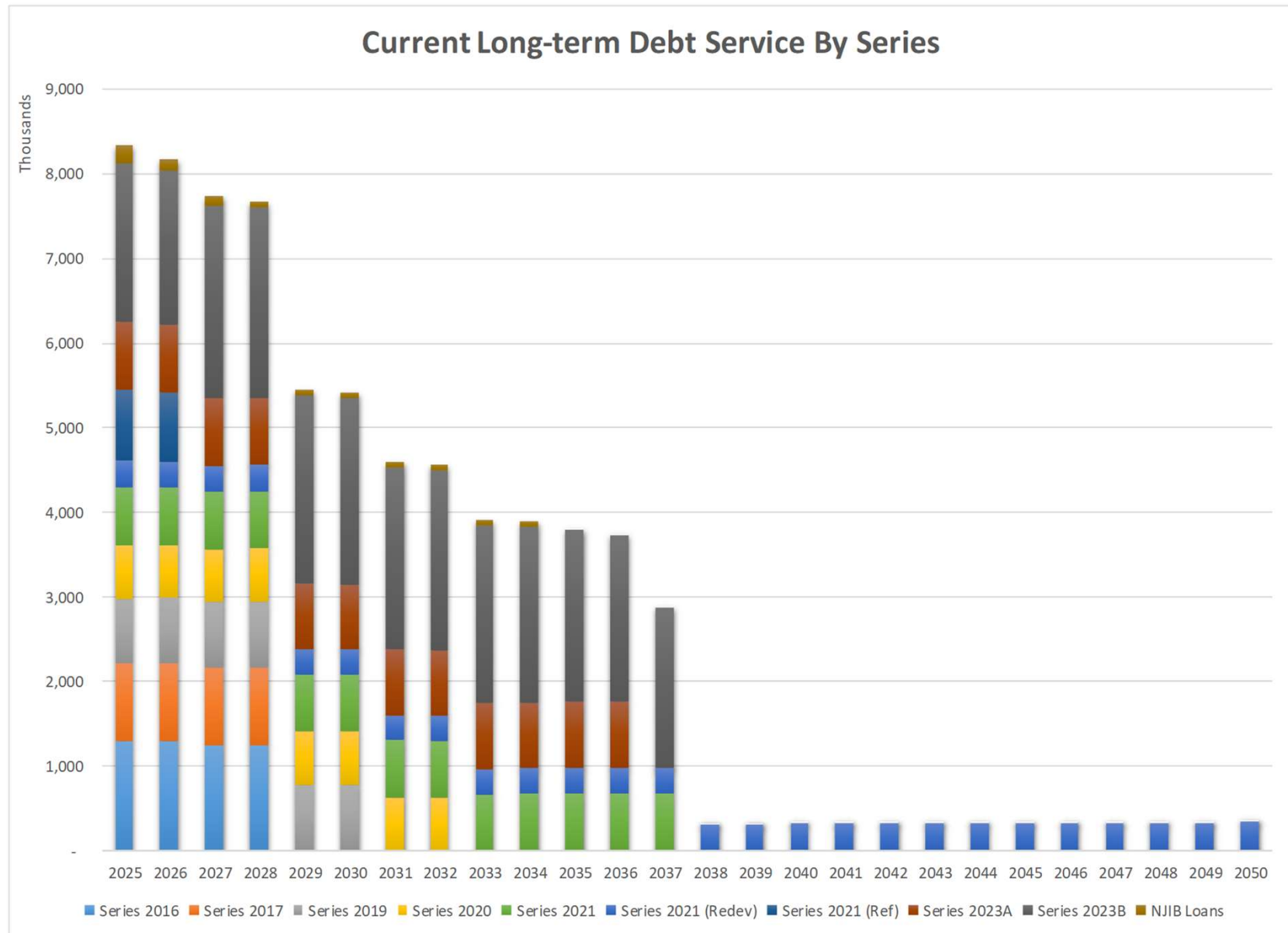
Historical Municipal Bond Rates



Current Debt Profile

- The Township's Statutory Net Debt is approximately \$170 million. This includes:
 - \$54 million of long-term, fixed rate bonds
 - \$11.4 million of bond anticipation notes ("BANs") coming due in March 2026
 - \$62.7 million of BANs coming due in November 2026
 - \$3.3 million of special emergency notes ("SENs") coming due in November 2026
 - \$38 million of authorized but not issued debt (includes JMEU authorizations)
 - \$700k of NJIB loans (JMEU)
- For 2025, debt service and deferred charges (SENs) combined for \$13.5 million, or 12.5% of the total budget.
- There are large drops in aggregate debt service in 2029 and 2038.
- The Township's current bond rating is "AA" (3rd highest) by S&P Global and was last affirmed in October 2025. A bond rating is similar to a resident's credit score, as it impacts their cost to borrow.
- The CFO and Phoenix review the outstanding debt annually to make sure the debt is managed in the most cost-effective way possible given market conditions, future debt authorizations, budgetary concerns and current capital needs.

Outstanding Bonded Debt Service by Series



- (1) Excludes special assessment bonds, authorized but not issued debt, short-term debt (BANs) and deferred charges (SENs).
 (2) Long-term bonds may be refinanced from time-to-time based on market conditions and redemption provisions.

Future Debt & Capital Discussion

- The Township Council and CFO have expressed a desire to begin to transition to an annual pay-go capital plan funded by the budget in lieu of borrowing short and long-term debt.
- The Township expects to receive \$6.3 million in green acres grants (Rock Spring) and \$10.8 million from the sale of land (55 Lakeside). These funds will be used towards the repayment of debt.
- The CFO has identified approximately \$22.8 million of authorized but not issued bond ordinances that will also need to be funded over the next two (2) years, as the projects are ongoing and will require cash to fund them.
 - This excludes approximately \$15 million of JMEU authorizations that may not need to be funded by the Township.
- Based on the Township's outstanding long-term debt, a bond issuance between 2026-2028 would be the best time to permanently finance the debt, assuming favorable market conditions.

Proposed Debt & Capital Plan

- The proposed debt plan targets an annual pay-go capital program of \$5.5 million per year (\$5 million capital and \$500k special emergencies), which is expected to be 100% funded by the budget by 2038 with 2% annual increases to debt service in the interim.
- For 2025, we included \$6.7 million of new debt authorization (ordinance 2915-25) and \$800,000 of special emergencies.
- From 2026 to 2036, new annual capital needs of \$5.5 million would be funded by a mix of debt authorizations, special emergencies and pay-go capital.
- In addition, approximately \$22.8 million of authorized but not issued bond ordinances will be funded over the next two (2) years by debt issuance.
- The proposed future debt issuances include:
 - Roll existing notes to 2028
 - Issue new notes in 2025-2036 to finance "Expected New Debt"
 - Issue \$81.4 million bonds between 2026-2028 to finance all outstanding notes
 - Roll new notes to 2037
 - Issue \$14.6 million bonds in 2037 to finance all outstanding notes
 - Roll SENs with mandatory pay downs and annual new money as shown above
 - Full migration to pay-go capital funding beginning 2038

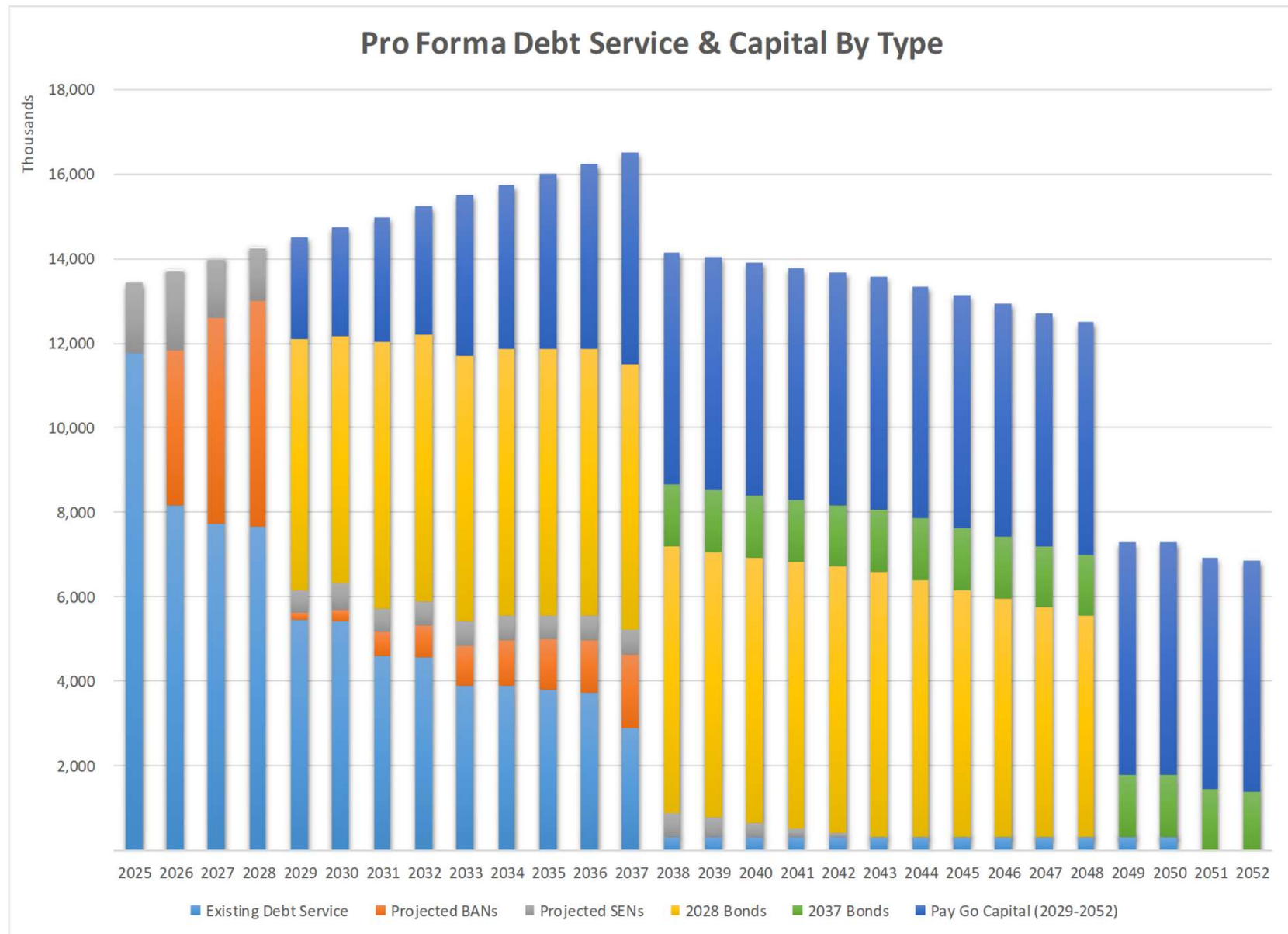


Aggregate Debt & Capital Projections

PROJECTED AGGREGATE DEBT SERVICE & CAPITAL									
INCLUDES EXISTING BONDS, LOANS & NOTES AND \$5.5M ANNUAL CAPITAL PROGRAM									
FY Ending 12/31	Existing Debt Service	New Bonds, Notes & Deferred Charges			Aggregate Debt Service	Outstanding Principal Amount	Annual Pay-Go Capital	Pay-go Capital + Annual Debt Service	Percentage Increase
		Principal	Interest	Total Debt Service					
2025	13,450,810				13,450,810	139,022,466		13,450,810	
2026	8,169,835	3,517,226	2,018,554	5,535,780	13,705,615	149,540,083		13,705,615	1.9%
2027	7,736,739	3,589,000	2,649,660	6,238,660	13,975,399	145,300,174		13,975,399	2.0%
2028	7,668,173	3,455,500	3,122,973	6,578,473	14,246,646	123,910,799		14,246,646	1.9%
2029	5,457,648	2,960,000	3,694,200	6,654,200	12,111,848	119,815,525	2,375,000	14,486,848	1.7%
2030	5,413,373	3,060,000	3,698,125	6,758,125	12,171,498	115,339,251	2,550,000	14,721,498	1.6%
2031	4,605,778	3,718,000	3,703,563	7,421,563	12,027,341	110,460,977	2,950,000	14,977,341	1.7%
2032	4,569,078	3,939,000	3,678,168	7,617,168	12,186,246	105,160,702	3,050,000	15,236,246	1.7%
2033	3,906,417	4,159,000	3,648,515	7,807,515	11,713,932	99,436,351	3,775,000	15,488,932	1.7%
2034	3,896,292	4,370,000	3,585,105	7,955,105	11,851,397	93,261,000	3,900,000	15,751,397	1.7%
2035	3,803,254	4,583,000	3,469,080	8,052,080	11,855,334	86,598,000	4,150,000	16,005,334	1.6%
2036	3,738,032	4,781,000	3,332,583	8,113,583	11,851,614	79,437,000	4,400,000	16,251,614	1.5%
2037	2,879,335	5,450,000	3,176,313	8,626,313	11,505,648	71,760,000	5,000,000	16,505,648	1.6%
2038	310,520	5,230,000	3,109,125	8,339,125	8,649,645	66,315,000	5,500,000	14,149,645	-14.3%
2039	315,020	5,335,000	2,869,913	8,204,913	8,519,933	60,755,000	5,500,000	14,019,933	-0.9%
2040	319,270	5,455,000	2,627,550	8,082,550	8,401,820	55,065,000	5,500,000	13,901,820	-0.8%
2041	318,273	5,585,000	2,381,338	7,966,338	8,284,610	49,240,000	5,500,000	13,784,610	-0.8%
2042	321,775	5,720,000	2,130,850	7,850,850	8,172,625	43,270,000	5,500,000	13,672,625	-0.8%
2043	324,763	5,855,000	1,875,875	7,730,875	8,055,638	37,155,000	5,500,000	13,555,638	-0.9%
2044	327,475	5,905,000	1,616,350	7,521,350	7,848,825	30,980,000	5,500,000	13,348,825	-1.5%
2045	324,981	5,955,000	1,354,075	7,309,075	7,634,056	24,750,000	5,500,000	13,134,056	-1.6%
2046	326,925	6,005,000	1,089,050	7,094,050	7,420,975	18,460,000	5,500,000	12,920,975	-1.6%
2047	328,225	6,060,000	821,275	6,881,275	7,209,500	12,105,000	5,500,000	12,709,500	-1.6%
2048	334,150	6,120,000	550,475	6,670,475	7,004,625	5,675,000	5,500,000	12,504,625	-1.6%
2049	334,700	1,180,000	276,375	1,456,375	1,791,075	4,175,000	5,500,000	7,291,075	-41.7%
2050	334,950	1,245,000	211,475	1,456,475	1,791,425	2,600,000	5,500,000	7,291,425	0.0%
2051		1,300,000	143,000	1,443,000	1,443,000	1,300,000	5,500,000	6,943,000	-4.8%
2052		1,300,000	71,500	1,371,500	1,371,500		5,500,000	6,871,500	-1.0%
Total:	\$79,515,791	\$115,831,726	\$60,905,062	\$176,736,788	\$256,252,579		\$114,650,000	\$370,902,579	
Max Annual Debt Service:					\$14,246,646				
Avg Annual Debt Service:					\$8,992,658				

- (1) Includes all Current Fund debt including: general improvement bonds, NJIB loans, debt service on BANs for 2025 and deferred charges (SENs) for 2025. Excludes special assessment bonds debt service.
- (2) Rates assumed to increase 0.25% for bonds and notes each year. Includes voluntary principal pay downs on notes that are subject to change.
- (3) Annual pay-go capital funded as a combination of debt and cash as described herein.

Aggregate Debt & Capital Projections (cont.)



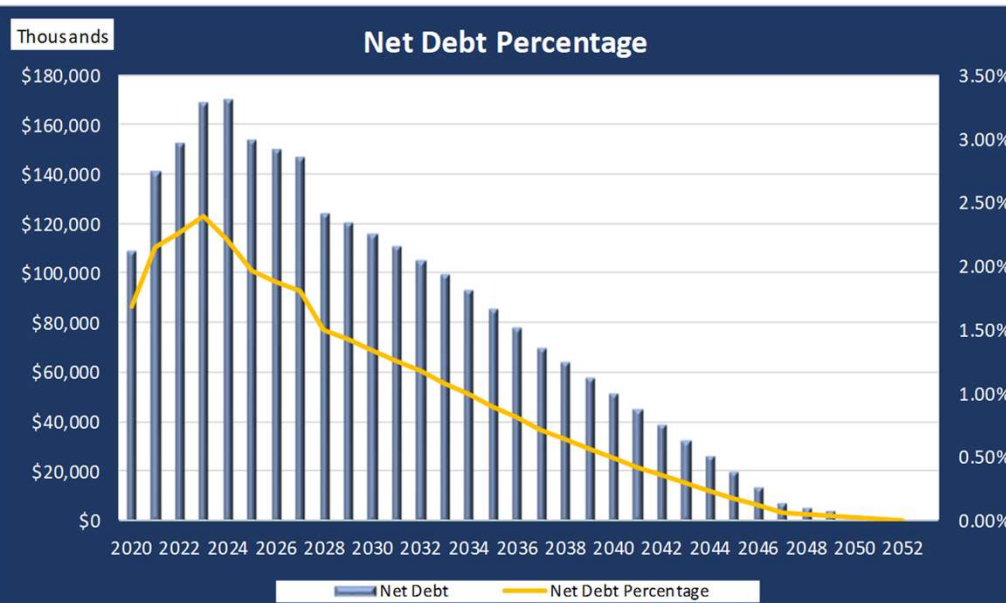
- (1) Includes all Current Fund debt including: general improvement bonds, NJIB loans, debt service on BANs for 2025 and deferred charges (SENs) for 2025. Excludes special assessment bonds debt service.
- (2) Rates assumed to increase 0.25% for bonds and notes each year. Includes voluntary principal pay downs on notes that are subject to change.
- (3) Annual pay-go capital funded as a combination of debt and cash as described herein.

Debt & Capital Amortization Summary

DEBT & CAPITAL AMORTIZATION SUMMARY										
Year	Starting Net Debt	New BAN Authorization	New SEN Authorization	Annual Pay-Go Capital	Adjustments	Principal Amortization	Ending Net Debt	Net Debt Percentage	Debt Service + Deferred Charges	Debt Service Carrying Charge
2025	170,571,638	6,700,000	800,000	-	(15,468,335)	(8,631,838)	153,971,466	1.96%	13,450,810	12.5%
2026	153,971,466	5,000,000	500,000	-	-	(9,931,383)	149,540,083	1.87%	13,705,615	12.5%
2027	149,540,083	5,000,000	500,000	-	-	(9,739,909)	145,300,174	1.78%	13,975,399	12.5%
2028	145,300,174	5,000,000	500,000	-	(17,133,600)	(9,755,774)	123,910,799	1.49%	14,246,646	12.5%
2029	123,910,799	2,625,000	500,000	2,375,000	-	(7,220,274)	119,815,525	1.41%	12,111,848	10.4%
2030	119,815,525	2,450,000	500,000	2,550,000	-	(7,426,274)	115,339,251	1.33%	12,171,498	10.2%
2031	115,339,251	2,050,000	500,000	2,950,000	-	(7,428,274)	110,460,977	1.25%	12,027,341	9.9%
2032	110,460,977	1,950,000	500,000	3,050,000	-	(7,750,274)	105,160,702	1.16%	12,186,246	9.8%
2033	105,160,702	1,225,000	500,000	3,775,000	-	(7,449,351)	99,436,351	1.08%	11,713,932	9.3%
2034	99,436,351	1,100,000	500,000	3,900,000	-	(7,775,351)	93,261,000	0.99%	11,851,397	9.2%
2035	93,261,000	850,000	500,000	4,150,000	-	(8,013,000)	86,598,000	0.90%	11,855,334	9.0%
2036	86,598,000	600,000	500,000	4,400,000	-	(8,261,000)	79,437,000	0.81%	11,851,614	8.8%
2037	79,437,000	-	500,000	5,000,000	-	(8,177,000)	71,760,000	0.72%	11,505,648	8.4%
2038	71,760,000	-	-	5,500,000	-	(5,445,000)	66,315,000	0.65%	8,649,645	6.2%
2039	66,315,000	-	-	5,500,000	-	(5,560,000)	60,755,000	0.59%	8,519,933	6.0%
2040	60,755,000	-	-	5,500,000	-	(5,690,000)	55,065,000	0.52%	8,401,820	5.8%
2041	55,065,000	-	-	5,500,000	-	(5,825,000)	49,240,000	0.46%	8,284,610	5.6%
2042	49,240,000	-	-	5,500,000	-	(5,970,000)	43,270,000	0.39%	8,172,625	5.4%
2043	43,270,000	-	-	5,500,000	-	(6,115,000)	37,155,000	0.33%	8,055,638	5.2%
2044	37,155,000	-	-	5,500,000	-	(6,175,000)	30,980,000	0.27%	7,848,825	5.0%
2045	30,980,000	-	-	5,500,000	-	(6,230,000)	24,750,000	0.21%	7,634,056	4.8%
2046	24,750,000	-	-	5,500,000	-	(6,290,000)	18,460,000	0.15%	7,420,975	4.5%
2047	18,460,000	-	-	5,500,000	-	(6,355,000)	12,105,000	0.10%	7,209,500	4.3%
2048	12,105,000	-	-	5,500,000	-	(6,430,000)	5,675,000	0.05%	7,004,625	4.1%
2049	5,675,000	-	-	5,500,000	-	(1,500,000)	4,175,000	0.03%	1,791,075	1.0%
2050	4,175,000	-	-	5,500,000	-	(1,575,000)	2,600,000	0.02%	1,791,425	1.0%
2051	2,600,000	-	-	5,500,000	-	(1,300,000)	1,300,000	0.01%	1,443,000	0.8%
2052	1,300,000	-	-	5,500,000	-	(1,300,000)	0	0.00%	1,371,500	0.7%

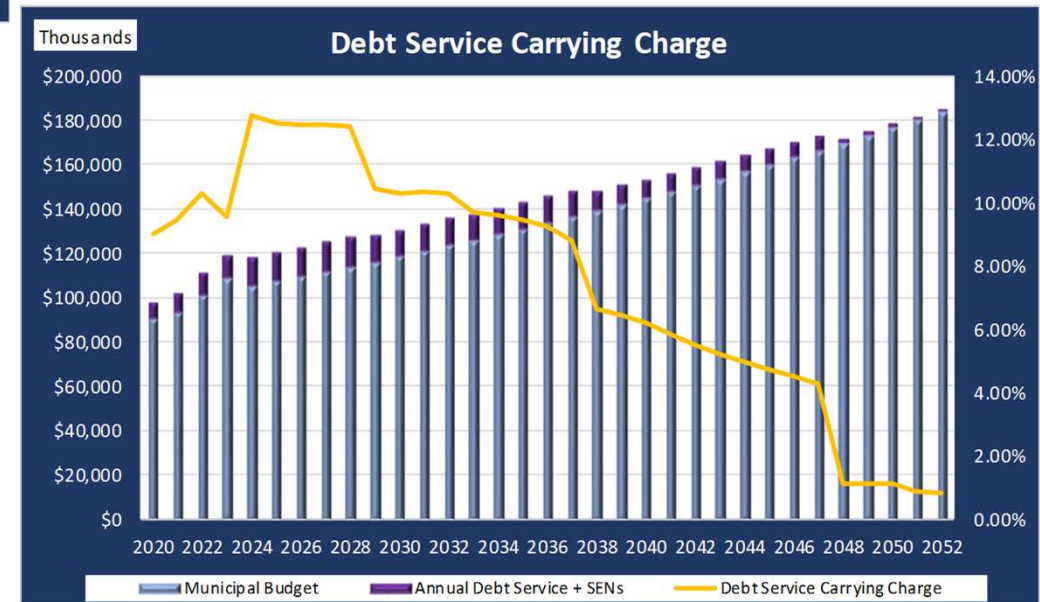
(1) Adjustments include: (i) the removal of \$15.5 million of authorized but not issued debt in 2025 to better reflect the Township's actual debt profile; and (ii) assume ordinance 2651-21 is reduced by \$10.8 million from sale proceeds in 2028 (55 Lakeside) and ordinance 2564-19 is reduced by \$6.3 million from green acres grant funds in 2028 (Rock Spring).

Financial Debt Metrics



- Net debt is limited to 3.5% of the equalized valuation basis per State statute.
- As of 2024, net debt was \$171 million or 2.2%.
- Net debt has increased by 56% over the last five (5) years.

- Debt service is typically +/- 10% of the municipal budget for NJ municipalities.
- In 2025, the Township's debt service (including deferred charges/SENs) was 12.5% of budget.
- Annual debt service has increased from \$8 million in 2020 to \$13.5 million in 2025.



**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	1	Beginning 92 feet north of the northerly curb line of White Street extended, and extending 20 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	1	Beginning 69 feet east of the easterly curb line of Midro Way, extended and extending 20 feet east.

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

SUSAN SCARPA, COUNCIL PRESIDENT

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

INTRODUCED: January 6, 2026

ADOPTED: January 20, 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

SUSAN SCARPA, COUNCIL PRESIDENT

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

INTRODUCED: January 6, 2026

ADOPTED: January 20, 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 ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, ARTICLE 2 SUBSECTION 7-37.1 REGULATION FOR THE MOVEMENT AND PARKING ON MUNICIPAL AND BOARD OF EDUCATION PROPERTY OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey as follows:

Section 1. Subsection 7-37.1, Regulation for the Movement and Parking of Traffic on Municipal and Board of Education Property, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion*, bold type denotes addition):

c. No Person shall park a vehicle during the designated hours in the following non-permit or non-metered Municipal Property or Parking Yard:

<u>PROPERTY LOCATION</u>	<u>BLOCK</u>	<u>LOT</u>	<u>HOURS</u>
Township Dog Park	155	42.04	10 P.M.-6 A.M.

(Executive Drive)

d. No Person shall park a vehicle when roads are snow covered in the following non-permit or non-metered Municipal Property or Parking Yard:

<u>PROPERTY LOCATION</u>	<u>BLOCK</u>	<u>LOT</u>
Township Dog Park	155	42.04

(Executive Drive)

Section 2. If any provisions of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application and to this end, the provisions of this Ordinance are severable.

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

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law.

SUSAN MCCARTNEY, MAYOR

SUSAN SCARPA, COUNCIL PRESIDENT

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

INTRODUCED: January 20, 2026

ADOPTED: February 10, 2026

LEGISLATIVE HISTORY

This Ordinance amends Chapter 7-37.1, the Regulation for the Movement and Parking of Traffic on Municipal and Board of Education Property, to add new sections to the ordinance regulating overnight parking by residents in Non-Metered or Non-Permitted Municipal Properties. Additionally, this ordinance will prohibit parking when snow covered to facilitate plowing operations.

Specifically, this amendment targets use of the Township's Dog Park parking lot, but can be tailored for future regulation of additional Municipal Properties.

**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.

<u>Residence Address</u>	<u>No. of Spaces</u>	<u>Location</u>
<i>160 South Valley Road</i>	<i>1</i>	<i>East side. Beginning 153 feet north of the northerly curbline of Meeker Street extended, and extending 20 feet north</i>
148 Chestnut Street	1	Beginning 132 feet east of the easterly curb line of Harrison Avenue extended, and extending 20 feet east.

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. All other ordinances in conflict or inconsistent with this ordinance are hereby repealed, to the extent of such conflict or inconsistency. In the event of any inconsistencies between the

provisions of this Ordinance and any prior ordinance of the Township, the provisions are hereof shall be determined to govern. All other parts, portions, and provisions of the Ordinances of the Township are hereby ratified and confirmed, except where inconsistent with the terms hereof.

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law and upon the approval of the New Jersey Department of Transportation if required.

SUSAN MCCARTNEY, MAYOR

SUSAN SCARPA, COUNCIL PRESIDENT

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

INTRODUCED: January 20, 2026

ADOPTED: February 10, 2026

LEGISLATIVE HISTORY

A Restricted Parking Stall will be established in front of 148 Chestnut Street for the exclusive use of the resident who is in possession of a NJMVC Disability ID and Parking Placard. This Stall was requested by the resident and is 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. Additionally, a Restricted Parking Stall at 160 South Valley Road will be eliminated at the request of the permittee's family because it is no longer needed.

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTIONS 7-7.3 TEMPORARY PARKING PROHIBITION FOR SNOW PLOWING AND REMOVAL, AND 7-14.1c NIGHT PARKING RESTRICTED, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex,

State of New Jersey as follows:

Section 1. Subsection 7-7.3 Temporary Parking Prohibition for Snow Plowing and Removal, 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>Days</u>	<u>Location</u>
Kenz Terrace	Both	All	Entire Length

Section 2. Subsection 7-14.1c Night Parking Restricted, 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**):

EXCEPTIONS

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Kenz Terrace	Both	Entire Length

Section 3. All other ordinances in conflict or inconsistent with this ordinance are hereby repealed, to the extent of such conflict or inconsistency. In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the Township, the provisions are hereof shall be determined to govern. All other parts, portions, and provisions of the Ordinances of the Township are hereby ratified and confirmed, except where inconsistent with the terms hereof.

Section 4. If any provisions of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application and to this end, the provisions of this Ordinance are severable.

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

SUSAN MCCARTNEY, MAYOR

SUSAN SCARPA, COUNCIL PRESIDENT

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

INTRODUCED: January 20, 2026

ADOPTED: February 10, 2026

LEGISLATIVE HISTORY

This Ordinance creates an opportunity for overnight parking on Kenz Terrace, where residents have requested on-street parking in addition to their private driveways. In addition, the ordinance requires the residents to move those vehicles as needed for the purpose of snow plowing.

**TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX,
STATE OF NEW JERSEY**

CAPITAL ORDINANCE NUMBER 2952-26

CAPITAL ORDINANCE PROVIDING FOR THE COST OF PRELIMINARY ENGINEERING EXPENSES IN CONNECTION WITH THE GREGORY AVENUE AND LOWELL AVENUE SAFE ROUTES TO SCHOOL PROJECT, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$387,047.59 THEREFOR TO PAY FOR THE COST THEREOF (WHICH AMOUNT WILL BE FUNDED BY A GRANT IN THE AMOUNT OF \$387,047.59 RECEIVED OR EXPECTED TO BE RECEIVED FROM THE NEW JERSEY DEPARTMENT OF TRANSPORTATION)

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY (a majority of the full membership thereof affirmatively concurring), AS FOLLOWS:

SECTION 1. The capital improvement and purpose described in Section 2 of this capital ordinance is hereby authorized as a general capital improvement and purpose to be undertaken by the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"). For the improvement and purpose stated in Section 2 hereof, there is hereby appropriated the principal amount of \$387,047.59, which amount will be funded by a grant received or expected to be received from the New Jersey Department of Transportation (the "Grant") and deposited in the Capital Improvement Fund or the Grant Fund of the Township.

SECTION 2. (a) The improvement and purpose hereby authorized is for the cost of preliminary engineering expenses in connection with the Gregory Avenue and Lowell Avenue Safe Routes to School Project, a federally funded program designed to increase pedestrian safety near schools to include, among other things, new sidewalks, high-visibility crosswalks, ADA curb ramps, LED stop signs and flashing beacons along Gregory Avenue and Lowell Avenue.

(b) The improvement and purpose set forth in Section 2(a) above shall also include, as applicable, all engineering, design and site work, surveying, construction management services, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, environmental testing and remediation, and also all work, tools, materials, equipment, labor and appurtenances as necessary therefor or incidental thereto.

SECTION 3. The expenditure of the Grant for the improvement and purpose set forth in Section 2(a) hereof is hereby authorized and approved.

SECTION 4. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget of the Township, as applicable. The capital budget or temporary capital budget, as applicable, of the Township is hereby amended to conform with the provisions of this capital ordinance to the extent of any inconsistency herewith. To the extent that the improvement and purpose authorized herein is inconsistent with the adopted capital budget or temporary capital budget of the Township, a revised capital budget or temporary capital budget of the Township has been filed with the Division of Local Government Services, in the Department of Community Affairs of the State of New Jersey.

SECTION 5. This capital ordinance shall take effect immediately after final adoption as described in N.J.S.A. 40:49-2 and 40:69A-181.

ADOPTED ON FIRST READING
DATED: January 20, 2026

KAREN J. CARNEVALE, Clerk
Township of West Orange

SUSAN SCARPA, Council President
Township of West Orange

ADOPTED ON SECOND READING
DATED: February 10, 2026

KAREN J. CARNEVALE, Clerk
Township of West Orange

SUSAN SCARPA, Council President
Township of West Orange

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2026.

SUSAN MCCARTNEY, Mayor
Township of West Orange

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX,
STATE OF NEW JERSEY**

PUBLIC NOTICE

NOTICE OF PENDING CAPITAL ORDINANCE AND SUMMARY

The capital ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a regular meeting of the governing body of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), on January 20, 2026. It will be further considered for final passage, after public hearing thereon, at a regular meeting of the governing body of the Township to be held on February 10, 2026 at 7:00 p.m. at the Township Municipal Building, Council Chambers, 66 Main Street, West Orange, New Jersey 07052, in said County. During the week prior to and up to and including the date of such meeting, copies of the full capital ordinance will be available at no cost and during regular business hours at the Township Clerk's office for the members of the general public who shall request the same. The summary of the terms of such capital ordinance follows:

Title:	CAPITAL ORDINANCE PROVIDING FOR THE COST OF PRELIMINARY ENGINEERING EXPENSES IN CONNECTION WITH THE GREGORY AVENUE AND LOWELL AVENUE SAFE ROUTES TO SCHOOL PROJECT, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$387,047.59 THEREFOR TO PAY FOR THE COST THEREOF (WHICH AMOUNT WILL BE FUNDED BY A GRANT IN THE AMOUNT OF \$387,047.59 RECEIVED OR EXPECTED TO BE RECEIVED FROM THE NEW JERSEY DEPARTMENT OF TRANSPORTATION)
Purpose(s):	The capital ordinance authorizes the cost of preliminary engineering expenses in connection with the Gregory Avenue and Lowell Avenue Safe Routes to School Project, a federally funded program designed to increase pedestrian safety near schools to include, among other things, new sidewalks, high-visibility crosswalks, ADA curb ramps, LED stop signs and flashing beacons along Gregory Avenue and Lowell Avenue.
Appropriation and Grant:	\$387,047.59 grant received or expected to be received from the New Jersey Department of Transportation.

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX,
STATE OF NEW JERSEY**

PUBLIC NOTICE

CAPITAL ORDINANCE – NOTICE OF FINAL ADOPTION AND SUMMARY

The capital ordinance, the summary terms of which are included herein, has been finally adopted by the governing body of the Township of West Orange, in the County of Essex, State of New Jersey (the “Township”), on February 10, 2026. Copies of the full capital ordinance are available at no cost and during regular business hours at the Township Clerk’s office for the members of the general public who request the same. The summary of the terms of such capital ordinance follows:

Title:	CAPITAL ORDINANCE PROVIDING FOR THE COST OF PRELIMINARY ENGINEERING EXPENSES IN CONNECTION WITH THE GREGORY AVENUE AND LOWELL AVENUE SAFE ROUTES TO SCHOOL PROJECT, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$387,047.59 THEREFOR TO PAY FOR THE COST THEREOF (WHICH AMOUNT WILL BE FUNDED BY A GRANT IN THE AMOUNT OF \$387,047.59 RECEIVED OR EXPECTED TO BE RECEIVED FROM THE NEW JERSEY DEPARTMENT OF TRANSPORTATION)
Purpose(s):	The capital ordinance authorizes the cost of preliminary engineering expenses in connection with the Gregory Avenue and Lowell Avenue Safe Routes to School Project, a federally funded program designed to increase pedestrian safety near schools to include, among other things, new sidewalks, high-visibility crosswalks, ADA curb ramps, LED stop signs and flashing beacons along Gregory Avenue and Lowell Avenue.
Appropriation and Grant:	\$387,047.59 grant received or expected to be received from the New Jersey Department of Transportation.

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX,
STATE OF NEW JERSEY**

CERTIFICATE OF INTRODUCTION

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a regular meeting of the governing body of the Township duly called and held on January 20, 2026 at 7:00 p.m. at the Township Municipal Building, Council Chambers, 66 Main Street, West Orange, New Jersey 07052, in said County, and that the following was the roll call:

Present:

**Councilwoman Casalino, Councilman Krakoviak, Councilwoman Rudin, Councilwoman Williams,
Council President Scarpa**

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body of the Township and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township this 11th day of February, 2026.

(SEAL)

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX,
STATE OF NEW JERSEY**

CERTIFICATE OF FINAL ADOPTION

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a regular meeting of the governing body of the Township duly called and held on February 10, 2026 at 7:00 p.m. at the Township Municipal Building, Council Chambers, 66 Main Street, West Orange, New Jersey 07052, in said County, and that the following was the roll call:

Present:

Councilwoman Casalino, Councilman Krakoviak, Councilwoman Rudin, Councilwoman Williams, Council President Scarpa

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body of the Township and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township this 25th day of February, 2026.

(SEAL)

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX,
STATE OF NEW JERSEY**

CLERK'S CERTIFICATE

I, KAREN J. CARNEVALE, DO HEREBY CERTIFY that I am the Clerk of the Township of West Orange, in the County of Essex (the "Township"), a municipal corporation organized and existing under the laws of the State of New Jersey, and that, as such, I am duly authorized to execute and deliver this certificate on behalf of the Township. In such capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the Township and the records relative to all resolutions and ordinances of the Township. The representations made herein are based upon the records of the Township. I DO HEREBY FURTHER CERTIFY THAT:

(1) Attached hereto is the capital ordinance introduced on January 20, 2026 and finally adopted on February 10, 2026 by the Township Council of the Township, and approved by the Mayor (if applicable) on February 10, 2026.

(2) After introduction, the capital ordinance was published as required by applicable law on January 22, 2026 in the West Orange Chronicle.

(3) Following the passage of the capital ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the Township at the place where public notices are customarily posted, a copy of said capital ordinance or a summary thereof and a notice that copies of the capital ordinance would be made available to the members of the general public of the Township who requested copies, up to and including the time of further consideration of the capital ordinance by the governing body of the Township. Copies of the capital ordinance were made available to all who requested same.

(4) After final passage by the Township Council of the Township, the capital ordinance was duly approved by the Mayor of the Township and duly published as required by law on February 12, 2026 in the West Orange Chronicle.

(5) The capital ordinance has not been amended, added to, altered or repealed and said capital ordinance is now in full force and effect.

(6) A certified copy of the capital ordinance and a copy of the amended capital budget form or temporary capital budget form, if applicable, have been filed with the Director of the Division of Local Government Services, in the Department of Community Affairs of the State of New Jersey.

(7) An impression of the official seal of the Township is affixed, imprinted or reproduced opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed, imprinted or reproduced the official seal of the Township as of this 13th day of February, 2026.

(SEAL)

KAREN J. CARNEVALE,
Clerk of the Township of West Orange