1. Agenda

    Documents:

        PM 10.13.26.PDF

2. Bill List

    Documents:

        10.13.26.PDF

3. Resolution(S)

3.I. 269-26

    Documents:

        269-26 RESOLUTION TO MODERNIZE NJ STATE AID FUNDING.PDF

3.II. 270-26

    Documents:

        270-26 - AUTHORIZING LICENSE AGREEMENT W-BETHANY CHURCH.PDF
        270-26 AGREEMENT - BETHANY CHURCH.PDF

3.III. 271-26

    Documents:

        271-26 RESOLUTION FOR DISCHARGE OF MORTG. - 36 ROBINSON.PDF
        271-26 DISCHARGE OF MORTGAGE - CICALESE.PDF

3.IV. 272-26

    Documents:

        272-26 REFUND RESOLUTION - WO REC DEPT. 2026 KATZ CIVIC CENTER_REDACTED.PDF

3.V. 273-26

    Documents:

        273-26 AUTH. SUBMISSION OF APPLICATION FOR NJDOT SAFE ROUTES TO SCHOOL 2027.PDF

3.VI. 274-26

    Documents:

        274-26 ACCEPTING AWARD OF 2025 FY ASSISTANCE TO FIREFIGHTERS GRANT AFG.PDF

3.VII. 275-26

Documents:

275-26 RESOLUTION FOR SHORT HILLS EMERGENCY REPAIR.PDF
275-26 AGREEMENT FOR EMERGENCY REPAIR SHORT HILLS PUMP.PDF
275-26 AIA PAYMENT APPLICATION NO. 1 - 28 SEP 2026.PDF

3.VIII. 276-26 (Used At Special Meeting (10.7.26)

3.IX. 277-26

Documents:

277-26 RESOLUTION FOR FURTHER ENCUMBRANCE - BATTAGLIA 2026.PDF

3.X. 278-26

Documents:

278-26 TAX REBATE -TAX COURT JUDGMENT.PDF
278-26 ATTACHMENT - TAX COURT JUDGMENT - 11 LONG BRANCH WAY.PDF

3.XI. 279-26

Documents:

279-26 APPROVING REDEVELOPMENT AGRMT. AND DESIGNATING REDEVELOPER.PDF
279-26 REDEVELOPMENT AGREEMENT BTWN. TOWO AND IOP (EXECUTION COPY)(96264184.3).PDF
279-26 CONCEPT PLAN - 80 MAIN STREET - REVISED 10.7.26.PDF
279-26 METES AND BOUNDS 80 MAIN STREET.PDF

3.XII. 280-26

Documents:

280-26 EXECUTIVE SESSION 10.13.26.PDF

3.XIII. 281-26

Documents:

281-26 RESOLUTION AUTH SETTLEMENT DAUGHTERS OF ISRAEL 10.13.26.PDF
281-26 DAUGHTERS OF ISRAEL - FINAL VERSION OF SETTLEMENT AGMT MJS REDLINE 10.8.26.DOC.PDF
281-26 DAUGHTERS OF ISRAEL - FINAL VERSION OF SETTLEMENT AGMT MJS CLEAN 10.8.26.PDF
281-29 EXHIBIT A - REVISED.PDF

3.XIV. 282-26

Documents:

282-26 RESOLUTION AUTHORIZING REVISED PROFESSIONAL SERVICES AGREEMENT WITH MSU.PDF
282-26 EXECUTED AGREEMENT WITH TOWNSHIP OF WEST ORANGE.PDF

3.XV. 283-26

Documents:

283-26 RESOLUTION FOR RENEWAL WEST ORANGE WELLNESS.PDF

4. Ordinance(S) On First Reading

4.I. 2991-26

Documents:

2991-26 ORDINANCE RESTRICTED PARKING ZONES 350 MAIN 82 HARRISON 15 RIDGEHURST 11 FRANKLIN 75 KIRK 090226.PDF

4.II. 2992-26

Documents:

2992-26 BOND ORD. - PURCHASE OF AFTER MARKET EQUIPMENT FOR VARIOUS VEHICLES (10.13.26).PDF

4.III. 2993-26

Documents:

2993-26 ORDINANCE AMENDING CH. 5-26 ADDING LANDSCAPE IRRIGATION CONTRACTORS.PDF

4.IV. 2994-26

Documents:

2994-26 SANITARY SEWER REPLACEMENT BOND ORDINANCE - WEST ORANGE.PDF

4.V. 2995-26

Documents:

2995-26 2026 MULTI PURPOSE BOND ORDINANCE - WEST ORANGE.PDF

4.VI. 2996-26

Documents:

2996-26 ORDINANCE AMENDING RENT CONTROL ORDINANCE.PDF

REVISED

PUBLIC MEETING AGENDA
Township of West Orange
66 Main Street – 7:00 p.m.
Tuesday, October 13, 2026 - Meeting No. 23

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

Pledge of Allegiance

1. Public Comment

2. *Consent Agenda

3. *Approval of Minutes of Previous Meeting – None

4. *Report of Township Officers – None

5. *Reading of Petitions and Communications and Bids

a. Re-Bid – Installation of Dugout Shelters

6. Bill List

7.*Resolution(s)

a. **269-26** Resolution Urging the Governor and the NJ Legislature to Adopt Permanent Reforms to Modernize and Stabilize the School Funding Reform Act (Semeraro)

b. **270-26** Resolution to Enter License Agreement Between the Township of West Orange and Bethany Evangelical Free Church for Overnight Residential Parking (Semeraro)

c. **271-26** Resolution Authorizing a Discharge of Mortgage for Property Located at 36 Robertson Road, West Orange, NJ 07052 (Semeraro)

d. **272-26** Resolution Authorizing a Refund for the Security Deposit Provided to the West Orange Recreation Department for the Rental of the Katz Civic Center, in the Amount of $125.00. (Johnson)

e. **273-26** Resolution Authorizing the Submission of an Application to the NJ Department of Transportation's Safe Routes to School Program – 2027 (Semeraro)

f. **274-26** Resolution Accepting Award of 2025 Fiscal Year Assistance to Firefighters Grant (AFG) for Personal Protective Equipment to Ensure Firefighter Safety and National Fire Protection Association Compliance (Semeraro)

g. **275-26** Resolution Authorizing an Emergency Contract with CFM Construction, Inc., 5 Bay Street, Stirling, NJ 07980 for Emergency Repair of the Short Hills Pump Station in the Amount of $880,000.00 (Carballo)

i. 276-26 (this number was used for the Executive Session on 10/13)

h. **277-26** Amending Resolution No. 68-26 Authorizing the Award of a Fair and Open Contract for Miscellaneous Financial Services to Assist the Tax and Finance Offices to Battaglia Associates for an Amount Not to Exceed $35,000.00 to Increase to a New Total Amount Not to Exceed $50,000.00 (Ditinyak)

i. **278-26** Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court of New Jersey (Longo)

j. **279-26** Resolution Designating Redeveloper and Authorizing the Execution of a Redevelopment Agreement with IOP 80 Main LLC & RM 80 Main LLC, as Tenants in Common, for the Redevelopment of the Area Known as 76-80 Main Street (Block 88, Lot 17) (Beckelman)

k. **280-26** Resolution Authorizing an Executive Session for the purpose of discussing matters 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; and for the discussion of matters which, by express provision of federal law, state statute, or rule of court, are required to be rendered confidential, specifically including: (s)-(a) **(s); Attorney/Client Privilege- An Ordinance Amending Chapter 25, Article I, Section 9.13, Of the Revised General Ordinances of the Township of West Orange Banning "Pop-up" Parties; Contract Negotiations-Specifically Resolution 244-26 Fairview Insurance Agency, LLC**

l. **281-26** Resolution Authorizing an Affordable Housing Settlement Agreement Between the Township of West Orange and Daughters of Israel, Inc., Concerning the Property Located at 1155 Pleasant Valley Way, Authorizing the Mayor and Township Clerk to Execute the Agreement, and Authorizing All Actions Reasonably Necessary to Implement the Settlement (Semeraro)

m. **282-26** Resolution Authorizing a Revised Professional Services Agreement with MSU to Utilize Additional Grant Funds Awarded by NJDOH DLPH in the Amount of $38,452.00 as Part of the Township's Local Public Health Infrastructure Grant for the Period of July 1, 2026 to November 30, 2027 (Fonzino)

n. **283-26** Resolution Authorizing the Renewal of Cannabis License for West Orange Wellness, LLC, 26 S Valley Rd, West Orange, NJ 07052 (Semeraro)

8. Ordinance(s) on Second and Final Reading - None

9. Ordinance(s) on First Reading

a. **2991-26** AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, "TRAFFIC," SECTION 32.2, "RESTRICTED PARKING ZONES," OF THE MUNICIPAL CODE OF THE TOWNSHIP OF WEST ORANGE (Semeraro) **This Ordinance amends and supplements Chapter 7 Traffic, Subsection 32.2 Restricted Parking Zones of the Revised General Ordinances. Restricted Parking Stalls will be established in front of 350 Main Street, 82 Harrison Avenue, 15 Ridgehurst Road, 11 Franklin Avenue, and 75 Kirk Street 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.**

b. **2992-26** BOND ORDINANCE PROVIDING FOR THE PURCHASE OF VARIOUS AFTERMARKET EQUIPMENT FOR VARIOUS TOWNSHIP VEHICLES, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING $440,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $419,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COSTS THEREOF (Ditinyak)

c. **2993-26** AN ORDINANCE AMENDING CHAPTER 5, ARTICLE II, SECTION 26, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE TO IMPLEMENT REQUIREMENTS AND PENALTIES FOR LANDSCAPE IRRIGATION CONTRACTORS (Semeraro)

d. **2994-26** BOND ORDINANCE PROVIDING FOR THE REPLACEMENT OF SANITARY SEWER LINES ALONG STANDISH AVENUE, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING $1,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $950,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COSTS THEREOF (Ditinyak)

e. **2995-26** BOND ORDINANCE PROVIDING FOR VARIOUS 2026 CAPITAL ACQUISITIONS AND IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY

OF ESSEX, STATE OF NEW JERSEY, APPROPRIATING $10,318,504 THEREFOR AND AUTHORIZING THE ISSUANCE OF $8,201,086 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF (Ditinyak)

f. **2996-26** AN ORDINANCE AMENDING CHAPTER 15, SECTION 15-7, EFFECTIVE DATE; TERMINATION; RENEWAL OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE RENT CONTROL (Semeraro)

10. Pending Matters/New Matters/Council Discussion

11. ABC Hearing(s) - None

12. Adjournment

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

Please click the link below to join the webinar:

ZOOM LINK:

https://us02web.zoom.us/j/83411708461?pwd=80FE3arxoMaJYWAtS5WRKN2nau6e8V.1
Webinar ID: 834 1170 8461
Passcode: 463331
Dial in: 646 931 3860

Public Comment – In Person Only

Next Meeting Date(s): Tuesday, October 27, 2026

The agenda is subject to change.

Township of West Orange

Bills List

Total: 5,572,882.71

User: liliana 10/06/2026 15:09:09

Date: 9/22/26 To 10/05/2026 Acc: 01- To 99-9999-99-9999-999 Order By :Account

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
03-2487-16-0020-	**- ORD# 2487-16 LIBRARYY RENOVATIONS**					
03-2487-16-0020-010	**- LIBRARYY RENOVATIONS LIBRARYY RENOVATIONS**					
	192139	HERBST MUSCIANO, LLC	11,482.00	#19090 RESOLUTION 167-26 PROFSSIONAL SERVICES NOT TO EXCEED	07/01/2026	00/00/0000
Total: ORD# 2487-16 LIBRARYY RENOVATIONS			**11,482.00**			
03-2584-19-0100-	**- ORD# 2584-19 Equipment**					
03-2584-19-0100-211	**- Equipment Personal Protective Equipment (PPE)**					
	192718	FIREFIGHTER ONE	295.20	INV-00603348 NEW RECRUIT OLAECHEA GEAR REVISION	12/31/2025	00/00/0000
	192718	FIREFIGHTER ONE	45.00	INV-00603348 SHIPPING	12/31/2025	00/00/0000
03-2584-19-0100-212	**- Equipment Self Cont. Breathing Apparatus (SCBA) Ha**					
	192820	SIGNS OF FIRE	95.00	#S26.0441 REFLECTIVE DECALS - SCBA - 26-01 THRU 26-10	12/31/2025	00/00/0000
	192820	SIGNS OF FIRE	8.95	#S26.0441 SHIPPING	12/31/2025	00/00/0000
	192960	NJ FIRE EQUIPMENT CO.	2,751.18	#77907 SCOTT AV3000 HT w/KEVLAR 43 STRAP HARNESS (MEDIUM)	12/31/2025	00/00/0000
Total: ORD# 2584-19 Equipment			**3,195.33**			
03-2610-20-0100-	**- ORD# 2610-20 Equipment**					
03-2610-20-0100-120	**- Equipment OSPAC IMPROVEMENTS**					
	192998	MT CONTRACTORS LLC	25,955.74	ENGINEER'S CERT NO. 6 & FINAL res 265-26 change order 1	10/05/2026	00/00/0000
Total: ORD# 2610-20 Equipment			**25,955.74**			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
03-2661-21-0200-	**- ORD# 2661-21 Indoor Facility Capital**					
03-2661-21-0200-120	**- Indoor Facility Capital Fire House Improvements**					
	191323	PAULUS, SOKOLOWSKI & SARTOR	10,500.00	#184366 FINAL ROOF INSPECTION AND CONDITION ASSESSMENT FOR FIRE BUILDINGS PER	12/31/2025	00/00/0000
Total: ORD# 2661-21 Indoor Facility Capital			**10,500.00**			
03-2662-21-0100-	**- ORD# 2662-21 Downtown Redevelopment**					
03-2662-21-0100-010	**- Downtown Redevelopment Downtown Redevelopment**					
	191789	MATRIX NEW WORLD ENGINEERING,	5,083.75	#R23-03362-1 ENVIRONMENTAL SERVICES LSRP RETENTION AND BIENNIAL CERT. REMEDIAL	12/31/2025	00/00/0000
	190878	MATRIX NEW WORLD ENGINEERING,	2,666.25	#R23-02608-10 Proposal for Env. Serv. - Long Term Monitoring Vapor Intrusion I	12/31/2025	00/00/0000
	187471	MATRIX NEW WORLD ENGINEERING,	335.00	#58354 RES 96-25 PROF SERV ENVIROMENTAL SERV 590 MT PLEASANT AVE NOT TO EXCEED	03/19/2025	00/00/0000
Total: ORD# 2662-21 Downtown Redevelopment			**8,085.00**			
03-2704-22-0200-	**- ORD# 2704-22 Indoor Facility**					
03-2704-22-0200-060	**- Indoor Facility 10 Rooney Improvements**					
	191925	HERBST MUSCIANO, LLC	19,575.00	#19089 ROOF REPLACEMENT 10 ROONEY CIRCLE PER PROPOSAL DATED 5.29.26	12/31/2025	00/00/0000
Total: ORD# 2704-22 Indoor Facility			**19,575.00**			
03-2814-23-0400-	**- ORD# 2814-23 Outdoor Facility Improvement**					
03-2814-23-0400-030	**- Outdoor Facility Improvement Engineering/DPW- Firehouse No. 1**					
	191793	MATRIX NEW WORLD ENGINEERING,	6,589.20	#R26-00974-1 415 VALLEY ROAD FIRE HOUSE NO. 1 ENVIRONMENTAL SERVICES NJDEP CAS	12/31/2025	00/00/0000
Total: ORD# 2814-23 Outdoor Facility Improvement			**6,589.20**			
03-2915-25-0500-	**- ORD# 2915-25 Streets, Roads, Sewers & Sidewalks**					
03-2915-25-0500-030	**- Streets, Roads, Sewers & Sidewalks MORRIS, SUSSEX, HUNTERDON**					

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
189521		REGGIO CONSTRUCTION, INC.	6,125.49	ENGINEER'S CERTIFICATE NO. 10 RES 222-25 NJDOT 2024-MA-00006 MORRIS RD, SUS	10/20/2025	00/00/0000
Total: ORD# 2915-25 Streets, Roads, Sewers & Sidewalks			**6,125.49**			
03-2915-25-0900- - ORD# 2915-25 Section 20 Expenses						
03-2915-25-0900-010 - Section 20 Expenses Section 20 Expenses						
192179		HERBST-MUSCIANO, LLC	16,425.00	#19091 RES 182-26 PROFESSIONAL SERV NOT TO EXCEED	07/08/2026	00/00/0000
191320		PAULUS, SOKOLOWSKI & SARTOR	7,200.00	#185578 FINAL ROOF INSPECTION AND CONDITION ASSESSMENT FOR POLICE BUILDINGS PE	12/31/2025	00/00/0000
192680		PETRY ENGINEERING LLC	9,720.00	#26-123-01 PLEASANT VALLEY WAY - BLOCK WALL REPLACEMENT PARSON DR TO RAND DR.	12/31/2025	00/00/0000
Total: ORD# 2915-25 Section 20 Expenses			**33,345.00**			
03-2953-26-0100- - ORD# 2953-26 OSPAC Improvement Project - Partially Grant Funded						
03-2953-26-0100-001 - OSPAC Improvement Project - Partially Grant Funded OSPAC Improvements						
191334		MT CONTRACTORS LLC	36,106.37	ENGINEER'S CERT. NO. 6 & FINAL RES 79-26 STRUCTURAL IMPROV AT OSPAC	04/02/2026	00/00/0000
Total: ORD# 2953-26 OSPAC Improvement Project - Partially Grant Funded			**36,106.37**			
Fund Total: 03			**160,959.13**			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
08-1920-08-0505-		**- Dedicated Revenue MISC. REVENUE ANTICIPATED**				
08-1920-08-0505-008		**- SWIM TEAM FEES SWIM TEAM FEES**				
192932		ELIZABETH BUTLER	800.00	9/1/26 swim team coach 2026 season	12/31/2025	00/00/0000
Total: Dedicated Revenue MISC. REVENUE ANTICIPATED			**800.00**			
Fund Total: 08			**800.00**			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
12-6080-00-0310- - FIRE COMPLIANCE PENALTIES DEDICATED PENALTY (FIRE SAFETY)						
12-6080-00-0310-010 - DEDICATED PENALTY (FIRE SAFETY) DEDICATED PENALTY (FIRE SAFETY)						
192959		CATHLEEN WYSOCKI	93.59	ORDER# 297495430 FIRE INSPECTOR RENEWAL	12/31/2025	00/00/0000
Total: FIRE COMPLIANCE PENALTIES DEDICATED PENALTY (FIRE SAFETY)			**93.59**			
12-6190-00-0990- - SENIOR PROGRAM SENIOR PARTIES						
12-6190-00-0990-010 - SENIOR PARTIES SENIOR PARTIES						
192798		C&C CAFE & CATERING	1,340.00	#8814 refreshments for sr picnic 09.09.2026	09/03/2026	00/00/0000
12-6190-00-0990-050 - SENIOR TRIPS SENIOR TRIPS						
192871		PIZZA FRESCA INC	344.00	9/17/2026 Museum and Luncheon Trip	12/31/2025	00/00/0000
Total: SENIOR PROGRAM SENIOR PARTIES			**1,684.00**			
12-6770-00-8000- - PROPERTY INSPECTION ESCROW PROPERTY INSPECTION ESCROW/ Name						
12-6770-00-8000-020 - Property Inspection/Mt. Pleasant Elementary School Property Inspection/Mt. Pleasant Elementary School						
192977		MATRIX NEW WORLD ENGINEERING,	5,960.00	R23-01621-3 PROFESSIONAL SERVICES - SITE INSPECTION, MT. PLEASANT ELEMENTARY S	12/31/2025	00/00/0000
Total: PROPERTY INSPECTION ESCROW PROPERTY INSPECTION ESCROW/ Name			**5,960.00**			
12-6830-00-0525- - RECREATION TRUST FUND HANDICAPPED TRUST						
12-6830-00-0525-010 - HANDICAPPED TRUST HANDICAPPED TRUST						
192966		FORTISSIMO	271.40	DELIVERY DATE: 9/28/26 refreshments oct-dec 2026 not to exceed	09/29/2026	00/00/0000
Total: RECREATION TRUST FUND HANDICAPPED TRUST			**271.40**			
12-6950-00-2560- - EXTRA DUTY SECURITY EXTRA DUTY SOLUTIONS						
12-6950-00-2560- - EXTRA DUTY SOLUTIONS EXTRA DUTY SOLUTIONS						
192929	12200813	TOWNSHIP OF WEST ORANGE	37,021.25	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
Total: EXTRA DUTY SECURITY EXTRA DUTY SOLUTIONS			**37,021.25**			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
Fund Total: 12			**45,030.24**			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
14-6040-00-0000-	**- DEVELOPER'S FEE - COAH DEVELOPER'S FEE - COAH**					
14-6040-00-0000-010	**- DEVELOPER'S FEE - COAH DEVELOPER'S FEE - COAH**					
	192954	MAJP CONTRACTING, LLC	25,000.00	WOHRP - 12 Marmon Terrace (Gromek)	12/31/2025	00/00/0000
Total: DEVELOPER'S FEE - COAH DEVELOPER'S FEE - COAH			**25,000.00**			
Fund Total: 14			**25,000.00**			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
18-6030-00-0590-		**- FEDERAL FORFEITURE**				
18-6030-00-0590-010		**- FEDERAL FORFEITURE FEDERAL FORFEITURE**				
	193004	MICHAEL PAGLUCCI	508.89	SEPTEMBER 29 & 30, 2026 TO COVER THE COST OF REIMBURSED EXPENSES WHILE ATTEND	12/31/2025	00/00/0000
Total: FEDERAL FORFEITURE			**508.89**			
Fund Total: 18			**508.89**			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
20-6800-00-7970- - DEVELOPERS ESCROW PB-24-01/West Essex Highlands LLC						
20-6800-00-7970- - PB-24-01/West Essex Highlands LLC PB-24-01/West Essex Highlands LLC						
192929	20200456	TOWNSHIP OF WEST ORANGE	350.00	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
Total: DEVELOPERS ESCROW PB-24-01/West Essex Highlands LLC			**350.00**			
20-6810-00-8120- - DEVELOPERS ESCROW ZB-24-16/81 Northfield Ave.						
20-6810-00-8120- - ZB-24-16/81 Northfield Ave. ZB-24-16/81 Northfield Ave.						
192937		SAVO, SCHALK, CORSINI, WARNER	156.00	#8571 professional serv	09/23/2026	00/00/0000
Total: DEVELOPERS ESCROW ZB-24-16/81 Northfield Ave.			**156.00**			
20-6810-00-8170- - DEVELOPERS ESCROW ZB-25-07 / Mavis Tire Supply, LLC						
20-6810-00-8170- - ZB-25-07 / Mavis Tire Supply, LLC ZB-25-07 / Mavis Tire Supply, LLC						
192937		SAVO, SCHALK, CORSINI, WARNER	390.00	#8978 professional serv	09/23/2026	00/00/0000
Total: DEVELOPERS ESCROW ZB-25-07 / Mavis Tire Supply, LLC			**390.00**			
20-6810-00-8180- - DEVELOPERS ESCROW ZB-25-08 /127 Mitchell Street LLC						
20-6810-00-8180- - ZB-25-08 /127 Mitchell Street LLC ZB-25-08 / 127 Mitchell Street LLC						
192937		SAVO, SCHALK, CORSINI, WARNER	1,150.50	#8572 professional serv	09/23/2026	00/00/0000
Total: DEVELOPERS ESCROW ZB-25-08 /127 Mitchell Street LLC			**1,150.50**			
20-6810-00-8200- - DEVELOPERS ESCROW ZB-25-10/ Seton Hall Prep						
20-6810-00-8200- - ZB-25-10/ Seton Hall Prep ZB-25-10/ Seton Hall Prep						
192963		SAVO, SCHALK, CORSINI, WARNER	39.00	#8980 PROFESSIONAL SERV	09/29/2026	00/00/0000
Total: DEVELOPERS ESCROW ZB-25-10/ Seton Hall Prep			**39.00**			
20-6810-00-8230 - DEVELOPERS ESCROW ZB-26-05 / INSTITUTE OF CHRIST THE KING SOVEREIN PRIEST						
20-6810-00-8230 - ZB-26-05 / INSTITUTE OF CHRIST THE KING SOVEREIN PRIEST ZB-26-05 / INSTITUTE OF CHRIST THE KING SOVEREIN PRIEST						
192988		CME ASSOCIATES	1,120.00	#405537 professional serv	10/01/2026	00/00/0000

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
Total: DEVELOPERS ESCROW ZB-26-05 / INSTITUTE OF CHRIST THE KING SOVEREIN PRIEST			**1,120.00**			
20-6830-00-0000-		**- DEVELOPERS ESCROW MDGA-WO REDEVELOPMENT LLC**				
20-6830-00-0000-020		**- IOP Property Management LLC IOP Property Management LLC**				
192098	2088	HEYER, GRUEL & ASSOC, P.A.	-12,632.50	#45456 #45265 #45652 professional serv	06/26/2026	09/30/2026
192098	2155	HEYER, GRUEL & ASSOC, P.A.	8,595.00	45456 professional serv	06/26/2026	09/30/2026
192098	2156	HEYER, GRUEL & ASSOC, P.A.	2,265.00	45265 professional serv	06/26/2026	09/30/2026
192098	2157	HEYER, GRUEL & ASSOC, P.A.	1,772.50	45652 professional serv	06/26/2026	09/30/2026
192724	2127	HEYER, GRUEL & ASSOC, P.A.	-1,772.50	#45652 professional serv	08/26/2026	09/30/2026
192973		HEYER, GRUEL & ASSOC, P.A.	850.00	#45852 July Professional serv	09/30/2026	00/00/0000
193001		WILENTZ, GOLDMAN & SPITEZER	103.50	#40919412 professional serv 80 main st august 2026	10/05/2026	00/00/0000
Total: DEVELOPERS ESCROW MDGA-WO REDEVELOPMENT LLC			**-819.00**			
Fund Total: 20			**2,386.50**			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
22-2010-00-6690-		**- EXPENDITURE CONTROL EXPENDITURE CONTROL**				
22-2010-00-6690-010		**- BUDGET APPROPRIATION RECEIVED BUDGET APPROPRIATION RECEIVED**				
192970	22200072	CLAIMS RESOLUTION CORPORATION	1,131.35	ROLLUPS/CLAIMS 09/28/2026	09/29/2026	09/29/2026
Total: EXPENDITURE CONTROL EXPENDITURE CONTROL			**1,131.35**			
Fund Total: 22			**1,131.35**			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
32-2010-00-1000- - EXPENDITURE CONTROL EXPENDITURE CONTROL						
32-2010-00-1000-010 - PAYROLL DEDUCTIONS PAYROLL DEDUCTIONS						
192929	32200078	TOWNSHIP OF WEST ORANGE	528.44	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
192930	32200079	TOWNSHIP OF WEST ORANGE	269.81	GROSS PAY - PR20 HOURLY	09/22/2026	09/25/2026
Total: EXPENDITURE CONTROL EXPENDITURE CONTROL			**798.25**			
Fund Total: 32			**798.25**			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
42-2020-00-0000- - SECTION 8 RESERVES SECTION 8 RESERVES						
42-2020-00-0000-342 - OTHER EXPENSES OTHER EXPENSES						
	191947	MANAGEMENT COMPUTER SERVICE IN	75.00	AUGUST 2026 PIC MONTHLY SUBMISSION FEE	12/31/2025	00/00/0000
Total: SECTION 8 RESERVES SECTION 8 RESERVES			**75.00**			
Fund Total: 42			**75.00**			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
63-2010-00-6690- - EXPENDITURE CONTROL EXPENDITURE CONTROL						
63-2010-00-6690- - EXPENDITURE CONTROL HEALTH BENEIFT CLAIMS - IDA						
192950	63200084	MERITAIN HEALTH	377,713.40	09-22-2026 CLAIMS	09/28/2026	09/28/2026
193000	63200085	MERITAIN HEALTH	250,870.21	09-29-2026 CLAIMS	10/05/2026	10/05/2026
Total: EXPENDITURE CONTROL EXPENDITURE CONTROL			**628,583.61**			
Fund Total: 63			**628,583.61**			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
91-1603- - -	**- INTERFUND CAPITAL FUND INTERFUND CAPITAL FUND**					
91-1603- - -	**- INTERFUND CAPITAL FUND INTERFUND CAPITAL FUND**					
192990	91201821	TOWNSHIP OF WEST ORANGE	732,988.52	INTERFUND TRANSFER FUNDING SEP 21 2026 CHECK REGISTER	10/02/2026	10/02/2026
Total: INTERFUND CAPITAL FUND INTERFUND CAPITAL FUND			**732,988.52**			
91-2010-00-1001-	**- BUDGET MAYOR S&W**					
91-2010-00-1001-010	**- MAYOR S&W SALARIES & WAGES-MAYOR**					
192929	91201784	TOWNSHIP OF WEST ORANGE	3,780.92	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
91-2010-00-1001-100	**- MAYOR S&W Overtime**					
192929	91201784	TOWNSHIP OF WEST ORANGE	734.30	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
Total: BUDGET MAYOR S&W			**4,515.22**			
91-2010-00-1201-	**- BUDGET TOWN COUNCIL S&W**					
91-2010-00-1201-010	**- TOWN COUNCIL S&W SALARIES & WAGES-TOWN COUNCIL**					
192929	91201784	TOWNSHIP OF WEST ORANGE	2,401.35	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
Total: BUDGET TOWN COUNCIL S&W			**2,401.35**			
91-2010-00-1203-	**- BUDGET TOWN COUNCIL O/E**					
91-2010-00-1203-032	**- TOWN COUNCIL O/E ADVERTISING**					
192953		COLUMN SOFTWARE PBC	62.73	#CIU9CU7X-0034 BiMonthly Ad - September 2026	12/31/2025	00/00/0000
91-2010-00-1203-092	**- TOWN COUNCIL O/E TAPING-COUNCIL MEETINGS**					
190916		JOSEPH FAGAN	540.00	9/15/26 + 1HR OT zoom moderator 2026	02/27/2026	00/00/0000
190916		JOSEPH FAGAN	475.00	9/29/26 zoom moderator 2026	02/27/2026	00/00/0000
Total: BUDGET TOWN COUNCIL O/E			**1,077.73**			
91-2010-00-1402-	**- BUDGET TOWNSHIP LITIGATION O/E**					
91-2010-00-1402-060	**- TOWNSHIP LITIGATION O/E LITIGATION GENERAL**					
192936		SAVO, SCHALK, CORSINI, WARNER	1,521.00	#8569, 8974, 8568 professional serv	09/23/2026	00/00/0000

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
192961		KYLE MCMANUS ASSOCIATES, LLC	2,275.00	#9039 sept 2026 adjudicator	09/28/2026	00/00/0000
192996		CLEARY GIACOBBE ALFIERI & JACOBS, LLC	1,295.00	#167366 res 261-26 professional serv not to exceed	10/05/2026	00/00/0000
193010		SOUDER LAW GROUP LLP	697.50	#9779 Sept 2026 professional serv	10/06/2026	00/00/0000
Total: BUDGET TOWNSHIP LITIGATION O/E			**5,788.50**			
91-2010-00-1501- - BUDGET TOWNSHIP CLERK S&W						
91-2010-00-1501-010 - TOWNSHIP CLERK S&W SALARIES & WAGES						
192929	91201784	TOWNSHIP OF WEST ORANGE	9,781.33	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
Total: BUDGET TOWNSHIP CLERK S&W			**9,781.33**			
91-2010-00-1702- - BUDGET LEGAL SERVICES O/E						
91-2010-00-1702-020 - LEGAL SERVICES O/E MUNICIPAL PROSECUTOR (104 SESSIONS)						
191070		FRIEND & WENZEL, LLC	8,000.00	#718 RESOLUTION 85-26 MUNICIPAL PROSECUTOR NOT TO EXCEED $48,000.00 JANUARY PA	03/12/2026	00/00/0000
Total: BUDGET LEGAL SERVICES O/E			**8,000.00**			
91-2010-00-1912- - BUDGET BOARD OF ADJUSTMENT O/E						
91-2010-00-1912-110 - BOARD OF ADJUSTMENT O/E OFFICE SUPPLIES						
192916		STAPLES BUSINESS ADVANTAGE	22.00	#6074926648 IItem #24663644 Monthly Desk Calendar	12/31/2025	00/00/0000
Total: BUDGET BOARD OF ADJUSTMENT O/E			**22.00**			
91-2010-00-1941- - BUDGET MUNICIPAL COURT S&W						
91-2010-00-1941-010 - MUNICIPAL COURT S&W SALARIES AND WAGES						
192929	91201784	TOWNSHIP OF WEST ORANGE	16,453.36	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
91-2010-00-1941-100 - MUNICIPAL COURT S&W Overtime						
192929	91201784	TOWNSHIP OF WEST ORANGE	840.79	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
Total: BUDGET MUNICIPAL COURT S&W			**17,294.15**			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
91-2010-00-1942- - BUDGET MUNICIPAL COURT S&W						
91-2010-00-1942-090 - MUNICIPAL COURT O/E PROFESSIONAL SERVICES						
192111	26000997	LEGAL INTERPRETERS LLC	-330.00	#429139 5/21/2026 spanish	12/31/2025	09/23/2026
192111	26001592	LEGAL INTERPRETERS LLC	330.00	#429139 5/21/2026 spanish	12/31/2025	09/23/2026
192111	26000997	LEGAL INTERPRETERS LLC	-330.00	#429101 5/7 spanish	12/31/2025	09/23/2026
192111	26001592	LEGAL INTERPRETERS LLC	330.00	#429101 5/7 spanish	12/31/2025	09/23/2026
192111	26000997	LEGAL INTERPRETERS LLC	-440.00	#429094 5/5 spanish	12/31/2025	09/23/2026
192111	26001592	LEGAL INTERPRETERS LLC	440.00	#429094 5/5 spanish	12/31/2025	09/23/2026
192570	26001372	LEGAL INTERPRETERS LLC	-385.00	429219 7/7 spanish	12/31/2025	09/23/2026
192570	26001593	LEGAL INTERPRETERS LLC	385.00	429219 7/7 spanish	12/31/2025	09/23/2026
192570	26001372	LEGAL INTERPRETERS LLC	-330.00	429224 7/9 spanish	12/31/2025	09/23/2026
192570	26001593	LEGAL INTERPRETERS LLC	330.00	429224 7/9 spanish	12/31/2025	09/23/2026
192570	26001372	LEGAL INTERPRETERS LLC	-385.00	429252 7/21 spanish	12/31/2025	09/23/2026
192570	26001593	LEGAL INTERPRETERS LLC	385.00	429252 7/21 spanish	12/31/2025	09/23/2026
192570	26001372	LEGAL INTERPRETERS LLC	-330.00	429257 7/23 spanish	12/31/2025	09/23/2026
192570	26001593	LEGAL INTERPRETERS LLC	330.00	429257 7/23 spanish	12/31/2025	09/23/2026
192956		LEGAL INTERPRETERS LLC	330.00	#429170 6/11 spanish	12/31/2025	00/00/0000
192956		LEGAL INTERPRETERS LLC	330.00	#429280 8/4 spanish	12/31/2025	00/00/0000
192956		LEGAL INTERPRETERS LLC	330.00	#429287 8/6 spanish	12/31/2025	00/00/0000
192956		LEGAL INTERPRETERS LLC	330.00	#429318 8/18 spanish	12/31/2025	00/00/0000
192956		LEGAL INTERPRETERS LLC	385.00	#429328 8/20 spanish	12/31/2025	00/00/0000
Total: BUDGET MUNICIPAL COURT S&W			**1,705.00**			
91-2010-00-2001- - BUDGET BUSINESS ADMI S&W						
91-2010-00-2001-010 - BUSINESS ADMI S&W SALARIES & WAGES-BUSINESS ADMI						
192929	91201784	TOWNSHIP OF WEST ORANGE	13,909.99	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
Total: BUDGET BUSINESS ADMI S&W			**13,909.99**			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
91-2010-00-2002- - BUDGET BUSINESS ADMI O/E						
91-2010-00-2002-070 - BUSINESS ADMI O/E COMUNICATIONS OFFICER						
192692		JOSEPH FAGAN	3,200.00	OCTOBER 2026 communications officer 09.01.2026-12.31.2026	08/25/2026	00/00/0000
91-2010-00-2002-082 - BUSINESS ADMI O/E TOWNSHIP EMPLOYEE EDUCATION						
192212		NJ STATE LEAGUE OF	300.00	ORDER# FLL2026MNGMNTHLU0001 Management Workshop Series-Financial Management Oc	07/13/2026	00/00/0000
192741		NJ STATE LEAGUE OF	75.00	#1032431555 NJLM ANNUAL CONF 2026 FOR EMPLOYEE BADGES NOT TO EXCEED	08/28/2026	00/00/0000
192981		NJ ASSOC FOR FLOODPLAN MANAGEMENT	595.00	#421 NJAFM 21ST ANNUAL CONF 10.20.26-10.22.26 THOMAS BIONDI JR	10/01/2026	00/00/0000
91-2010-00-2002-091 - BUSINESS ADMI O/E GRANT CONSULTANTS						
192935		MILLENNIUM STRATEGIES, LLC	3,900.00	#21787 sept 2026 grant writer services	09/23/2026	00/00/0000
Total: BUDGET BUSINESS ADMI O/E			**8,070.00**			
91-2010-00-2201- - BUDGET PURCHASING S&W						
91-2010-00-2201-010 - PURCHASING S&W SALARIES & WAGES-PURCHASING						
192929	91201784	TOWNSHIP OF WEST ORANGE	5,390.58	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
Total: BUDGET PURCHASING S&W			**5,390.58**			
91-2010-00-2301- - BUDGET CENTRAL PRINT S&W						
91-2010-00-2301-010 - CENTRAL PRINT S&W SALARIES & WAGES-CENTRAL PRINT						
192929	91201784	TOWNSHIP OF WEST ORANGE	8,571.77	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
Total: BUDGET CENTRAL PRINT S&W			**8,571.77**			
91-2010-00-2302- - BUDGET CENTRAL PRINT O/E						
91-2010-00-2302-030 - CENTRAL PRINT O/E OUTSIDE PRINTING						
192949		D & M INSTANT PRINTING	285.00	#3297 envelopes printed for tax and admin stock supplied	09/25/2026	00/00/0000
91-2010-00-2302-110 - CENTRAL PRINT O/E OFFICE SUPPLIES						

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
192859		WB MASON CO. INC.	480.00	#264405625 20 cases window envelopes blank	09/10/2026	00/00/0000
Total: BUDGET CENTRAL PRINT O/E			**765.00**			
91-2010-00-2303- - BUDGET TELEPHONE COMMUNICATIONS O/E						
91-2010-00-2303-133 - TELEPHONE COMMUNICATIONS O/E INTERNET SERVICE						
190240		COMCAST	109.52	9/15/26-10/14/26 internet various locations 2026	01/13/2026	00/00/0000
190239		VERIZON	185.88	9/13/26-10/18/26 internet various locations 2026	01/13/2026	00/00/0000
190239		VERIZON	232.64	9/11/26-10/15/26 internet various locations 2026	01/13/2026	00/00/0000
190240		COMCAST	467.65	9/15/26-10/22/26 internet various locations 2026	01/13/2026	00/00/0000
190240		COMCAST	473.75	9.22.26-10.21.26 internet various locations 2026	01/13/2026	00/00/0000
91-2010-00-2303-140 - TELEPHONE COMMUNICATIONS O/E TELEPHONE SERVICE						
190238		VERIZON	105.99	9/8/26-10/15/26 phone serv 2026	01/13/2026	00/00/0000
190367		RING CENTRAL, INC.	3,185.83	#CD_001555607 cloud phone service 2026	01/20/2026	00/00/0000
190238		VERIZON	138.19	9/20/26-10/19/26 phone serv 2026	01/13/2026	00/00/0000
91-2010-00-2303-141 - TELEPHONE COMMUNICATIONS O/E DEPARTMENTAL WIRELESS						
190789		AT&T MOBILITY	5,252.25	#09282026 CELL SERV	02/12/2026	00/00/0000
Total: BUDGET TELEPHONE COMMUNICATIONS O/E			**10,151.70**			
91-2010-00-2305- - APPROPRIATION RESERVES CENTRAL INFORMATION TECHNOLOGY O/E						
91-2010-00-2305-010 - CENTRAL INFORMATION TECHNOLOGY O/E IT SERVICES						
188062		MICROCOMPUTER CONSULTING GROUP	4,600.00	#41078 RES 137-25 IT SERVICES JULY 1, 2025 - JUNE 30, 2027	05/09/2025	00/00/0000
Total: APPROPRIATION RESERVES CENTRAL INFORMATION TECHNOLOGY O/E			**4,600.00**			
91-2010-00-2306- - APPROPRIATION RESERVES CENTRAL IT ONLINE SERVICES O/E						
91-2010-00-2306-010 - CENTRAL IT ONLINE SERVICES O/E ONLINE IT SERVICES						
191882	26001549	PASSIO TECHNOLOGIES LLC-CID253	-1,950.00	#INV-102812 quote 4931 v2 on site engineering services not to exceed	05/29/2026	09/30/2026

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
191882	26001599	PASSIO TECHNOLOGIES LLC-CID253	1,950.00	#INV-102812 quote 4931 v2 on site engineering services not to exceed	05/29/2026	09/30/2026
Total: APPROPRIATION RESERVES CENTRAL IT ONLINE SERVICES O/E			**0.00**			
91-2010-00-2308- - APPROPRIATION RESERVES CENTRAL IT FD SERVICES O/E						
91-2010-00-2308-010 - CENTRAL IT FD SERVICES O/E FIRE DEPARTMENT IT SERVICES						
192634		EASTERN COMMUNICATIONS, LTD	2,230.00	#49653 14035-4750-01	08/18/2026	00/00/0000
192634		EASTERN COMMUNICATIONS, LTD	638.40	#49653 14035-4420-01	08/18/2026	00/00/0000
192634		EASTERN COMMUNICATIONS, LTD	426.02	#49653 mc-014121-003	08/18/2026	00/00/0000
192634		EASTERN COMMUNICATIONS, LTD	380.00	#49653 14002-0174-61	08/18/2026	00/00/0000
192634		EASTERN COMMUNICATIONS, LTD	342.00	#49653 14050-6010-01	08/18/2026	00/00/0000
192634		EASTERN COMMUNICATIONS, LTD	42.56	#49653 14035-1948-30	08/18/2026	00/00/0000
192634		EASTERN COMMUNICATIONS, LTD	364.80	#49653 mc-101616-060	08/18/2026	00/00/0000
192909		AMAZON.COM	149.90	#1LHP-46WN-PMQV 5 each apple chargers not to exceed	09/18/2026	00/00/0000
Total: APPROPRIATION RESERVES CENTRAL IT FD SERVICES O/E			**4,573.68**			
91-2010-00-2309- - APPROPRIATION RESERVES CENTRAL IT NON UNIFORM SERVICES O/E						
91-2010-00-2309-010 - CENTRAL IT NON UNIFORM SERVICES O/E NON UNIFORM DEPARTMENT IT SERVICES						
192856	26001522	CATALIS PUBLIC WORKS &	-19,244.84	#308365056 Q-Alert 12/2025-11/30/2026	09/10/2026	09/25/2026
192856	26001596	CATALIS PUBLIC WORKS &	19,244.84	#308365056 Q-Alert 12/2025-11/30/2026	09/10/2026	09/25/2026
192934		FOVEONICS IMAGING TECHNOLOGIES	2,220.00	#4816 health department 10.01.26-09.30.27 document sync	09/23/2026	00/00/0000
191432	26001549	PASSIO TECHNOLOGIES LLC-CID253	-695.45	CINV-231019, CINV-231022 configuration updates reporting and data st	04/15/2026	09/30/2026
Total: APPROPRIATION RESERVES CENTRAL IT NON UNIFORM SERVICES O/E			**1,524.55**			
91-2010-00-2532- - BUDGET CENTRAL INSURANCE - HEALTH						
91-2010-00-2532-010 - CENTRAL INSURANCE - HEALTH RETIREE HB CLAIMS						

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
192950	91201816	MERITAIN HEALTH	139,371.21	09-22-2026 CLAIMS - RETIREE	09/28/2026	09/28/2026
193000	91201822	MERITAIN HEALTH	110,302.40	09-29-2026 CLAIMS - RETIREE	10/05/2026	10/05/2026
91-2010-00-2532-030		**- CENTRAL INSURANCE - HEALTH EMPLOYEE HB CLAIMS**				
192950	91201816	MERITAIN HEALTH	227,074.73	09-22-2026 CLAIMS - ACTIVE	09/28/2026	09/28/2026
193000	91201822	MERITAIN HEALTH	106,520.30	09-29-2026 CLAIMS -ACTIVE	10/05/2026	10/05/2026
91-2010-00-2532-035		**- CENTRAL INSURANCE - HEALTH EMPLOYEE ADMIN HB CLAIMS**				
192950	91201816	MERITAIN HEALTH	1,275.00	09-22-2026 CLAIMS - ADMIN FEE	09/28/2026	09/28/2026
91-2010-00-2532-038		**- CENTRAL INSURANCE - HEALTH EMPLOYEE PRESCRIPTION BENEFITS**				
192989	91201820	CVS/CAREMARK	200,000.00	FUND TRANSFER TO COVER PREESCRIPTION INVOICES	10/02/2026	10/02/2026
91-2010-00-2532-070		**- CENTRAL INSURANCE - HEALTH LIB EMPLOYEE HB - CLAIMS**				
192950	91201816	MERITAIN HEALTH	9,992.46	09-22-2026 CLAIMS - LIBRARY	09/28/2026	09/28/2026
193000	91201822	MERITAIN HEALTH	34,047.51	09-29-2026 CLAIMS - LIBRARY	10/05/2026	10/05/2026
Total: BUDGET CENTRAL INSURANCE - HEALTH			**828,583.61**			
91-2010-00-2535-		**- BUDGET CENTRAL INS - WORK-COMP**				
91-2010-00-2535-080		**- CENTRAL INS - WORK-COMP WORKERS COMPENSATION**				
192971	91201818	TOWNSHIP OF WEST ORANGE	1,131.35	INTERFUND TRANSFER TO COVER CRC 092826 CLAIM	09/29/2026	09/29/2026
Total: BUDGET CENTRAL INS - WORK-COMP			**1,131.35**			
91-2010-00-2801-		**- BUDGET COLLECTORS OF S&W**				
91-2010-00-2801-010		**- COLLECTORS OF S&W SALARIES & WAGES-COLLECTORS OF**				
192929	91201784	TOWNSHIP OF WEST ORANGE	11,751.26	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
Total: BUDGET COLLECTORS OF S&W			**11,751.26**			
91-2010-00-2802-		**- BUDGET COLLECTORS OF O/E**				
91-2010-00-2802-070		**- COLLECTORS OF O/E MISCELLANEOUS**				
191075		BATTAGLIA ASSOCIATES, LLC	4,020.00	#0722_2026_09H01 RESOLUTION 68-26 MISC FINANCIAL SERV NOT TO EXEED $35000.00 J	03/12/2026	00/00/0000

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
Total: BUDGET COLLECTORS OF O/E			**4,020.00**			
91-2010-00-2951-		**- BUDGET COMPTROLLER S&W**				
91-2010-00-2951-010		**- COMPTROLLER S&W SALARIES & WAGES-COMPTROLLER**				
192929	91201784	TOWNSHIP OF WEST ORANGE	20,578.56	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
91-2010-00-2951-100		**- COMPTROLLER S&W Overtime**				
192929	91201784	TOWNSHIP OF WEST ORANGE	409.05	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
Total: BUDGET COMPTROLLER S&W			**20,987.61**			
91-2010-00-2952-		**- BUDGET COMPTROLLER O/E**				
91-2010-00-2952-070		**- COMPTROLLER O/E MISCELLANEOUS**				
190917		VITAL RECORDS HOLDINGS, LLC	62.62	#7104369 shred it box 2026	02/27/2026	00/00/0000
Total: BUDGET COMPTROLLER O/E			**62.62**			
91-2010-00-2953-		**- BUDGET TREASURER O/E**				
91-2010-00-2953-113		**- TREASURER O/E MATERIALS & SUPPLIES**				
190411	26001598	WAGEWORKS	110.00	2026 ADMIN FEE MONTHLY	01/22/2026	09/29/2026
190411	26001600	WAGEWORKS	110.00	2026 ADMIN FEE MONTHLY-AUG INV9361233	01/22/2026	10/06/2026
Total: BUDGET TREASURER O/E			**220.00**			
91-2010-00-3001-		**- BUDGET PLANNING & DEV S&W**				
91-2010-00-3001-030		**- PLANNING & DEV S&W Hourly Pay**				
192930	91201809	TOWNSHIP OF WEST ORANGE	622.25	GROSS PAY - PR20 HOURLY	09/22/2026	09/25/2026
Total: BUDGET PLANNING & DEV S&W			**622.25**			
91-2010-00-3101-		**- BUDGET HOUSING CODE S&W**				
91-2010-00-3101-010		**- HOUSING CODE S&W SALARIES & WAGES-HOUSING CODE**				
192929	91201784	TOWNSHIP OF WEST ORANGE	33,435.41	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
91-2010-00-3101-100		**- HOUSING CODE S&W Overtime**				
192929	91201784	TOWNSHIP OF WEST ORANGE	172.59	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
Total: BUDGET HOUSING CODE S&W			**33,608.00**			
91-2010-00-3102-		**- BUDGET HOUSING CODE O/E**				
91-2010-00-3102-110		**- HOUSING CODE O/E OFFICE & FIELD EQUIPMENT (FILM**				
192916		STAPLES BUSINESS ADVANTAGE	59.80	#6074926648 Item # 24677211 At a glance 5x8 daily appointment book planner	12/31/2025	00/00/0000
Total: BUDGET HOUSING CODE O/E			**59.80**			
91-2010-00-4001-		**- BUDGET TAX ASSESSOR S&W**				
91-2010-00-4001-010		**- TAX ASSESSOR S&W SALARIES & WAGES**				
192929	91201784	TOWNSHIP OF WEST ORANGE	8,847.20	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
91-2010-00-4001-090		**- TAX ASSESSOR S&W Longevity**				
192929	91201784	TOWNSHIP OF WEST ORANGE	352.56	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
Total: BUDGET TAX ASSESSOR S&W			**9,199.76**			
91-2010-00-5001-		**- BUDGET POLICE S&W**				
91-2010-00-5001-010		**- POLICE S&W SALARIES & WAGES - POLICE**				
192929	91201784	TOWNSHIP OF WEST ORANGE	434,651.54	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
192930	91201809	TOWNSHIP OF WEST ORANGE	960.04	GROSS PAY - PR20 HOURLY	09/22/2026	09/25/2026
91-2010-00-5001-030		**- POLICE S&W S&W SPECIAL REQUESTS**				
192930	91201809	TOWNSHIP OF WEST ORANGE	28,209.24	GROSS PAY - PR20 HOURLY	09/22/2026	09/25/2026
91-2010-00-5001-050		**- POLICE S&W Holiday Pay - Uniformed Employees**				
192929	91201784	TOWNSHIP OF WEST ORANGE	28,521.36	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
192930	91201809	TOWNSHIP OF WEST ORANGE	62.61	GROSS PAY - PR20 HOURLY	09/22/2026	09/25/2026
91-2010-00-5001-060		**- POLICE S&W Detective Allowance**				
192929	91201784	TOWNSHIP OF WEST ORANGE	1,346.10	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
91-2010-00-5001-070		**- POLICE S&W Police Officer Allowance**				
192929	91201784	TOWNSHIP OF WEST ORANGE	18,654.07	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
91-2010-00-5001-080		**- POLICE S&W Administration Allowance**				
192929	91201784	TOWNSHIP OF WEST ORANGE	230.76	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
91-2010-00-5001-085		**- POLICE S&W CAPTAIN/CHIEF Allowance**				
192929	91201784	TOWNSHIP OF WEST ORANGE	673.05	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
91-2010-00-5001-090		**- POLICE S&W Longevity**				
192929	91201784	TOWNSHIP OF WEST ORANGE	2,381.69	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
192929	91201784	TOWNSHIP OF WEST ORANGE	5,584.34	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
192929	91201784	TOWNSHIP OF WEST ORANGE	3,646.40	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
192929	91201784	TOWNSHIP OF WEST ORANGE	1,020.72	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
192929	91201784	TOWNSHIP OF WEST ORANGE	5,557.11	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
91-2010-00-5001-100		**- POLICE S&W Overtime - Uniformed**				
192929	91201784	TOWNSHIP OF WEST ORANGE	47,391.54	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
91-2010-00-5001-221		**- POLICE S&W College Credit Police**				
192929	91201784	TOWNSHIP OF WEST ORANGE	999.96	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
91-2010-00-5001-990		**- POLICE S&W Non Cash Earnings**				
192929	91201784	TOWNSHIP OF WEST ORANGE	23,073.00	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
Total: BUDGET POLICE S&W			**602,963.53**			
91-2010-00-5003-		**- BUDGET POLICE O/E**				
91-2010-00-5003-083		**- POLICE O/E TRAINING COURSES & AIDS**				
192766		MORRIS COUNTY PUBLIC SAFETY TR	50.00	#36955 Driver Simulator Training, Friday, September 4, 2026 8:30 a.m., to 2:30	12/31/2025	00/00/0000
192526		MORRIS COUNTY PUBLIC SAFETY TR	25.00	#37012 Internal Affairs Police & Procedures for Sergeant Michael DelPlato to a	12/31/2025	00/00/0000
91-2010-00-5003-095		**- POLICE OE COURT SECURITY**				
191336		STERLING SECURITIES, LLC	3,855.50	#25253 RES 287-25 COURT SECURITY 03.01.26-02.28.29 WITH OPTION FOR 2 1 YEAR EX	04/02/2026	00/00/0000

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
91-2010-00-5003-111		**- POLICE O/E OFFICE SUPPLIES**				
192625	26001492	SCHWAAB	-12.50	#5115784 Name Plate Insert Black & White 2 x 8 "Sebastian deLeo	12/31/2025	09/25/2026
192625	26001492	SCHWAAB	-12.50	#5115784 Name Plate Insert Black & White 2 x 8 "Robert Krimmel&	12/31/2025	09/25/2026
192625	26001492	SCHWAAB	-12.50	#5115784 Name Plate Insert Black & White 2 x 8 "Giovanni Rodrig	12/31/2025	09/25/2026
192625	26001492	SCHWAAB	-12.50	#5115784 Name Plate Insert Black & White 2 x 8 "Connor Smeraldo	12/31/2025	09/25/2026
192625	26001492	SCHWAAB	-32.00	#5115784 2 x 8 Aluminum Desk Holder "Silver"	12/31/2025	09/25/2026
192625	26001595	SCHWAAB	12.50	#5115784 Name Plate Insert Black & White 2 x 8 "Sebastian deLeo	12/31/2025	09/25/2026
192625	26001595	SCHWAAB	12.50	#5115784 Name Plate Insert Black & White 2 x 8 "Robert Krimmel&	12/31/2025	09/25/2026
192625	26001595	SCHWAAB	12.50	#5115784 Name Plate Insert Black & White 2 x 8 "Giovanni Rodrig	12/31/2025	09/25/2026
192625	26001595	SCHWAAB	12.50	#5115784 Name Plate Insert Black & White 2 x 8 "Connor Smeraldo	12/31/2025	09/25/2026
192625	26001595	SCHWAAB	32.00	#5115784 2 x 8 Aluminum Desk Holder "Silver"	12/31/2025	09/25/2026
91-2010-00-5003-118		**- POLICE O/E TRAFFIC MARKERS (FLARES)**				
192852		STANDARD FUSEE CORPORATION	3,975.00	#00331522 Item #9340 (30-min w/stand)	12/31/2025	00/00/0000
192852		STANDARD FUSEE CORPORATION	129.00	#00331522 ADDITIONAL SERVICE FEE	12/31/2025	00/00/0000
91-2010-00-5003-119		**- POLICE O/E SAFETY EQUIPMENT (PERSONAL)**				
190266		AWISCO	123.90	#0080345490 #0080345183 TO COVER THE COST OF EXPENSES FROM JANUARY 1, 2026 - D	12/31/2025	00/00/0000
91-2010-00-5003-123		**- POLICE O/E PERSONAL EQUIPMENT**				
192495		PASSAIC LEATHER COAT, INC.	1,661.00	#123116 POLICE MOTORCYCLE LEATHER JACKET 3/4 LENGTH, OUTER BELT HOOKS, SILVER	12/31/2025	00/00/0000
91-2010-00-5003-127		**- POLICE O/E BUILDING / HOUSEHOLD**				
190194		WB MASON CO. INC.	28.98	#264602479 #264594213 TO COVER THE COST OF BOTTLE WATER FOR THE POLICE DEPARTM	12/31/2025	00/00/0000

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
190194		WB MASON CO. INC.	38.64	#264401764 TO COVER THE COST OF BOTTLE WATER FOR THE POLICE DEPARTMENT 2026	12/31/2025	00/00/0000
91-2010-00-5003-136		**- POLICE O/E COMPUTER SUPPLIES**				
192895		CDW LLC	84.70	#AL1IZ3V StarTech 6 in SATA Power Y Splitter Cable Adapter - M F - Power Split	12/31/2025	00/00/0000
192895		CDW LLC	8.47	#AL1IZ3V StarTech 0.3 m Round SATA Cable - Latching Connectors - 6Gbs SATA Cor	12/31/2025	00/00/0000
91-2010-00-5003-200		**- POLICE O/E INVESTIGATIONS**				
191487		COMCAST	121.95	OCTOBER 2026 TO COVER THE COST OF MONTHLY EXPENSES FOR THE MONTHS APRIL TO DEC	12/31/2025	00/00/0000
Total: BUDGET POLICE O/E			**10,102.14**			
91-2010-00-6001-		**- BUDGET FIRE S&W**				
91-2010-00-6001-010		**- FIRE S&W SALARIES & WAGES-FIRE**				
192929	91201784	TOWNSHIP OF WEST ORANGE	368,200.75	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
91-2010-00-6001-030		**- FIRE S&W S&W SPECIAL REQUEST**				
192930	91201809	TOWNSHIP OF WEST ORANGE	767.70	GROSS PAY - PR20 HOURLY	09/22/2026	09/25/2026
91-2010-00-6001-050		**- FIRE S&W Holiday Pay - Uniformed Employees**				
192929	91201784	TOWNSHIP OF WEST ORANGE	25,384.83	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
91-2010-00-6001-060		**- FIRE S&W INSPECTORS ALLOWANCE**				
192929	91201784	TOWNSHIP OF WEST ORANGE	403.83	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
91-2010-00-6001-080		**- FIRE S&W OFF DUTY SPECIAL EVENTS**				
192929	91201784	TOWNSHIP OF WEST ORANGE	384.60	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
91-2010-00-6001-090		**- FIRE S&W Longevity**				
192929	91201784	TOWNSHIP OF WEST ORANGE	3,416.52	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
192929	91201784	TOWNSHIP OF WEST ORANGE	1,045.18	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
192929	91201784	TOWNSHIP OF WEST ORANGE	5,146.66	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
192929	91201784	TOWNSHIP OF WEST ORANGE	1,375.33	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
192929	91201784	TOWNSHIP OF WEST ORANGE	2,594.32	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
91-2010-00-6001-100		**- FIRE S&W Overtime - Uniformed**				
192929	91201784	TOWNSHIP OF WEST ORANGE	4,625.85	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
192929	91201784	TOWNSHIP OF WEST ORANGE	59,236.98	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
91-2010-00-6001-110		**- FIRE S&W Acting Pay**				
192929	91201784	TOWNSHIP OF WEST ORANGE	2,319.51	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
91-2010-00-6001-210		**- FIRE S&W Retro Payments**				
192929	91201784	TOWNSHIP OF WEST ORANGE	5,294.64	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
Total: BUDGET FIRE S&W			**480,196.70**			
91-2010-00-6002-		**- BUDGET FIRE O/E**				
91-2010-00-6002-031		**- FIRE O/E PRINTING**				
192723		GATES FLAG & BANNER CO, INC	360.00	#228843 3x5 united states nyl flag gommetsUSN35'	08/26/2026	00/00/0000
192723		GATES FLAG & BANNER CO, INC	60.01	#228843 1 3x5 NJ nylon grommetedNJM35'	08/26/2026	00/00/0000
192723		GATES FLAG & BANNER CO, INC	162.50	#228843 3x5 custom wo fire dept nylon dig prt flg s/r heading and grommets 0we	08/26/2026	00/00/0000
91-2010-00-6002-072		**- FIRE O/E MISC MAINTENANCE & REPAIRS**				
192947		ROSSI & COMPANY	113.47	#10359844 paint for open house refresh	09/25/2026	00/00/0000
91-2010-00-6002-082		**- FIRE O/E TRAINING - EDUCATION**				
192939		LIFESAVERS, INC	292.50	#322110 admin fee	09/24/2026	00/00/0000
192948		SERGIO RIVAS	70.00	#321614 Reimburse for CPR Instructor Recertification	09/25/2026	00/00/0000
191791		MORRIS COUNTY PUBLIC SAFETY TR	9,750.00	#36548 NEW RECRUITS ACADEMY TRAINING - FF1/FF2	12/31/2025	00/00/0000
91-2010-00-6002-107		**- FIRE O/E 1ST AID EQUIPMENT**				
192691		V.E. RALPH & SON	1,473.49	#501084 #501710 medical supplies per quote 118734 bergen county coop 26-14	08/25/2026	00/00/0000
91-2010-00-6002-112		**- FIRE O/E LIFE SAVING - PROTECTIVE CLOTH**				
192182		FIREFIGHTER ONE	58,276.00	#INV-00603349 RES 176-26 PPE GEAR QUOTE SQ-00304090	07/08/2026	00/00/0000
91-2010-00-6002-117		**- FIRE O/E AIR CONDITIONER (NEW)**				

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
192046	26001037	WW GRAINGER INC	-650.72	9961223832 WINDOW AC 8000 BTU - STATION 4	12/31/2025	09/23/2026
192046	26001594	WW GRAINGER INC	650.72	9961223832 WINDOW AC 8000 BTU - STATION 4	12/31/2025	09/23/2026
192046	26001037	WW GRAINGER INC	-30.00	9961223832 SHIPPING	12/31/2025	09/23/2026
192046	26001594	WW GRAINGER INC	30.00	9961223832 SHIPPING	12/31/2025	09/23/2026
91-2010-00-6002-118		**- FIRE O/E HELMETS & ACCESSORIES**				
192649		WITMER PUBLIC SAFETY GROUP, IN	2,422.50	#INV958890 5 helmets nj state contract 20-fleet-01118	08/19/2026	00/00/0000
Total: BUDGET FIRE O/E			**72,980.47**			
91-2010-00-7001-		**- BUDGET ENGINEERING S&W**				
91-2010-00-7001-010		**- ENGINEERING S&W SALARIES & WAGES**				
192929	91201784	TOWNSHIP OF WEST ORANGE	21,503.02	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
91-2010-00-7001-030		**- ENGINEERING S&W Hourly Pay**				
192930	91201809	TOWNSHIP OF WEST ORANGE	1,378.51	GROSS PAY - PR20 HOURLY	09/22/2026	09/25/2026
91-2010-00-7001-100		**- ENGINEERING S&W Overtime**				
192929	91201784	TOWNSHIP OF WEST ORANGE	320.28	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
Total: BUDGET ENGINEERING S&W			**23,201.81**			
91-2010-00-7101-		**- BUDGET BUILDING & PROPERTY O/E**				
91-2010-00-7101-077		**- BUILDING & PROPERTY O/E MAINT. ALL BLDGS. INTERIOR & E**				
190280		WB MASON CO. INC.	67.62	#264594114 #264539930 water delivery 2026	01/15/2026	00/00/0000
190786		UTILITY PROGRAMS & METERING II	496.00	#152016 2026 sub metering 10 rooney circle	02/12/2026	00/00/0000
191256		ONE TOTAL CLEANING LLC	5,168.69	#036 RES 111-26 JANITORIAL SERVICES04.01.26-03.31.28	03/27/2026	00/00/0000
191363		THE TERMINIX INTERNATIONAL CO	142.88	#2381727 2026 exterminating 10 rooney	04/07/2026	00/00/0000
91-2010-00-7101-116		**- BUILDING & PROPERTY O/E PRIVATIZED SERVICES**				
190434		STERLING SECURITIES, LLC	5,880.00	#01OCT2026 RES 27-26 EXT OF CONTRACT FOR TOWN HALL ARMED/UNARMED SECUIRTY OFFI	01/01/2026	00/00/0000

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
191078		D'ONOFRIO & SON INC.	16,787.50	#35624 RESOLUTION 96-26 PAINT OF VARIOUS TOWNSHIP OWNED PARCELS NOT TO EXCEED	03/12/2026	00/00/0000
192168		D'ONOFRIO & SON INC.	660.00	#35623 dog park maint june thru nov 2026	07/06/2026	00/00/0000
Total: BUDGET BUILDING & PROPERTY O/E			**29,202.69**			
91-2010-00-7401-		**- BUDGET PUBLIC WORKS S&W**				
91-2010-00-7401-010		**- PUBLIC WORKS S&W ALL PW SALARIES**				
192929	91201784	TOWNSHIP OF WEST ORANGE	97,807.85	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
91-2010-00-7401-030		**- PUBLIC WORKS S&W Hourly Pay**				
192930	91201809	TOWNSHIP OF WEST ORANGE	2,290.50	GROSS PAY - PR20 HOURLY	09/22/2026	09/25/2026
91-2010-00-7401-090		**- PUBLIC WORKS S&W Longevity**				
192929	91201784	TOWNSHIP OF WEST ORANGE	2,148.24	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
91-2010-00-7401-100		**- PUBLIC WORKS S&W Overtime**				
192929	91201784	TOWNSHIP OF WEST ORANGE	8,288.75	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
Total: BUDGET PUBLIC WORKS S&W			**110,535.34**			
91-2010-00-7602-		**- BUDGET STREET REPAIR O/E**				
91-2010-00-7602-200		**- STREET REPAIR O/E STREET RESURFACING**				
192772		D & M INSTANT PRINTING	830.00	#3293 3 CASES NO PARKING SIGNS AS PER ATTACHED EMAIL QUOTE	12/31/2025	00/00/0000
Total: BUDGET STREET REPAIR O/E			**830.00**			
91-2010-00-7902-		**- BUDGET CENTRAL AUTOMOTIVE O/E**				
91-2010-00-7902-151		**- CENTRAL AUTOMOTIVE O/E AUTO PARTS**				
192773		CHERRY VALLEY TRACTOR SALES	750.00	#43418 2 titan 3 point hitch gooseneck trailer hitch as per quote dated 8/26/2	12/31/2025	00/00/0000
192982		A. LEMBO CAR & HEAVY TRUCK	5,596.25	#7666 dpw 26 repair	10/01/2026	00/00/0000
192376		A. LEMBO CAR & HEAVY TRUCK	5,017.98	#7709 RES 205-26 REPAIR OF BUSES	07/27/2026	00/00/0000
91-2010-00-7902-155		**- CENTRAL AUTOMOTIVE O/E ACCIDENT - COLLISION WORK**				

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
190601		A. LEMBO CAR & HEAVY TRUCK	5,943.68	#7643 FINAL 2026 collision repairs not to exceed without the approval of the	12/31/2025	00/00/0000
Total: BUDGET CENTRAL AUTOMOTIVE O/E			**17,307.91**			
91-2010-00-8051- - BUDGET GENERAL HEALTH SERVICES S&W						
91-2010-00-8051-010 - GENERAL HEALTH SERVICES S&W SALARIES & WAGES						
192929	91201784	TOWNSHIP OF WEST ORANGE	31,154.83	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
91-2010-00-8051-090 - GENERAL HEALTH SERVICES S&W Longevity						
192929	91201784	TOWNSHIP OF WEST ORANGE	377.81	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
91-2010-00-8051-100 - GENERAL HEALTH SERVICES S&W Overtime						
192929	91201784	TOWNSHIP OF WEST ORANGE	383.28	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
Total: BUDGET GENERAL HEALTH SERVICES S&W			**31,915.92**			
91-2010-00-8101- - BUDGET SEN CITIZEN TRANS S&W						
91-2010-00-8101-010 - SEN CITIZEN TRANS S&W SALARIES & WAGES						
192929	91201784	TOWNSHIP OF WEST ORANGE	10,300.05	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
91-2010-00-8101-030 - SENIOR BUSING S&W Hourly Pay						
192930	91201809	TOWNSHIP OF WEST ORANGE	10,389.82	GROSS PAY - PR20 HOURLY	09/22/2026	09/25/2026
91-2010-00-8101-100 - SENIOR BUSING S&W Overtime						
192929	91201784	TOWNSHIP OF WEST ORANGE	393.25	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
Total: BUDGET SEN CITIZEN TRANS S&W			**21,083.12**			
91-2010-00-8401- - BUDGET ANIMAL CONTROL S&W						
91-2010-00-8401-010 - ANIMAL CONTROL S&W SALARIES & WAGES						
192929	91201784	TOWNSHIP OF WEST ORANGE	2,795.08	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
91-2010-00-8401-100 - ANIMAL CONTROL S&W Overtime						
192929	91201784	TOWNSHIP OF WEST ORANGE	718.14	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
Total: BUDGET ANIMAL CONTROL S&W			**3,513.22**			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
91-2010-00-8601- - BUDGET SEN CITIZEN HEALTH CTR S&W						
91-2010-00-8601-010 - SEN CITIZEN HEALTH CTR S&W SALARIES & WAGES						
192929	91201784	TOWNSHIP OF WEST ORANGE	14,473.89	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
91-2010-00-8601-030 - SEN CITIZEN HEALTH CTR S&W Hourly Pay						
192930	91201809	TOWNSHIP OF WEST ORANGE	1,822.45	GROSS PAY - PR20 HOURLY	09/22/2026	09/25/2026
91-2010-00-8601-100 - SEN CITIZEN HEALTH CTR S&W Overtime						
192929	91201784	TOWNSHIP OF WEST ORANGE	297.33	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
Total: BUDGET SEN CITIZEN HEALTH CTR S&W			**16,593.67**			
91-2010-00-8762- - BUDGET RETIRED CITIZENS PROGRAM O/E						
91-2010-00-8762-070 - RETIRED CITIZENS PROGRAM O/E MISCELLANEOUS						
192942		AMAZON.COM	41.56	#1P7C-YFXN-WX1C Pedestrian Safety Workshop at WOPL on Oct. 14, 2026 raffle pri	09/24/2026	00/00/0000
91-2010-00-8762-071 - RETIRED CITIZENS PROGRAM O/E LUNCHES						
192941		FORTISSIMO	131.34	Sept. 29th, 2026 Food Intergenerational Café. Not to exceed. Final numbers to	09/24/2026	00/00/0000
91-2010-00-8762-200 - RETIRED CITIZENS PROGRAM O/E PICNIC						
192559		BPN EVENTS	450.00	Sept. 9, 2026 Senior Picnic GD Pool, DJ-	12/31/2025	00/00/0000
192623		STERLING C SAMPLE	500.00	9-9-2026 Senior Picnic Entertainment Supplement	12/31/2025	00/00/0000
91-2010-00-8762-202 - RETIRED CITIZENS PROGRAM O/E SUMMER CONCERTS						
192940		JACQUELINE JOHNSON	220.00	#001 Intergenerational Café on Sept. 29th, Entertainment	09/24/2026	00/00/0000
91-2010-00-8762-203 - RETIRED CITIZENS PROGRAM O/E NUTRITION PROGRAM						
192135		VILLAGE SUPERMARKET OF NJ	24.07	#02960337702 Shop Rite refreshments for Senior Services programming and activi	12/31/2025	00/00/0000
192135		VILLAGE SUPERMARKET OF NJ	70.16	#02960341434 Shop Rite refreshments for Senior Services programming and activi	12/31/2025	00/00/0000
192798		C&C CAFE & CATERING	1,355.00	#8814 refreshments for sr picnic 09.09.2026	09/03/2026	00/00/0000
192825		VILLAGE SUPERMARKET OF NJ	28.73	#02960182719 REFRESHMENTS FOR PROGRAMS	09/09/2026	00/00/0000
192825		VILLAGE SUPERMARKET OF NJ	75.04	#02960190635 REFRESHMENTS FOR PROGRAMS	09/09/2026	00/00/0000

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
91-2010-00-8762-204		**- RETIRED CITIZENS PROGRAM O/E NUTRITION PROGRAM**				
191957		D & M INSTANT PRINTING	250.00	OCTOBER 2026 Older Adults Monthly Calendar printing costs June -Dec 2026	12/31/2025	00/00/0000
Total: BUDGET RETIRED CITIZENS PROGRAM O/E			**3,145.90**			
91-2010-00-9101-		**- BUDGET PARKS & PLAYGROUNDS S&W**				
91-2010-00-9101-010		**- PARKS & PLAYGROUNDS S&W SALARIES & WAGES**				
192929	91201784	TOWNSHIP OF WEST ORANGE	21,603.98	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
91-2010-00-9101-030		**- PARKS & PLAYGROUNDS S&W Hourly Pay**				
192930	91201809	TOWNSHIP OF WEST ORANGE	6,060.43	GROSS PAY - PR20 HOURLY	09/22/2026	09/25/2026
91-2010-00-9101-090		**- PARKS & PLAYGROUNDS S&W Longevity**				
192929	91201784	TOWNSHIP OF WEST ORANGE	352.56	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
91-2010-00-9101-100		**- PARKS & PLAYGROUNDS S&W Overtime**				
192929	91201784	TOWNSHIP OF WEST ORANGE	2,429.00	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
Total: BUDGET PARKS & PLAYGROUNDS S&W			**30,445.97**			
91-2010-00-9102-		**- BUDGET PARKS & PLAYGROUNDS O/E**				
91-2010-00-9102-121		**- PARKS & PLAYGROUNDS O/E MATERIALS-APPARATUS**				
192801		BEN SHAFFER RECREATION INC	360.00	#BS260712RT DRAWINGS FOR DEGNAN PARK BLEACHERS	12/31/2025	00/00/0000
91-2010-00-9102-208		**- PARKS & PLAYGROUNDS O/E PROGRAMS**				
192983		TEERICO LLC	300.00	#2720 RUNNING SINGLETS	12/31/2025	00/00/0000
191395		JOHNNY ON THE SPOT, LLC	65.63	#6368010 2026 monthly service fees	12/31/2025	00/00/0000
Total: BUDGET PARKS & PLAYGROUNDS O/E			**725.63**			
91-2010-00-9302-		**- BUDGET CELECRATION OF PUBLIC EVENTS O**				
91-2010-00-9302-200		**- CELECRATION OF PUBLIC EVENTS O FOURTH OF JULY**				
192403	26001260	CARLOS H ORELLANA YANZA	-475.00	#1287 tent for july 4th event	12/31/2025	09/28/2026
192403	26001597	CARLOS H ORELLANA YANZA	475.00	#1287 tent for july 4th event	12/31/2025	09/28/2026

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
192983		TEERICO LLC	85.00	#3049 SPECIAL EVENTS BANNER	12/31/2025	00/00/0000
91-2010-00-9302-202		**- CELECRATION OF PUBLIC EVENTS O OLD TIMES DAY**				
192958		VILLAGE SUPERMARKET OF NJ	63.94	#02960695698 supplies for old timers day	12/31/2025	00/00/0000
Total: BUDGET CELECRATION OF PUBLIC EVENTS O			**148.94**			
91-2010-00-9401-		**- BUDGET CONSTRUCTION S&W**				
91-2010-00-9401-010		**- CONSTRUCTION S&W Base Salary Pay**				
192929	91201784	TOWNSHIP OF WEST ORANGE	11,382.05	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
192930	91201809	TOWNSHIP OF WEST ORANGE	9,011.07	GROSS PAY - PR20 HOURLY	09/22/2026	09/25/2026
91-2010-00-9401-100		**- CONSTRUCTION S&W Overtime**				
192929	91201784	TOWNSHIP OF WEST ORANGE	3,340.58	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
Total: BUDGET CONSTRUCTION S&W			**23,733.70**			
91-2010-00-9500-		**- BUDGET ELECTRICITY O/E**				
91-2010-00-9500-144		**- ELECTRICITY O/E ELECTRICITY BLDG & PROPERTY**				
192952		PUBLIC SERVICE ELECTRIC & GAS	63.52	PSE&G Recreation Bills: June 2026 7338889406	12/31/2025	00/00/0000
192952		PUBLIC SERVICE ELECTRIC & GAS	37.98	7338891001 June 2026	12/31/2025	00/00/0000
192952		PUBLIC SERVICE ELECTRIC & GAS	13.47	7338891206 June 2026	12/31/2025	00/00/0000
192952		PUBLIC SERVICE ELECTRIC & GAS	8.50	7338891400 June 2026	12/31/2025	00/00/0000
192952		PUBLIC SERVICE ELECTRIC & GAS	8.93	7338891508 June 2026	12/31/2025	00/00/0000
192952		PUBLIC SERVICE ELECTRIC & GAS	14.75	7338891605 June 2026	12/31/2025	00/00/0000
193006		PUBLIC SERVICE ELECTRIC & GAS	66.88	PSE&G Recreation Bills: July 2026 - 7338889406	12/31/2025	00/00/0000
193006		PUBLIC SERVICE ELECTRIC & GAS	37.98	7338891001 July 2026	12/31/2025	00/00/0000
193006		PUBLIC SERVICE ELECTRIC & GAS	13.46	7338891206 July 2026	12/31/2025	00/00/0000
193006		PUBLIC SERVICE ELECTRIC & GAS	8.50	7338891400 July 2026	12/31/2025	00/00/0000
193006		PUBLIC SERVICE ELECTRIC & GAS	9.07	7338891508 July 2026	12/31/2025	00/00/0000
193006		PUBLIC SERVICE ELECTRIC & GAS	14.75	7338891605 July 2026	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	5.03	AUGUST 2026 6520605107	12/31/2025	00/00/0000

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
192976		PUBLIC SERVICE ELECTRIC & GAS	1.92	AUGUST 2026 6747268318	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	14.28	AUGUST 2026 6522964503	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	247.36	AUGUST 2026 6661044705	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	7.93	AUGUST 2026 6536966503	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	94.88	AUGUST 2026 6737630103	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	447.17	AUGUST 2026 6647332006	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	696.23	AUGUST 2026 7798061800	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	27.58	AUGUST 2026 6522963000	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	34.73	AUGUST 2026 6587694306	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	15.58	AUGUST 2026 6541575800	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	19.14	AUGUST 2026 6551262201	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	19.14	AUGUST 2026 6611700307	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	29.68	AUGUST 2026 6711332709	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	3.80	AUGUST 2026 6541572704	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	8.50	AUGUST 2026 6525141303	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	8.50	AUGUST 2026 6689919307	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	8.50	AUGUST 2026 6711337700	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	8.50	AUGUST 2026 6722319407	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	59.36	AUGUST 2026 6541580901	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	118.80	AUGUST 2026 6620228100	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	25.37	AUGUST 2026 6711347005	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	30.68	AUGUST 2026 6617110900	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	17.24	AUGUST 2026 6723906209	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	5.03	AUGUST 2026 6711337204	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	4.34	AUGUST 2026 6616793907	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	4,660.61	AUGUST 2026 4264900506	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	48.88	AUGUST 2026 6627376601	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	29.45	AUGUST 2026 6536969804	12/31/2025	00/00/0000

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
192976		PUBLIC SERVICE ELECTRIC & GAS	372.30	AUGUST 2026 7177218807	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	3,653.75	AUGUST 2026 6596422402	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	484.99	AUGUST 2026 6698731900	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	69.27	AUGUST 2026 6661119705	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	1,225.55	AUGUST 2026 6670251203	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	4,899.97	AUGUST 2026 6518705000	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	211.22	AUGUST 2026 6921166600	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	7.93	AUGUST 2026 6673066318	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	21.44	AUGUST 2026 6600195207	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	352.21	AUGUST 2026 6929419400	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	1,409.20	AUGUST 2026 6573947800	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	9,711.43	PSE&G Building Bills: August 2026 - 4200537400	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	1,260.68	AUGUST 2026 6518704101	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	111.95	AUGUST 2026 6574719100	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	396.02	AUGUST 2026 6530835903	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	1,270.53	AUGUST 2026 6700454018	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	695.83	AUGUST 2026 6909672518	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	177.47	AUGUST 2026 6725399207	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	897.20	AUGUST 2026 6574704308	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	1,005.85	AUGUST 2026 6544604305	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	809.43	AUGUST 2026 6536982509	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	2,241.72	AUGUST 2026 6738412606	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	668.01	AUGUST 2026 6733183005	12/31/2025	00/00/0000
192976		PUBLIC SERVICE ELECTRIC & GAS	22.27	AUGUST 2026 6574003601	12/31/2025	00/00/0000
Total: BUDGET ELECTRICITY O/E			**38,972.22**			

91-2010-00-9501- - BUDGET STREET LIGHTING - IN C O/E

91-2010-00-9501-146 - STREET LIGHTING - IN C O/E STREET LIGHTING - IN C

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
192975		PUBLIC SERVICE ELECTRIC & GAS	55,336.45	PSE&G Street Lighting Bills: August 2026 - 6541572003	12/31/2025	00/00/0000
192975		PUBLIC SERVICE ELECTRIC & GAS	1,627.26	7786337105 AUGUST 2026	12/31/2025	00/00/0000
Total: BUDGET STREET LIGHTING - IN C O/E			**56,963.71**			
91-2010-00-9504- - BUDGET WATER- O/E						
91-2010-00-9504-150 - WATER- O/E WATER-RECREATION						
192972		NJ AMERICAN WATER CO.	923.10	SEPTEMBER 2026 WATER BILLS	09/30/2026	00/00/0000
Total: BUDGET WATER- O/E			**923.10**			
91-2010-00-9903- - BUDGET FICA O/E						
91-2010-00-9903-080 - FICA O/E FICA						
192929	91201784	TOWNSHIP OF WEST ORANGE	23,016.78	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
192929	91201784	TOWNSHIP OF WEST ORANGE	19,757.13	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
192930	91201809	TOWNSHIP OF WEST ORANGE	3,460.01	GROSS PAY - PR20 HOURLY	09/22/2026	09/25/2026
192930	91201809	TOWNSHIP OF WEST ORANGE	809.16	GROSS PAY - PR20 HOURLY	09/22/2026	09/25/2026
Total: BUDGET FICA O/E			**47,043.08**			
91-2010-00-9907- - BUDGET DEFINED CONTRIBUTION RET. O/E						
91-2010-00-9907-080 - DEFINED CONTRIBUTION RET. O/E DEFINED CONTRIBUTION RET. PLAN						
192929	91201784	TOWNSHIP OF WEST ORANGE	183.33	GROSS PAY - PR20 SALARY	09/22/2026	09/25/2026
192930	91201809	TOWNSHIP OF WEST ORANGE	1,115.55	GROSS PAY - PR20 HOURLY	09/22/2026	09/25/2026
Total: BUDGET DEFINED CONTRIBUTION RET. O/E			**1,298.88**			
91-2010-02-1006- - BUDGET JOINT OUTLET SEWER M O/E						
91-2010-02-1006-140 - JOINT OUTLET SEWER M O/E JOINT MEETING						
190631		JOINT MEETING OF ESSEX & UNION	964,009.25	4TH QUARTER 2026 FINAL ANNUAL ASSESSMENT	02/03/2026	00/00/0000
Total: BUDGET JOINT OUTLET SEWER M O/E			**964,009.25**			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
91-2010-02-1007- - BUDGET MAINT.FREE PUBLIC LIBRARY O/E						
91-2010-02-1007-200 - MAINT.FREE PUBLIC LIBRARY O/E MAINT.OF FREE PUBLIC LIBRARY						
190445		WEST ORANGE PUBLIC LIBRARY	277,841.02	OCTOBER 2026 support	01/23/2026	00/00/0000
Total: BUDGET MAINT.FREE PUBLIC LIBRARY O/E			**277,841.02**			
91-2030-00-2952- - APPROPRIATION RESERVES COMPTROLLER O/E						
91-2030-00-2952-081 - COMPTROLLER O/E PAYROLL SERVICES						
189052		SHI INTERNATIONAL	9,564.43	#B21698026 RESOLUTION 181-25 PROVISON AND SUPPORT PRIMEPOINT SOFTWARE QUOTE 26	08/15/2025	00/00/0000
Total: APPROPRIATION RESERVES COMPTROLLER O/E			**9,564.43**			
91-2040-41-2020- - GRANT RESERVES ESSEX CTY DELINQUENCY						
91-2040-41-2020-226 - ESSEX CTY DELINQUENCY 2026 ESSEX CTY DELINQUENCY						
192025	26001037	WW GRAINGER INC	-2,765.80	#9954388083 2 misting fan quote 2064951509	06/16/2026	09/23/2026
192025	26001594	WW GRAINGER INC	2,765.80	#9954388083 2 misting fan quote 2064951509	06/16/2026	09/23/2026
Total: GRANT RESERVES ESSEX CTY DELINQUENCY			**0.00**			
91-2040-41-7700- - GRANT RESERVES GREEN ACRES GRANT						
91-2040-41-7700-226 - GREEN ACRES GRANT 2025 GREEN ACRES COLGATE PARK						
192221		NATIONAL HIGHWAY PRODUCTS, INC	467.50	INV134909 green acres sign quote QT038229	12/31/2025	00/00/0000
Total: GRANT RESERVES GREEN ACRES GRANT			**467.50**			
91-2040-41-9038- - GRANT RESERVES HUD-O'CONNOR PARK RECONSTRUC						
91-2040-41-9038-223 - HUD-O'CONNOR PARK RECONSTRUC 2023 HUD-O'CONNOR PARK RECONSTRUC						
189835		GREENMAN-PEDERSEN, INC	20,798.00	#441482 RES 244-25 PROFESSIONAL SERVICE NOT TO EXCEED	12/01/2025	00/00/0000
Total: GRANT RESERVES HUD-O'CONNOR PARK RECONSTRUC			**20,798.00**			
91-2040-41-9050- - GRANT RESERVES NJ DOT TAP						

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
91-2040-41-9050-003		**- COMCAST TECHNOLOGY GRANT 2026 COMCAST TECHNOLOGY GRANT**				
	192896	DELL MARKETING L.P.	37,823.40	#10892684197 30 PC's quote 3000206604901.6	09/16/2026	00/00/0000
	192964	STAPLES BUSINESS ADVANTAGE	171.10	#6075626818 misc cords and display ports not to exceed	09/29/2026	00/00/0000
	192964	STAPLES BUSINESS ADVANTAGE	147.50	#6075994888 misc cords and display ports not to exceed	09/29/2026	00/00/0000
Total: GRANT RESERVES NJ DOT TAP			**38,142.00**			
91-2080-00-0200-		**- RESERVE FOR TAX APPEAL RESERVE FOR TAX APPEAL - ATTORRNEY FEE**				
91-2080-00-0200-		**- RESERVE FOR TAX APPEAL - ATTORRNEY FEE RESERVE FOR TAX APPEAL - ATTORRNEY FEE**				
	191077	BOURNE, NOLL & KENYON	3,250.00	SEPTEMBER 2026 RESOLUTION 75-26 MUNICIPAL TAX APPEAL ATTORNEY NOT TO EXCEED	03/12/2026	00/00/0000
	191074	BLAU & BLAU	6,000.00	#SEPT 2026 RESOLUTION 72-26 MUNICIPAL TAX APPEAL ATTORNEY NOT TO EXCEED	03/12/2026	00/00/0000
Total: RESERVE FOR TAX APPEAL RESERVE FOR TAX APPEAL - ATTORRNEY FEE			**9,250.00**			
Fund Total: 91			**4,695,277.18**			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
98-2010-55-5011- - BUDGET POOL S/W						
98-2010-55-5011-030 - POOL S/W SALARIES & WAGES						
192930	98200062	TOWNSHIP OF WEST ORANGE	9,377.90	GROSS PAY - PR20 HOURLY	09/22/2026	09/25/2026
192930	98200062	TOWNSHIP OF WEST ORANGE	935.45	GROSS PAY - PR20 HOURLY	09/22/2026	09/25/2026
192930	98200062	TOWNSHIP OF WEST ORANGE	218.78	GROSS PAY - PR20 HOURLY	09/22/2026	09/25/2026
192930	98200062	TOWNSHIP OF WEST ORANGE	75.43	GROSS PAY - PR20 HOURLY	09/22/2026	09/25/2026
Total: BUDGET POOL S/W			**10,607.56**			
98-2010-55-5022- - BUDGET POOL OTHER EXPENSES						
98-2010-55-5022-114 - POOL OTHER EXPENSES ATHLETIC SUPPLIES						
192933		CHERALYN BUFFA	825.00	7.29.26 & 8.5.26 instructor water aerobics	12/31/2025	00/00/0000
98-2010-55-5022-119 - POOL OTHER EXPENSES SWIM SUITS						
192983		TEERICO LLC	900.00	#3051 LIFEGUARD HOODIES	12/31/2025	00/00/0000
Total: BUDGET POOL OTHER EXPENSES			**1,725.00**			
Fund Total: 98			**12,332.56**			

269-26
October 13, 2026

RESOLUTION

WHEREAS, the Township of West Orange is committed to ensuring that all students receive a thorough and efficient education, as required by the New Jersey Constitution; and

WHEREAS, West Orange Public Schools have experienced significant volatility in state aid over recent years, including a 36% increase in Local Fair Share since 2022–23 and a corresponding 37% decrease in Equalization Aid, driven largely by statewide formula changes and rising community income levels; and

WHEREAS, these shifts have reduced West Orange's state aid by tens of millions of dollars, despite stable enrollment and increasing needs in areas such as special education, transportation, and student services; and

WHEREAS, the Governor's recent budget proposals include important steps toward stabilizing the School Funding Reform Act (SFRA), including limiting year over year aid decreases, using multi-year averages for wealth calculations, and basing special education aid on actual district enrollment; and

WHEREAS, these proposed reforms would help ensure that West Orange's state aid more accurately reflects the district's real costs and prevents sudden, unpredictable reductions that strain local taxpayers and jeopardize essential educational programs; and

WHEREAS, permanent legislative modernization of SFRA is necessary to ensure long term stability, fairness, and adequacy for districts like West Orange that face rising costs and shifting Local Fair Share calculations.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Council of the Township of West Orange, in the County of Essex, State of New Jersey that the Township of West Orange urges the Governor and the New Jersey Legislature to adopt permanent reforms to modernize and stabilize the School Funding Reform Act, including measures that reduce aid volatility, improve special education funding accuracy, and ensure Local Fair Share calculations reflect true community economic conditions; and

BE IT FURTHER RESOLVED, that the Township of West Orange supports continued collaboration among state leaders, the New Jersey Department of Education, school districts, and municipal governments to ensure predictable, adequate funding for all students; and

BE IT FURTHER RESOLVED, that this resolution shall be transmitted to the Governor, the Commissioner of Education, and the representatives of the 27th Legislative District; and

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

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

Adopted: October 13, 2026

270-26
October 13, 2026

RESOLUTION TO ENTER LICENSE AGREEMENT BETWEEN THE TOWNSHIP OF WEST ORANGE AND BETHANY EVANGELICAL FREE CHURCH FOR OVERNIGHT RESIDENTIAL PARKING

WHEREAS, Bethany Evangelical Free Church ("Bethany Church") is located at 30 Ashwood Terrace in the Township of West Orange (the "Township"); and

WHEREAS, Bethany Church is an important member of the community; and

WHEREAS, the Township and Bethany Church previously executed a License Agreement, for overnight residential parking within Bethany Church's parking lot, of which the parking area is highlighted in grey on the Site Plan (labeled as "Deed Description") annexed hereto as Exhibit "A"; and

WHEREAS, the prior License Agreement was executed for a period of three years, which automatically renewed for an additional three years, and is set to expire on December 31, 2026; and

WHEREAS, the prior License Agreement was executed with permission from the Board of Education for access through Edison Middle School; and

WHEREAS, the terms of the prior License Agreement were successful and greatly benefited residents of the Township, who had a substantial need for off-street parking; and

WHEREAS, there continues to be substantial need for additional parking for the residents of the Township, specifically those who live in the area of Bethany Church; and

WHEREAS, the Township and Bethany Church have agreed to execute a new License Agreement for a period of three (3) years, beginning January 1, 2027 through December 31, 2030; and

WHEREAS, the License Agreement shall automatically renew for an additional three (3) year period from January 1, 2031 through December 31, 2034,

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, that the Mayor be and is hereby authorized to execute the License Agreement with Bethany Church, for the overnight parking of resident vehicles, in a substantially similar form as attached hereto as "Exhibit B," subject to Township Attorney review; and

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

I, Karen J. Carnevale, Township Clerk for the Township of West Orange, County of Essex, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Township Council at its Regular Meeting held on September 29, 2026.

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

Susan Scarpa, Council President

Adopted: October 13, 2026

270-26

LICENSE AGREEMENT

By and Between

The Township of West Orange, a New Jersey Municipal Corporation, whose address is 66 Main Street, West Orange, New Jersey (the "Township"),

And

Bethany Evangelical Free Church, whose address is 30 Ashwood Terrace, West Orange, New Jersey 07052 (the "Licensor" or "Church"),

And

Township of West Orange Board of Education (the "Board of Education") whose address is 179 Eagle Rock Avenue, West Orange, New Jersey 07052, (together with the Township and the Church, the "Parties.")

The above Parties hereby agree to the following terms and conditions of this agreement ("License Agreement").

1. **License Date and Effective Date of Agreement.** This License Agreement shall not be effective until the Township Council and the Board of Education approve this License Agreement and the Township Municipal Clerk receives a copy of this Agreement fully executed ("Effective Date").

2. **Description of Premises**. The premises licensed by the Licensor to the Township consists of certain parking spaces located on the easterly border of the property depicted as approximately 15-17 parking spaces at Block 125.02, Lot 331 on the Tax Map of the Township of West Orange, known as 30 Ashwood Terrace, West Orange, NJ 07052 (the "Premises"). The Premises licensed to the Township is approximately 11,118 square feet and is shown as highlighted in grey on the Site Plan (labeled as "Deed Description") annexed hereto as Exhibit **"A"** ("Parking Area") which shall include the parking spaces along the westerly side of the Parking Area along the brook, as well as the adjacent spots, the entrance, exit and access areas. Also attached as Exhibit **"A"** is the Deed Description of the Parking Area.

3. **Term.** The initial term of this License shall be for three (3) years with a commencement date beginning January 1, 2027 through December 31, 2030 (the "Initial Term").

4. **Renewal**. This License Agreement shall automatically renew for an additional three (3) year term (the "Renewal Term") from January 1, 2031 through December 31, 2034 unless the Township or Board of Education issues written notice advising the Church of its desire NOT to renew the License Agreement in the Township. Such notice of the decision NOT to renew the License Agreement must be provided to the Church least sixty (60) days before the end of the Initial Term.

5. **The Township's Use**. The Township shall be permitted to issue up to 18 permits to members of the public for overnight residential parking of cars within the Parking Area. Residential Parking Spaces shall be marked by signs paid for and installed by the Township at its sole expense.

6. **Parking Restrictions**. Parking within the Parking Area on the Church's property is prohibited as follows:

    a. Monday through Saturday from 9:00am to 7:00pm
    b. Sundays from 9:00am to 5:00pm
    c. during Religious Holiday Events hosted by the Church;
    d. during funerals hosted by the Church

During the events outlined in Paragraphs 5(a) and 5(b), the Township shall fully cooperate with the Church to insure the Church's services and other events are uninterrupted. To the extent necessary, the drop off and pick up locations for the Parking Area shall be modified.

7. **Revocable License.** The Parties agree that this Agreement is subject to and conditioned upon revocable license granted by the Board of Education permitting the Church parcel and Parking Area to exit *only* and make a right turn *only* onto School Drive to tum onto Main Street. The Township will pay for any and all costs of the improvements needed to cross over the Board of Education property and will pay for any future improvements and/or repairs to same or removal of same upon termination of this Agreement. The revocable license will terminate and expire contemporaneously with this Agreement or upon notice as set forth in paragraph 3 above.

8. **Fee and Insurance**. No fee shall be due to the Church. The Township agrees to maintain public liability insurance naming the Board of Education and the Church as named insured in an amount not less than one million ($l,000,000.00) dollars per occurrence and two million ($2,000,000.00) dollars in the aggregate. This License Agreement shall not be effective until the Board of Education and the Church receives the required proof of insurance. Any failure to timely renew the required insurance shall be deemed a default of this agreement subject to immediate termination.

9. **Non-Exclusive Usage**. The Township acknowledges and agrees that it shall not have exclusive use of the Premises during the term of the License Agreement. The Church may utilize the facilities at any time and for any purpose. The Township agrees that it will not interfere with the Licensor's use of the Premises.

10. **Indemnification.** The Township shall indemnify, hold harmless and defend the Board of Education from and against any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind and asserted by or on behalf of any person or governmental authority, including attorney's fees and costs, arising out of or in any way connected with this Agreement.

11. **Township's Care.** The Township will commit no act of waste, will take

good care of the Premises, and will comply with all laws, regulations, rules, and orders of any federal, state, or local government agencies or departments.

12. **Improvements.** Without the Church's and the Board of Education's written consent in advance, the Township shall not alter, add to, or improve the Premises. Any improvements made by the Township that constitute fixtures or cannot be removed without material harm to the Premises shall be the Church's property upon installation. All of the Township's personal property shall be removed by the Township before the termination or expiration of this License Agreement. The Township, at the same time, shall repair any damage done to the Premises in connection with the installation and removal of the improvements and the personal property. The Township shall surrender the Premises in the same condition as they were at beginning of this License Agreement, subject to reasonable wear and tear and damage caused by conditions or events beyond the Township's control except as to improvements. All improvements previously made by the Township including appropriate fencing on the westerly side of the Parking Area along the brook, dusk to dawn lighting to illuminate the Parking Area, signage, and appropriate moveable barriers (i.e., saw horses or similar) for use in separating the Parking Area from the basketball area, shall be maintained by the Township.

13. **Signage.** The Township shall maintain at its sole cost and expense, signage which has been pre-approved by the Church and already installed. The signage shall clearly designate the limited use of designated spaces and non-use on Sundays from 8:00 a.m. to 5:00 p.m. and for other Church events which may occur from time-to-time. No parking shall occur from 9:00 a.m. to 7:00 p.m. Monday through Saturday.

14. **Care and Maintenance of Premises.** The Township shall maintain the Premises in a neat and clean condition, in good order, and free of all garbage, waste, litter, and debris. The Township shall snow plow and salt the Parking Area during the hours of the Township's regular snow plowing operation for municipal parking lots regardless of what day of the week the snow event occurs (i.e., seven days/week). Thereafter, the Church will salt the entire parking lot including the Parking Area. The Church will shovel and salt all sidewalks at all appropriate times.

15. **Enforcement**. The Township through its Police department shall be authorized to enforce the limited use of the Parking Area as set forth herein. The Township shall number the designated parking space and is permitted to sell permits for neighborhood use of the spaces. All permit owners when purchasing a permit shall provide contact information, including cell phone numbers and e-mail addresses. The Township shall provide this information to the Church. The Church shall be authorized and permitted to communicate directly with all permit parking owners concerning any parking issues, including the requirement to close the lot for periodic special events with reasonable notice as practicable as possible. If any permit holder violates the hours of operation or any other aspects of this Agreement on three (3) occasions, their permit shall be revoked, null and void. The Church shall contact the Police Department at 973-325-4000 in the event any enforcement is needed. The Church understands that the Township cannot tow cars until 48 hours' notice has been issued, but the

Township shall issue summonses and enforcement as appropriate. To the extent that the Church sends any emails to permit holders, the Township shall be copied.

16. **Default.** If any Party fails to comply with any term and condition herein, any Party may terminate this License Agreement on thirty (30) days' notice.

17. **Township May Cure Defaults.** If the Township defaults in the performance of any covenant or condition of this License Agreement, the Township may, on reasonable notice to the Church and Board of Education (except that no notice need be given in case of emergency), cure the default. The Township shall have reasonable opportunity to cure any default.

18. **Notices.** Any notice by any Party to the others shall be in writing and shall be deemed to be properly given only if delivered personally (a) if to the Licensor, at 30 Ashwood Terrace, West Orange, NJ 07052; (b) if to the Township, at the Township's address set out in this Agreement; (c) if to the Board of Education, at Business Administrator, 179 Eagle Rock Avenue, West Orange, NJ 07052 or (c) at such addresses as the Licensor or the Township from time to time may designate in writing. Notice shall be deemed to have been given upon delivery if delivered personally, and if mailed, upon the third day after the date of mailing.

19. **No Representations.** No Party has made any representations or promises, other than those contained in this License Agreement or in some further writing signed by the Party making the representation or promise.

20. **No Covenant of Quiet Enjoyment.** The Township acknowledges and agrees that it has no entitlement to quiet enjoyment of the Premises and reiterates that the Church shall maintain the absolute right to access the premise at any time and for any purpose.

21. **Waiver of Jury Trial.** To the extent waiver is permitted by law, the Parties waive trial by jury in any action or proceeding brought in connection with this License Agreement or any claims regarding the Premises. Any action must be venued in Superior Court of New Jersey, Essex County.

22. **Captions.** The captions in this License Agreement are included for convenience only and shall not be taken into consideration in any construction or interpretation of this License Agreement or any of its provisions.

23. **No Assignment.** The Township is not permitted to assign any aspect of this License Agreement to any entity or person without the express written consent of the Church and/or Board of Education which consent may be withheld by the Church, in its sole discretion.

24. **Compliance with All Governing Law.** This License Agreement is made with the intent to comply with all governing law. To the extent that any aspect of this agreement is deemed invalid or illegal such designation shall

operate as a termination as set forth in Paragraph 3 of this License Agreement.

25. **Agreement Binding on Successors, Representatives, and Assigns.** The provisions of this License Agreement shall apply to, bind, and inure to the benefit of the Township, the Board of Education, and the Licensor, their successors, legal representatives, and assigns. It is understood that the term "Licensor" as used in this Agreement means only the owner, or the mortgagees in possession, or the lessee for the time being, of the Premises, so that if the Premises are sold or leased or if the mortgagee takes possession of the Premises, the Parties shall be entirely freed and relieved of all covenants and obligations accruing after such sale, agreement, or taking of possession, and it shall be deemed without further agreement that the purchaser, the lessee, or the mortgage in possession has assumed and agreed to carry out any and all of the covenants and obligations.

The above terms and conditions of this lease agreement are hereby agreed to by and between the Parties executing below on this ___ day of _____, 2026.

BETHANY EVANGELICAL FREE CHURCH

By: ----------

_____
WITNESS

TOWNSHIP OF WEST ORANGE

ATTEST:

WEST ORANGE BOARD OF EDUCATION

ATTEST:

By: ----------

_____

EXHIBIT A

Deed Description & Map of the Premises

ZL LAND SURVEYING, LLC
20 LOMBARD DRIVE
WEST CALDWELL NEW JERSEY
*TEL: (973) **808-8488** FAX: (973) 244-5765*
CERTIFICATE OF AUTHORIZATION NO. 24GA2811800

Deed Description
Proposed License Agreement for Parking
Between the Township of West Orange and Bethany Evangelical
Free Church On Lot 331 Block 125.02
Township of West
Orange Essex County,
New Jersey

BEGINNING at a point on the southerly sideline of Ashwood Terrace (50 feet wide) distant 620.15 feet westerly along various course from the intersection of the southeasterly sideline of Ashwood Terrace with the southwesterly sideline of Cherry Street (50 feet wide) and running; thence

1. South 07° -09'-00" East, partly along the face of a one story church building, 51.63 feet to point; thence

2. Along the easterly edge of a concrete sidewalk, South 25°-50'-00" East 8.37 feet to an angle point; thence

3. Partly still along the same, South 07° -54'-30" East 100.60 feet to a point on the northerly striped line of a basketball court; thence

4. Along said striped line, South 83° -24'-00" West 3.80 feet to a point on the northwesterly corner and stripe of a basketball court; thence

5. Partly along the westerly striped line of the basketball court, South 06 °-50'-00" East 64.89 feet to a point on the southerly Lot line of Lot 331 Block 125.02; thence

6. Along said southerly lot line of Lot 125.02 Block 331, South 82 °-50'-00'West 50.00 feet to a point on the easterly edge of a stone and masonry wall on the easterly side of the North Branch of the Wigwam Brook; thence

7. Along said easterly edge of the stone and masonry wall, North 06 °-46'-00" West 161.94 feet to a point on the westerly lot line of Lot 125.02 Block 331; thence

8. Along said westerly lot line, North 03 °-02'-00" East 64.08 feet to a point on the aforesaid southerly sideline of Ashwood Terrace; thence

9. Along said southerly sideline of Ashwood Terrace, North 82 °-50'-00" East 37.73 feet to the point of BEGINNING.

Containing an area of 11,118 square feet more or less.

Date: September 23, 2019

Zdravko Lu[illegible]
Professional Land Surveyor
N.J. Lie. No. 36260

271-26
October 13, 2026

RESOLUTION

WHEREAS, Chapter 25, Article I, Section 25-18.4 of the Revised Ordinances of the Township of West Orange establishes the West Orange Housing Rehabilitation Program; and

WHEREAS, the West Orange Housing Rehabilitation Program offers assistance to low- and moderate-income Township homeowners for necessary repairs and/or replacements to ensure housing units are in compliance with N.J.A.C. 5:28; and

WHEREAS, on or about November 20, 2009, Ralph and Barbara Cicalese (the "Borrower") executed a Mortgage in the amount of $19,980.00 (the "Mortgage") to secure a loan through the Township of West Orange's Housing Rehabilitation Program on the property located at Block 153.08, Lot 33, on the Tax Map for the Township of West Orange, commonly known as 36 Robertson Road, West Orange, New Jersey 07052 (the "Property"); and

WHEREAS, the Mortgage was recorded on January 12, 2010, as Instrument Number 10002986 in Mortgage Book 12235, Page 6848, with the Essex County Register of Deeds and Mortgages; and

WHEREAS, the loan through the Township of West Orange's Housing Rehabilitation Program provides for repayment of the loan at the time of the sale of the home or transfer of title; and

WHEREAS, due to the sale of the Property, the $19,980.00 due on the mortgage was paid to the Township of West Orange (the "Township") on or about September 3, 2026; and

WHEREAS, the Borrower seeks the execution of a Discharge of Mortgage, annexed hereto as Exhibit **"A,"** to record that the loan has been repaid, and the Mortgage has been satisfied and discharged; and

WHEREAS, the Discharge of Mortgage must be executed to clear title and discharge all mortgage obligations.

NOW, BE IT RESOLVED THAT the Mayor be and is hereby authorized to execute the Discharge of Mortgage, annexed hereto as Exhibit **"A,"** as to the Property; and be it further

RESOLVED that the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature on the Discharge of Mortgage concerning the Property; and be it further

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

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

Adopted: October 13, 2026

Discharge of Mortgage

Prepared by: West Orange Housing Rehabilitation Program

The Township of West Orange, 66 Main St, West Orange, NJ 07052, hereinafter referred to as "WE", hold a mortgage, hereinafter referred to as the "Present Mortgage" and dated November 20, 2009.

As was made by the Township of West Orange Housing Rehabilitation Program to:

Ralph & Barbara Cicalese
Name

36 Robertson Rd., West Orange, NJ 07052
Address

Block: 153.08 Lot: 33

We also hold a Promissory Note in the amount of $19980 which is secured by the Present Mortgage. The Present Mortgage was recorded or registered in the office of the Essex County recording office on January 12, 2010 in Mortgage Book 12235 on page 6848 &c.

This mortgage has been paid in full or forgiven or otherwise satisfied and discharged. It may now be discharged or canceled of record. This means that this Mortgage is now canceled and void.

I sign and certify to this Discharge of Mortgage on the ____ day of _____, 20___.

Township of West Orange
Essex County, New Jersey

Signature: _____ Title: _____

Print Name _____

State of New Jersey
County of Essex

BE IT REMEMBERED, that on this _____ day of _____, 20_____, before me, the

subscriber, _____, personally appeared _____ who I am satisfied is the Township official in the within instrument and thereupon signed this document. The person acknowledged signing, sealing and delivering this document as their own voluntary act and deed for the uses and purposes therein expressed.

_____(seal)
Notary Public of the State of New Jersey

272-26
October 13, 2026

RESOLUTION AUTHORIZING A REFUND

WHEREAS, on May 14, 2026, Tina Lindor, [redacted], West Orange, NJ 07052 provided a payment in the amount of $125.00; and

WHEREAS, this amount represents the full amount of the security deposit made for the rental of Katz Community Center on September 27, 2026 and

WHEREAS, security deposit is returned following the completion of the event and the hall is deemed satisfactory; and

WHEREAS, Tina Lindor is due a refund because she has complied with the rental agreement and all conditions were satisfactory met; and

WHEREAS, the Recreation Department is requesting a refund for Tina Lindor in the amount of $125.00; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West

Orange that the cost of the security deposit for Katz Civic Center be returned Tina Lindor at her residence, [redacted], West Orange, NJ in an amount of $125.00.

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

Susan Scarpa, Council President

Adopted: October 13, 2026

I hereby certify funds are available from Account No.: **12-6830-00-0490-010**
$125.00

John C. Ditinyak
Chief Financial Officer

273-26
October 13, 2026

RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE NEW JERSEY DEPARTMENT OF TRANSPORTATION'S SAFE ROUTES TO SCHOOL PROGRAM 2027

WHEREAS, the FY2027 Safe Routes to School Program (the "Program") provides federal funds for infrastructure projects that facilitate walking and/or bicycling to school, including the construction or installation of sidewalks, crosswalks, signals, traffic-calming measures, and bicycle facilities; and

WHEREAS, the Township of West Orange, in coordination with the West Orange Board of Education, has worked diligently to implement projects that improve the accessibility, safety, use, and maintenance of the areas surrounding schools within the community; and

WHEREAS, the FY2027 Program is being administered by the New Jersey Department of Transportation; and

WHEREAS, no municipal matching funds are required through this Program; and

WHEREAS, the Township of West Orange wishes to apply for these grant funds in an amount not to exceed $1,146,414.30 for the St. Cloud Elementary School, Liberty Middle School, Mt. Pleasant Elementary School, Thomas A. Edison Middle School, and Washington Elementary School Safe Routes to School (SRTS) Improvements Project.

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

A. The Mayor and Council of the Township of West Orange, in the County of Essex, State of New Jersey, formally authorizes the Mayor and Clerk to submit an electronic grant application identified as *"SRS-2027-Sheridan Ave, Main Street, Manger R-00021"* to the New Jersey Department of Transportation for funding under the 2027 Safe Routes to School Program on behalf of the Township of West Orange.

B. This project involves roadways that are owned and maintained by both the Township of West Orange and by the County of Essex and the County of Essex will document a clear commitment in support of the Township's application and to maintain the right of way within project area as it always has. This document will also make clear the boundaries of ownership between the County of Essex and the Township of West Orange.

C. Following the completion of the proposed project, the Township of West Orange will assume maintenance responsibility over all improvements completed with grant funding awarded under the FY2027 Safe Routes to School Program.

D. The Township of West Orange is designating Zayibeth Carballo, Municipal Engineer, Department of Engineering as the "responsible charge" for this program. Zayibeth Carballo is a full-time employee of the Township of West Orange and will be the responsible charge for the proposed Federal-aid construction project.

E. Upon receipt of a grant award, the Mayor is hereby authorized to sign the grant agreement on behalf of West Orange Township and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

F. This resolution shall take effect immediately upon passage.

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

I, Karen J. Carnevale, Municipal Clerk, do hereby certify that the foregoing resolution was adopted at a regular meeting of the Council held on October 13, 2026

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

Susan Scarpa, Council President

Adopted: October 13, 2026

274-26
October 13, 2026

RESOLUTION ACCEPTING AWARD OF 2025 FISCAL YEAR ASSISTANCE TO FIREFIGHTERS GRANT (AFG) FOR PERSONAL PROTECTIVE EQUIPMENT TO ENSURE FIREFIGHTER SAFETY AND NATIONAL FIRE PROTECTION ASSOCIATION COMPLIANCE

WHEREAS, the Township of West Orange (the "Township") through the Township of West Orange Fire Department (the "Fire Department") applied for and has been awarded an Assistance to Firefighters Grant through the Department of Homeland Security's Federal Emergency Management Agency (FEMA) in the amount of $60,000.00 to be used between September 28, 2026 and September 27, 2028 (the "Grant"); and

WHEREAS, the funds awarded under the Grant shall be used for the purchase of personal protective equipment to ensure firefighter safety and National Fire Protection Association Compliance; and

WHEREAS, compliance with the Grant requires the Township to allocate $6,000.00 local funds toward the purchase under the grant; and

WHEREAS, the Township is desirous of accepting the Grant, and finds that the same is in the best interest of the Township and its Fire Department.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Orange that the West Orange Fire Department is hereby authorized to accept the Assistance to Firefighters Grant in the amount of $60,000.00 for the purchase of personal protective equipment; and

BE IT FURTHER RESOLVED, that the Township shall allocate $6,000.00 toward the purchase of personal protective equipment for the Fire Department as required by the Grant; and

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

Karen J. Carnevale, Municipal Clerk **Susan Scarpa, Council President**

Adopted: October 13, 2026

275-26
October 13, 2026

R E S O L U T I O N

WHEREAS, on February 9, 2026, an inspection at the Short Hills Pump Station, located at 111 Old Short Hills Road, revealed an imminent health hazard due to only one pump being operational, and an imminent failure hazard of the only operational pump due to no emergency power being provided to the Short Hills Pump Station; and

WHEREAS, pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1, in the case of emergencies that affect the public health, safety and welfare, any contract may be negotiated or awarded for the Township of West Orange without public advertising for bids; and

WHEREAS, pursuant to the Local Public Contracts Law, Emergency Contracts, N.J.S.A.

40A:11.6a the Municipal Engineer on February 13, 2026, notified the Purchasing Agent of the need to perform an emergency repair at the Short Hills Pump Station; and

WHEREAS, to expedite the work and to perform the emergency repair of the Short Hills Pump Station to protect public health and safety an emergency contract shall be issued to CFM Construction, Inc. (the "Contractor"), as they are familiar with the required improvements and are readily available to perform the emergency work; and

WHEREAS, the Contractor provided an estimate for the emergency services in the amount of $880,000.00; and

WHEREAS, no payments may be made in advance of services pursuant to N.J.S.A. 40A:5-16; and

WHEREAS, the Contractor submitted an invoice dated September 29, 2026 for the emergency repair work already completed, in the amount of $202,600.00; and

WHEREAS, the Contractor will continue to submit invoices for payment as the emergency repair work is completed; and

WHEREAS, the Municipal Engineer by letter dated June 23, 2026 recommends paying the costs of this emergency work; and

WHEREAS, the Township is fully compliant with the statutory requirements set forth in N.J.S.A. 40A:11-6; and

WHEREAS, sufficient funds exist for this work; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the Mayor is hereby authorized to execute an emergency contract, in a substantially similar form as attached hereto as "Exhibit A", subject to Township Attorney review, to compensate CFM Construction, Inc. for the emergency repair of Short Hills Pump Stations pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1, in an amount not to exceed $880,000.00, as itemized bills and invoices are received in accordance with Section 5 "Payment," of the Agreement; and

BE IT FURTHER RESOLVED that this work is being performed pursuant to the provisions of the Local Public Contracts Law, Emergency Contracts, N.J.S.A. 40A:11-6 as the work is required to protect public health and welfare; and

BE IT FURTHER RESOLVED, that the Contractor's invoice dated September 28, 2026 in the amount of $202,600.00 shall be paid within 30 days; and

BE IT FURTHER RESOLVED, that the Contractor shall submit additional invoices as the emergency repair work is completed; and

BE IT FURTHER RESOLVED, that the Mayor, Township Clerk, and other appropriate Township officials are hereby authorized to take any and all required actions to carry out this contract as set forth herein; and

BE IT FURTHER RESOLVED, that the Chief Financial Officer has certified that the funds are available in the budget in the amount of $880,000.00 for the payment of this emergency contract within thirty (30) days of the receipt and approval of itemized bills and vouchers.

Karen J. Carnevale, RMC
Municipal Clerk

Susan Scarpa, Council President

Adopted: October 13, 2026

I certify funds are available for this work from Account No.: **2026 Capital Account**
$880,000.00

John Ditinyak, Chief Financial Officer

AGREEMENT BETWEEN THE TOWNSHIP OF WEST ORANGE AND CFM CONSTRUCTION INC. FOR THE EMERGENCY REPAIR AT SHORT HILLS PUMP STATION

275-26

THIS AGREEMENT, made this 13th day of October, 2026

BETWEEN: Township of West Orange
66 Main Street
West Orange, New Jersey 07052
Hereinafter Referred to as the "Township"

AND: CFM Construction, Inc.
5 Bay Street
Stirling, NJ 07980
Hereinafter referred to as "Contractor."

WHEREAS, pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1, in the case of emergencies that affect the public health, safety and welfare, any contract may be negotiated or awarded for the Township of West Orange without public advertising for bids; and

WHEREAS, on February 9, 2026, an inspection at the Short Hills Pump Station, located at 111 Old Short Hills Road, revealed an imminent health hazard due to only one pump being operational, and an imminent failure hazard of the only operational pump due to no emergency power being provided to the Short Hills Pump Station; and

WHEREAS, pursuant to the Local Public Contracts Law, Emergency Contracts, N.J.S.A. 40A:11.6a the Municipal Engineer on February 13, 2026, notified the Purchasing Agent of the need to perform an emergency repair at the Short Hills Pump Station; and

WHEREAS, to expedite the work and to perform the emergency repair of the Short Hills Pump Station to protect public health and safety an emergency contract shall be issued to CFM Construction, Inc., as they are familiar with the required improvements and are readily available to perform the emergency work.

NOW, THEREFORE, in consideration of the terms, conditions and stipulations hereinafter set forth, it is mutually agreed by and between the parties:

1. EMERGENCY WORK ALREADY PERFORMED

In accordance with N.J.S.A. 40A:11.6a, certain emergency work has already been performed by the Contractor:

a. Grease removal from wet well with by Oswald Enterprises utilizing a vactor truck;
b. Engineering design of the emergency upgrades;
c. Temporary metering of the influent sewage flow to determine the existing pump flow rate and total dynamic head;
d. Determination that the pumps purchased by the Township are correctly sized for the pump station;
e. Installation of temporary electric pump alternating with the existing pump and utilizing the existing pump control system;
f. Payment of PSE&G fees for the service upgrade and temporary service;

g. PSE&G's installation of a new utility pole and transformers for the 480 volt service upgrade;
h. Pumps/Mixer Control Panel received and placed inside pump station building; and
i. Automatic Transfer Switch received and placed inside pump station building.

The total payment due in accordance with Section 5 of this Agreement, for the work already performed, is $202,600.00.

2. EMERGENCY WORK TO BE PERFORMED

Contractor shall perform the following additional emergency services:

a. New electrical construction for the entire pump station, including new 480 volt electrical service upgrade, distribution panels, transformer, new lighting, new receptacles, and new electric heating;
b. New natural gas fueled stand-by generator with automatic transfer switch to replace inoperative diesel powered single pump motor drive;
c. New ductile iron pump suction piping with isolation valves and new connections to the wet well;
d. New ductile iron pump discharge piping, check valves, isolation valves, flow meter and discharge header connected to the existing force main at the wall inside the dry well.
e. Construction of pump bases and installation of Wilo dry pit submersible pumps, previously purchased by the Township;
f. New submersible mixer installed in the wet well to keep the solids in suspension as the sewage is being pumped;
g. New Duplex Pump and Mixer Control panel with PLC, VFDs and pressure transducer for pump operation including a backup float system for secondary operation and alarms.
h. New aluminum wet well access hatch with safety grate;
i. Bypass pumping with external electric pump and stand-by diesel pump with automatic controls, connected to the existing bypass connection to the force main;
j. Cleaning of wet well, high pressure water blasting and epoxy coating interior surfaces.
k. Painting of dry well walls and pump station building interior walls;
l. Start up, testing and training of operating personnel.

The design drawings for the Short Hills Pump Station Rehabilitation, prepared by Van Cleef Engineering Associates, LLC, a subcontractor of Contractor, is attached hereto as "Exhibit A."

3. ADDITIONAL NECESSARY WORK

Vibrational testing of all pumps shall be conducted to confirm that the pumps are performing in accordance with the manufacturer's design standards and provide start date within 30 days of completion.

4. CONSIDERATION

Due to the emergency nature of the Agreement, the services will be performed expeditiously on an as-needed basis, until the emergency conditions are resolved. The expenses will be kept to a minimum, while mitigating damages as efficiently as possible. The estimated cost for the sewer pump station repairs is $880,000.00. This estimate was calculated as follows:

a. $27,600.00 already paid to PSE&G by the Contractor;
b. $2,400.00 already paid to Oswald Enterprises by the Contractor;
c. $850,000.00 estimate by the Contractor for the emergency improvements to Short Hills Pump Station.

5. PAYMENT

Payment shall be made by the Township within thirty (30) days of the receipt and approval of itemized bills and vouchers. No payments may be made in advance of services pursuant to N.J.S.A. 40A:5-16.

6. TERM

The term of this agreement for the Emergency Work to Be Performed as set forth in Section 2 above, commenced on February 9, 2026 and all construction and repair work shall continue until the work is completed, but no later than within ninety (90) days of the execution of this Agreement, unless earlier terminated in accordance with the provisions set forth in Section 20, below.

7. WORK STANDARD

All work is to be performed in a good workman like manner in accordance with all applicable laws, regulations, rules of any and all government entities, and manufacturers guidelines, and in a manner necessary to preserve all applicable manufacturer warranties. Further, the Contractor is required to obtain all applicable permits, inspections, and approvals required by any government entity throughout the performance of this Agreement.

8. LICENSING AND CERTIFICATIONS

The Contractor and any and all subcontractors performing work under this Agreement must be fully qualified professionals and must maintain current professional licenses and certifications required by State law, rules, regulations, or manufacturers to conduct all work required by this Agreement, including, but not limited to, Professional Engineering, Electrician, and Plumbing Licensing.

9. MANUFACTURER WARRANTIES

The Contractor agrees to take all steps necessary to ensure that warranties are valid, including registration of equipment to the extent that the same is required in order to activate warranties.

10. NEW JERSEY LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey notwithstanding any provisions of such laws relating to jurisdiction.

11. PARTIAL INVALIDITY

If any term, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, provided, however, that no such invalidity shall in any way reduce the services to be performed by the Contractor for the Township.

12. NO ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or its right, title or interest in or to the same or any part thereof without prior written consent of the Township and the approval of the Township's Municipal Council.

13. BINDING ON SUCCESSORS

Except as otherwise provided in this Agreement, all agreements' terms, provisions and conditions to this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives and successors.

14. MODIFICATIONS

No modification of this Agreement or work change orders shall be valid or binding unless the modifications shall be in writing, approved by the Township's Municipal Council and executed by the Township and the Contractor.

15. NO WAIVER

No waiver of any term, provision or condition contained in this Agreement or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same, or any other term, provision, or condition of this Agreement by either party.

16. CAPTIONS

The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

17. OWNERSHIP OF RECORDS

All records and data relating to work performed for the Township shall belong to the Township and shall be surrendered to the Township upon the expiration or termination of this Agreement, except that the Contractor will retain such information as is necessary to maintain a complete work record. The Contractor shall not use such information or data except for the performance of the service hereunder, without the prior written permission of the Township. This includes, but is not limited to, all warranties, bill of sales, and titles.

18. INSURANCE

The Contractor performing work for or on behalf of the Township shall keep in force the following types of insurance at its own expense and underwritten by a company licensed to do business in the State of New Jersey and acceptable to the Township. The Township reserves the right to accept, amend or modify any of the conditions listed. The Township must be notified within three (3) days of an offense, which may result in a claim. The Contractor shall not take any action to cancel any of the insurance required under this Agreement without the approval of the Township. The maintenance of insurance under this section shall not relieve the Contractor of any liability greater than the insurance coverage. **Any and all subcontractors retained must fully comply with the same insurance requirements as listed. The Contractor and any and all subcontractors must provide insurance certificates to the Township.**

a. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE with limits of not less than $1,000,000.00 will be maintained in full force during the life of this contract by the Contractor covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12-235-1.6.

b. GENERAL LIABILITY INSURANCE with limits of not less than $1,000,000.00 for Bodily Injury and Property Damage Liability each occurrence and $2,000,000.00 General Aggregate will be maintained in full force during the life of the contract by the Contractor. The policy will include Contractor's protective liability insurance (also known as contingent liability insurance) with the same limits. In the event more than one insured is named in the policy, a CROSS LIABILITY endorsement will be included

which provides that the employees of each of the named insureds are not excluded under the policy as respect to claims that are made against other named insured.

c. AUTOMOBILE LIABILITY INSURANCE with limits of not less than $1,000,000.00 Liability and Property Damage Liability Combined Single Limit, $1,000,000.00 Uninsured Motorist and Underinsured Motorist, $1,000,000.00 Owned, Hired and Non-owned Automobile, will be maintained in full force during the life of this contract by the Contractor.

d. PROFESSIONAL LIABILITY INSURANCE with the limits of not less than $2,000,000.00 maintained in full force during the life of the contract by the Contractor.

19. INDEMNIFICATION AND HOLD HARMLESS

The Contractor agrees, at its sole cost and expense, defend, indemnify, and hold harmless the Township, including their employees, officers, agents, servants, representatives, and officials, from and against any and all claims, actions, penalties, losses, damages, liabilities, judgments, demands, and expenses, including, but not limited to, attorney's fees and costs, which arise out of the performance of this Agreement, to the extent that the same is caused in whole or in part, by the negligence, professional error, or omission of the Contractor or any person employed by it. The Contractor shall provide to the Township with evidence that, at all times during the term of this Agreement, it has obtained statutory professional liability and any other statutorily required coverages. No limitations on the foregoing indemnity shall impair or limit the Township's recourse to the insurance coverage set forth herein.

20. TERMINATION

The Township may terminate the Agreement upon twenty (20) days written notice to the other party. Upon such termination, the Township shall pay the Contractor for all services performed hereunder up to the date of such termination in accordance with the payment terms of this Agreement as well as all reasonable costs and expenses incurred by the Contractor in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

21. FORCE MAJEURE

Neither Party shall be liable to the other, or considered in default or breach of this Agreement, for any failure or delay in performing its obligations, except for obligations to make payments already owed, if the failure or delay results from circumstances beyond the impacted

Party's reasonable control. Such circumstances include, but are not limited to: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war; (d) government order or law; (e) actions, embargoes, or blockades; (f) national or regional emergency; (g) strikes, labor stoppages, slowdowns, or other industrial disturbances; (h) epidemic, pandemic, or State of Emergency declared by the State of New Jersey; and (i) other similar events beyond the impacted Party's reasonable control.

22. ENTIRE AGREEMENT

This Agreement, including the attachments referenced herein, contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

23. EFFECTIVE DATE OF CONTRACT

This Agreement shall not become binding upon the parties until the Township adopts a bond ordinance and/or appropriates the funds necessary for this Agreement and the Township's Chief Financial Officer certifies to the availability of funds if applicable pursuant to N.J.AC. 5:30-5.4

24. NON-FAIR AND OPEN

This Agreement has been awarded to the Contractor pursuant to N.J.S.A. 40A:11-6, Emergency Contracts, whereby "[a]ny contract may be negotiated or awarded for a contracting unit without public advertising for bids and bidding therefor, notwithstanding that the contract price will exceed the bid threshold when an emergency affecting the public health, safety or welfare requires the immediate delivery of goods or the performance of services."

25. PAY TO PLAY REQUIREMENT

The Contractor is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.8 (P.L. 2004, c.19, s.7, amended 2005, ch.51, s.15) if the Contractor received contracts in excess of $50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

By executing this Agreement, the Contractor certifies that it is in compliance with N.J.S.A. 19:44A-20.26 (P.L. 2025, c.176 and J.R. 12). The Contractor further certifies that it has

neither made or solicited nor will make or cause to be solicited a prohibited political contribution in violation of any applicable federal, state or local laws. Any such failure to comply shall constitute a breach of the Contract.

26. AVAILABILITY OF FUNDS

This is a contract which may be awarded in one fiscal year although the date on which it properly takes effect may fall in a different fiscal year. Accordingly, this contract is subject to the availability and appropriation of sufficient funds in the year in which it takes effect. N.J. Admin. Code 5:30-5.3.

27. CONFLICT OF INTEREST

The Contractor acknowledges that the nature of the service to be performed requires that the Contractor must not have or appear to have a conflict of interest with any potentially adversarial party. The Contractor agrees that:

(a) It will not accept any assignments, compensation, consideration or gratuities from any other party with an interest in the subject matter of this Agreement that shall conflict or shall have the appearance of conflicting with the interest of the Township relative to the purposes of this Agreement.

(b) In the event that a conflict or potential conflict of interest arises, the Contractor shall notify the Township in writing within three (3) days of becoming aware of the conflict or the potential conflict. Failure to provide such notice may be grounds for termination of this Agreement for cause.

(c) In the event that the Township receives timely notice of an actual or potential conflict, the Contractor and the Township shall attempt to reach an agreement on a course of action in response to the actual or potential conflict. If such an agreement cannot be reached, the Township has the right to terminate the Agreement for convenience.

28. INDEPENDENT CONTRACTOR

The Contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by the Contractor for work performed under the terms of this contract and further

agrees to obey all lawful rules and regulations and to meet all lawful requirements by all duly authorized state or federal officials, and said Contractor agrees to indemnify and save harmless the Township from any such contributions or taxes or liability therefore.

29. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor acknowledges that he/she shall comply with the requirement of N.J.S.A. 10:5-31, et seq. and N.J.A.C. 17:27 and submit to the State of New Jersey and/or the Township such documentation as shall be required by law as more specifically set forth in Exhibit B entitled "Mandatory Equal Employment Opportunity Language."

30. PREVAILING WAGES

N.J.S.A. 34:11-56.27 requires that any contract for public work expressly stipulate that workers performing work under the contract shall not be paid less than the required prevailing wage rate. Contractors and their sureties shall be liable to the public body, any lessee to whom the public body is leasing a property or premises or to any lessor from whom the public body is leasing or will be leasing a property or premises, for any excess costs occasioned by the termination of their right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages.

If applicable, the contractor will be required to comply with the provisions of the NJ Prevailing Wage Act, Chapter 150 of the Laws of 1963, setting forth requirements for the payment of prevailing wages and for the proper documentation of such payments where the project construction, reconstruction, demolition, alteration or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of funds of the Township of West Orange, except work performed under a rehabilitation program.

31. STATE REQUIRED RECORD RETENTION N.J.S.A. 52:15C-14(d) and N.J.A.C. 17:44-2.2

The Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Refusal by the Contractor to provide information upon request by the State Comptroller or otherwise impede or fail to cooperate with any audit or performance review, the State Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

32. DEFAULT

In the event the Contractor fails or neglects to perform any of the conditions or covenants set forth herein during the Term of this Agreement, the Township shall upon three (3) days written notice to the Contractor, deliver to the Contractor by Certified Mail a Notice of Default, with the opportunity to cure within three (3) days. In the event that the Contractor fails to cure such default within three (3) days of receipt of the Notice, the Township shall terminate this Agreement, and all rights, privileges, or interest herein shall cease. The Contractor shall be liable to the Township for any damages or loss, including, but not limited to reasonable attorneys' fees in the event any legal action is necessary, as a result of the Default, in accordance with New Jersey law.

IN WITNESS WHEREOF, the Township and the Contractor have executed this Agreement as of the date first written above.

ATTEST: TOWNSHIP OF WEST ORANGE

_____ BY: _____
KAREN CARNEVALE, SUSAN McCARTNEY,
MUNICIPAL CLERK MAYOR

ATTEST: CFM CONSTRUCTION, INC.

_____ BY: _____
CARMINE COSCIA,
PRESIDENT

275-26

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
Township of West Orange - Dept. of Engineering
25 Lakeside Ave
West Orange, NJ 07052

PROJECT:
Short Hills Pump Station
Emergency Repairs

APPLICATION NO: **1**
APPLICATION DATE: **9/28/2026**
PERIOD TO: **9/25/2026**
PROJECT NO: **C470**
CONTRACT DATE:
INVOICE NO.: **1-2526**

Distribution to:
__Owner
__Architect
__Contractor

FROM CONTRACTOR:
CFM Construction, Inc.
5 Bay Street
Stirling, New Jersey 07980

VIA ENGINEER:
Van Cleef Engineering Associates, LLC
1705 Route 37 East, Toms River, NJ 08753

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract, Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM.....	880,000.00
2. Net Change by Change Orders.....	
3. CONTRACT SUM TO DATE (Line 1+2).....	**880,000.00**
4. TOTAL COMPLETED AND STORED TO DATE..... (Column G on continuation sheet)	202,600.00
5. RETAINAGE:	
a. 0% of Completed Work ($191,000.00) ..... (column D+E on continuation sheet)	-
b. 2% of Stored Material ($0.00) ..... (column F on continuation sheet)	
Total Retainage (Line 5a + 5b or total of column I on continuation sheet).....	-
6. TOTAL EARNED LESS RETAINAGE..... (Lines 4 less Line 5 Total)	202,600.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	-
8. CURRENT PAYMENT DUE.....	**202,600.00**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6).....	677,400.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by owner	-	-
Total approved this month	-	-
TOTALS	-	-
NET CHANGES by change order	-	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the contractor for Work for which previous Certificates for Payment were issued and payment received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:_____ Date 09/28/2026

State of: New Jersey
County of: Morris
Subscribed and sworn to before
me this 28th day of September 2026

Notary Public: _____
My Commission Expires:

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... **202,600.00**

ENGINEER:

By:_____ Date_____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contractor.

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulation below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

PROJECT: **Short Hills Pump Station Emergency Repairs**

APPLICATION NO.: **1**
APPLICATION DATE: **9/28/2026**
PERIOD TO: **9/25/2026**
PROJECT NO.: **C470**

A	B	C	D	E	F	G		H	I
			WORK COMPLETED		MATERIALS	TOTAL COMP.	PERCENT (%)		
ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREV. APPLICATIONS (D+E)	THIS PERIOD	PRESENTLY STORED (Not in D or E)	AND STORED TO DATE (D+E+F)	COMPLETED TO DATE (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (If Variable Rate)
	Engineering & Non-Electric Construction	**618,400.00**	**-**	**154,500.00**	**-**	**154,500.00**	**25.0%**	**463,900.00**	
1.01	Engineering - Design & Construction Services	97,500.00	-	72,000.00	-	72,000.00	73.8%	25,500.00	
1.02	PSE&G Fees - Temp Service & 480V Upgrade	27,600.00	-	27,600.00	-	27,600.00	100.0%	-	
1.03	Field Investigation - Flow & TDH Measurements	7,500.00	-	7,500.00	-	7,500.00	100.0%	-	
1.04	Set up & maintain emergency bypass pumping	75,000.00	-	37,500.00	-	37,500.00	50.0%	37,500.00	
1.05	Demolition & disposal of exist mechanical equip.	30,000.00	-	-	-	-	0.0%	30,000.00	
1.06	Construction of concrete piers for pumps	20,000.00	-	-	-	-	0.0%	20,000.00	
1.07	Installation of Wilo pumps on concrete supports	25,000.00	-	-	-	-	0.0%	25,000.00	
1.08	Pipe, fittings, plug & check valves, flowmeter mat.	45,000.00	-	-	-	-	0.0%	45,000.00	
1.09	Installation of pump suction & discharge headers	40,000.00	-	-	-	-	0.0%	40,000.00	
1.10	Supply and install new dry well sump pump	8,500.00	-	-	-	-	0.0%	8,500.00	
1.11	Cleaning & coating DW & PS bldg w/epoxy paint	42,000.00	-	-	-	-	0.0%	42,000.00	
1.12	Cleaning & coating WW interior with epoxy paint	70,800.00	-	2,400.00	-	2,400.00	3.4%	68,400.00	
1.13	Supply and install submersible mixer in wet well	35,000.00	-	-	-	-	0.0%	35,000.00	
1.14	Supply and install wet well aluminum hatch	7,500.00	-	-	-	-	0.0%	7,500.00	
1.15	Construction of stand-by generator concrete pad	12,000.00	-	-	-	-	0.0%	12,000.00	
1.16	Supply and install gas stand-by generator & ATS	75,000.00	-	7,500.00	-	7,500.00	10.0%	67,500.00	
	Electrical Construction	**261,600.00**	**-**	**48,100.00**	**-**	**48,100.00**	**18.4%**	**213,500.00**	
1.17	Installation of temporary electrical service	8,000.00	-	8,000.00	-	8,000.00	100.0%	-	
1.18	Wiring of bypass pumping equiqment & controls	5,800.00	-	2,900.00	-	2,900.00	50.0%	2,900.00	
1.19	Demolition and disposal of exist. electrical equip.	11,500.00	-	-	-	-	0.0%	11,500.00	
1.20	Installation of underground service conduits	17,000.00	-	-	-	-	0.0%	17,000.00	
1.21	Service equipment and grounding materials	23,600.00	-	-	-	-	0.0%	23,600.00	
1.22	Installation of service equipment and grounding	35,600.00	-	-	-	-	0.0%	35,600.00	
1.23	Wiring of stand-by generator and ATS	17,000.00	-	-	-	-	0.0%	17,000.00	
1.24	Wet well wiring	11,500.00	-	-	-	-	0.0%	11,500.00	
1.25	Dry well wiring	23,000.00	-	-	-	-	0.0%	23,000.00	
1.26	Supply, install & wire Pumps/Mixer Control Panel	60,200.00	-	37,200.00	-	37,200.00	61.8%	23,000.00	
1.27	Power wiring	23,000.00	-	-	-	-	0.0%	23,000.00	
1.28	Lighting	17,000.00	-	-	-	-	0.0%	17,000.00	
1.29	Startup and testing	5,400.00	-	-	-	-	0.0%	5,400.00	
1.30	Vibration Analysis and report	3,000.00	-	-	-	-	0.0%	3,000.00	
	Total Contract	**880,000.00**	**-**	**202,600.00**	**-**	**202,600.00**	**23.0%**	**677,400.00**	

277-26
October 13, 2026

AMENDING RESOLUTION NO. 68-26 AUTHORIZING THE AWARD OF A FAIR AND OPEN CONTRACT FOR MISCELLANEOUS FINANCIAL SERVICES TO ASSIST THE TAX AND FINANCE OFFICES TO BATTAGLIA ASSOCIATES FOR AN AMOUNT NOT TO EXCEED $35,000.00 TO INCREASE TO A NEW TOTAL AMOUNT NOT TO EXCEED $50,000.00

WHEREAS, on February 24, 2026 the Township Council of the Township of West Orange (the "Township") entered into an agreement (the "Agreement") through Resolution 68-26, with Battaglia Associates (the "Contractor"), for Miscellaneous Financial Services to assist the Tax and Finance offices; and

WHEREAS, the Agreement set forth Miscellaneous Financial Services were to be compensated at a rate of $200.00 an hour for the Managing Director and $165.00 an hour for Director (CMFO, CTC, QPA), in an amount not to exceed $35,000.00 for 2026; and

WHEREAS, Resolution 68-26 set forth that the Township Council may authorize further encumbrances if necessary; and

WHEREAS, the Township utilized the services of the Contractor to a greater extent than originally anticipated in the Agreement, in assisting the Township with implementation of the new WIPP system and bi-weekly payroll review, and requires continued services from the Contractor through December 31, 2026 to close out the 2026 property taxes; and

WHEREAS, an amendment to the contract for an additional $15,000.00 is now necessary to ensure payment to the Contractor for services from October through December 2026; and

WHEREAS, the Chief Financial Officer of the Township of West Orange has certified that funds are available in the Current Fund.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Township Council of the Township of West Orange, in the County of Essex, State of New Jersey authorizes amending Resolution No 68-26 in the additional amount of $15,000.00 for a new total amount not to exceed $50,000.00

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

I, Karen J. Carnevale, Township Clerk for the Township of West Orange, County of Essex, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Township Council at its Regular Meeting held on October 13,2026.

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

Adopted: October 13, 2026

I certify funds are available from Account No(s) Account No.: _____

John C. Ditinyak, Chief Financial Officer

278-26
October 13, 2026

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

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

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

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

ADDRESS	11 Long Branch Way				
BLOCK	112.01				
LOT	10.04				
QUAL					
	ASSESSMENT				
YEAR	ORIGINAL	JUDGMENT	DIFFERENCE	TAX RATE	AMOUNT DUE
2025	$ 2,796,700.00	$ 2,625,000.00	$171,700.00	2.627	$ 4,510.56
TOTAL					**$ 4,510.56**
PAYABLE TO:					
Wolf Vespasiano, LLC					
331 Main Street					
Chatham, NJ 07928					

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

Susan Scarpa, Council President

Adopted: October 13, 2026

I certify funds are available from Account No: _____

John C. Ditinyak, Chief Financial Officer

278-26

TAX COURT OF NEW JERSEY
COUNTY: Essex
DOCKET NO. 007847-2025

MCMAHON, ROBERT & LUPINACCI, ANNA
:
Plaintiff(s),

v : CIVIL ACTION JUDGMENT

WEST ORANGE
:
Defendant(s).

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

Block: 112.01
Lot: 10.04
Street Address: 11 LONG BRANCH WAY
Year: 2025

TAX COURT JUDGMENT

Land:	**$ 740,700.00**
Improvements:	**$1,884,300.00**
Total:	**$2,625,000.00**

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

Entered: 9/23/2026

Plaintiff(s) Attorney: Vincent L Esposito Esq
Defendant(s) Attorney: Edwin R Matthews Esq
User id: eCourts

Chad E. Wolf, Esq.
WOLF VESPASIANO LLC
331 Main Street
Chatham, NJ 07928
(973) 635-1100
Attorney for Plaintiff
Attorney ID No. 094072013

MCMAHON, ROBERT & LUPINACCI, ANNA Plaintiff,	TAX COURT OF NEW JERSEY Docket No. 007847-2025, 004124-2026
vs.	**Civil Action** **STIPULATION OF SETTLEMENT** (without Affidavit)
WEST ORANGE Defendant.	Assigned Judge: Novin

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

   Block: 112.01 Lot: 10.04
   Year: 2025, 2026
   Street Address: 11 Long Branch Way

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land:	$ 740,700	$	$ 740,700
Impvts:	$2,056,000	$ N/A	$1,884,300
Total:	$2,796,700	$	$2,625,000

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

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

4. Statutory interest, pursuant to N.J.S.A. 54:3-27.2, having been waived by taxpayer, shall not be paid provided the tax refund is paid within 90 days of the date of entry of the Tax Court judgment. Refund shall be payable to "Wolf Vespasiano LLC Attorney Trust Account and MCMAHON, ROBERT & LUPINACCI, ANNA".

Dated: September 15, 2026

Vincent L. Esposito, Esq.
Attorney for Plaintiff

Dated: September 14, 2026

Edwin R. Matthews, Esq
Attorney for Defendant

279-26
October 13, 2026

RESOLUTION DESIGNATING REDEVELOPER AND AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH IOP 80 MAIN LLC & RM 80 MAIN LLC, AS TENANTS IN COMMON, FOR THE REDEVELOPMENT OF THE AREA KNOWN AS 76-80 MAIN STREET (BLOCK 88, LOT 17)

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.*, as amended and supplemented (the "Redevelopment Law"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of rehabilitation or redevelopment; and

WHEREAS, the Township of West Orange (the "Township"), pursuant to the requirements of the Redevelopment Law and by Resolution No. 323-21 adopted on December 14, 2021, designated the entire Township as an area in need of rehabilitation (the "Rehabilitation Area") under the Redevelopment Law; and

WHEREAS, based upon such determination, the Township Council authorized the preparation of the 76-80 Main Street Redevelopment Plan (the "Redevelopment Plan"), by the Township Planner, Susan Gruel, P.P. of Heyer, Gruel & Associates for the parcel designated as Block 88, Lot 17 on the Tax Map of the Township, commonly known as 76-80 Main Street (the "Property"); and

WHEREAS, the Redevelopment Plan dated March 14, 2026 was adopted by the Township Council pursuant to Ordinance No. 2977-26 on September 15, 2026; and

WHEREAS, IOP 80 Main LLC & RM 80 Main LLC as Tenants in Common own the Property; and

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

WHEREAS, the Township has determined to designate IOP 80 Main LLC & RM 80 Main LLC as Tenants in Common (the "Redeveloper") as redeveloper of the Property; and

WHEREAS, Redeveloper shall implement and undertake the redevelopment of the Property, pursuant to the Redevelopment Plan; and

WHEREAS, Redeveloper shall redevelop the Property, which includes a five-story office building facing increasing vacancies, by renovating the building's ground floor to accommodate retail and commercial uses (the "Project"); and

WHEREAS, in order to effectuate the Project and the redevelopment of the Property, the Township has determined to enter into a Redevelopment Agreement ("Agreement") with IOP 80

Main LLC & RM 80 Main LLC as Tenants in Common, substantially in the form attached hereto as Exhibit A, which Agreement specifies the respective rights and responsibilities of the parties for the Property and to further refine the details for the proposed Project in accordance with the Redevelopment Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP OF WEST ORANGE COUNCIL AS FOLLOWS:

1. **Generally.** The foregoing recitals are incorporated herein as if fully set forth at length.

2. **Designation of Redeveloper**. IOP 80 MAIN LLC & RM 80 MAIN LLC As Tenants in Common are hereby designated Redeveloper for the Project.

2. **Execution of Redevelopment Agreement**. The Mayor is hereby authorized to execute the Redevelopment Agreement in substantially the form attached hereto as Exhibit A.

3. **Severability**. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

4. **Availability of the Resolution**. A copy of this Resolution shall be available for public inspection at the offices of the Township Clerk.

5. **Effective Date**. This Resolution shall take effect immediately.

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

Susan Scarpa, Council President

Adopted: October 13, 2026

REDEVELOPMENT AGREEMENT

By and Between

TOWNSHIP OF WEST ORANGE
(as redevelopment entity)

AND

IOP 80 MAIN LLC & RM 80 MAIN LLC as Tenants in Common
(as redeveloper)

DATED: _____, 2026

THIS REDEVELOPMENT AGREEMENT (the "Redevelopment Agreement") is entered into this ____ day of October, 2026, by and between:

THE TOWNSHIP OF WEST ORANGE, a corporate and body politic of the State of New Jersey with offices at 66 Main Street, West Orange, New Jersey 07052 in its capacity as redevelopment entity pursuant to N.J.S.A. 40A:12A-4(c) (the "Township"),

IOP 80 MAIN LLC & RM 80 MAIN LLC as Tenants in Common, New Jersey limited liability companies, both having offices at 55 Bleeker Street 2nd Floor, Millburn, New Jersey 07041 (together with permitted successors or assigns as hereinafter provided, referred to as the "Redeveloper"). The Township and Redeveloper each may individually be referred to herein as a "Party," and collectively as, the "Parties."

W I T N E S S E T H:

WHEREAS, on December 14, 2021, the Township Council adopted Resolution 323-21, designating the entire Township as an area in need of rehabilitation (the "Rehabilitation Area') under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law");; and

WHEREAS, based upon such determination, the Township Council authorized the preparation of the 76-80 Main Street Redevelopment Plan by the Township Planner, Susan Gruel, P.P. of Heyer, Gruel & Associates (the "Township Planner") for the parcel designated as Block 88, Lot 17 on the Tax Map of the Township, commonly known as 76-80 Main Street (the "Property"), as more specifically described in **Exhibit A** hereto (the "76-80 Main Street Redevelopment Plan shall hereinafter be referred to as the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan, dated March 14, 2026 was adopted by the Township Council pursuant to Ordinance No. 2977-26 on September 15, 2026; and

WHEREAS, Redeveloper is the owner of the Property; and

WHEREAS, the Township has determined to designate Redeveloper, as the redeveloper of the Property; and

WHEREAS, Redeveloper shall implement and undertake the redevelopment of the Property, pursuant to the Redevelopment Plan; and

WHEREAS, Redeveloper shall redevelop the Property, which includes a five-story office building facing increasing vacancies, by renovating the building's ground floor to accommodate retail and commercial uses, as more specifically set forth in **Exhibit B**, hereto (the "Project"); and

WHEREAS, Redeveloper will implement the development, design, financing and construction of the Project in material conformity with the Redevelopment Plan and in accordance with the Redevelopment Law; and

WHEREAS, N.J.S.A. 40A:12A-8(e) and (f) of the Redevelopment Law authorize the Township to enter into contracts or agreements for the planning, construction or undertaking of any development project or redevelopment work in an area designated as an area in need of redevelopment; and

WHEREAS, the Township and the Redeveloper have engaged in negotiations relative to the Project and the Township has determined that in furtherance of the goals and objectives of the Redevelopment Plan, it is in the Township's best interest to enter into this Redevelopment Agreement with Redeveloper for the purpose of setting forth in detail each Parties' respective undertakings, rights and obligations in connection with the development and construction of the Project; and

WHEREAS, Redeveloper acknowledges that the uses to which the Project may be devoted are guided and controlled by the Redevelopment Plan and this Redevelopment Agreement, and that Redeveloper, or any assignee or Affiliate (as defined herein) shall undertake the development of the Project in accordance with the Redevelopment Law, the Redevelopment Plan and this Redevelopment Agreement; and

WHEREAS, Redeveloper has stated in writing and in testimony to the Township's Municipal Council that it will not apply for or otherwise seek a Tax Exemption, despite eligibility to do so, pursuant to the New Jersey Five-Year Exemption and Abatement Law, N.J.S.A. 40A:21-1 et seq

NOW, THEREFORE, for and in consideration of the mutual promises, representations, covenants and agreements contained herein and the undertakings of each Party to the other and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby and to bind their successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATIONS

Section 1.01 Definitions. In this Redevelopment Agreement, words that are capitalized, and which are not the first word of a sentence, are defined terms. The capitalized terms defined in the preamble and Recitals hereto shall have the meanings assigned to such terms. Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Redevelopment Agreement shall have the meanings ascribed below.

"Affiliate" means with respect to the Redeveloper, any other Person directly or indirectly controlling or controlled by, or under direct or indirect common control with the Redeveloper. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of the Redeveloper, whether through the ownership of voting securities or by contract or otherwise. It is acknowledged that IOP Property Management LLC is an Affiliate and acts on behalf of Redeveloper in certain capacities, including management of the Property. It is also acknowledged that Iron Ore Construction LLC is an Affiliate and acts on behalf of Redeveloper

in certain capacities, including construction management of the Project. All persons that are Affiliates acting on behalf of Redeveloper in implementation of this Agreement and the Project shall be responsible for compliance with the terms of this Agreement.

"Appeal Period" shall mean the period of time specified by statute or court rule within which an appeal may be taken by any Party from the grant of any Governmental Approval (as defined herein), and includes the period for filing an appeal to an appellate court after entry of a judgment or decision by a lower court or administrative agency.

"Applicable Law" means any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding authority which, in any case, shall be enacted, adopted, promulgated, issued or enforced by any Governmental Authority (as defined herein), and/or court of competent jurisdiction that relates to or affects the Parties or either of them, the Property, the Project, or any portion thereof, the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights under this Redevelopment Agreement, including without limitation, the Municipal Land Use Law and the Redevelopment Law.

"Certificate of Completion" means a certificate issued by the Township upon Completion of the Project pursuant to Section 7.01.

"Certificate of Occupancy" means a Certificate of Occupancy (temporary or permanent), as such term is defined in the New Jersey Administrative Code, issued with respect to the Project.

"Commence[ment of] Construction" means the undertaking by Redeveloper of any actual physical construction of any portion of the Project, including site preparation, environmental remediation, construction of new structures or construction or upgrading of infrastructure.

"Complet[e], [ed] or [ion]" means with respect to the Project, or any portion thereof, that (a) all work related to the Project, or a portion thereof, or any other work or actions to which such term is applied has been completed, acquired and/or installed in accordance with this Redevelopment Agreement and in compliance with Applicable Laws so that (i) the Project, or any portion thereof that has been completed, as the case may be, may, in all respects, be used and operated under the applicable provisions of this Redevelopment Agreement, or (ii) with respect to any other work or action to which such term is applied, that the intended purpose of such work or action has been completed, (b) all permits, licenses and approvals that are required in order that a Certificate of Completion can be issued for the Project, or any portion thereof that have been completed, or such other work or action to which such term is applied are in full force and effect, and (c) such "Completion" has been evidenced by a written notice provided by the Redeveloper (with respect to the Project, or any portion thereof) in the form of the Certificate of Completion attached hereto as **Exhibit D**.

"Completion Date" means the date that the Project is Completed.

"Concept Plan" means the development plan as depicted on Exhibit B.

"Control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to the Redeveloper, the power, directly or indirectly, to direct or cause the direction of the management policies of the Redeveloper, whether through the ownership of an interest in the Redeveloper, or by contract or otherwise. The entity in Control of Redeveloper for purposes of this Agreement is Iron Ore Properties LLC, which is the Managing Member of both members of the Tenancy in Common as Redeveloper as well as the Affiliates that will effectuate the Project.

"Effective Date" means the date on which this Redevelopment Agreement is executed by the last of the Parties to so execute same, or such other date as may be agreed to by the Parties.

"Escrow Account" is defined in Section 2.04.

"Event of Default" or "Default" means the occurrence of any Redeveloper Event of Default or Township Event of Default, as the case may be, and as further defined in Section 11.01.

"Exhibit(s)" means any exhibit attached hereto which shall be deemed to be a part of this Redevelopment Agreement as if set forth in full in the text hereof.

"Force Majeure" is defined in Section 11.02.

"Foreclosure" is defined in Section 10.03(b).

"Governmental Applications" is defined in Section 5.01(a).

"Governmental Approvals" means all final and unappealable local, state or federal government approvals necessary for the implementation and completion of the Project in accordance with the terms of this Redevelopment Agreement, including, but not limited to, preliminary and final site plan and subdivision approvals.

"Governmental Authority" means the federal government, the State, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any other governmental entity with authority or jurisdiction over any part of the construction or operation of the Project or the Property.

"Holder(s)" is defined in Section 10.01(a).

"Improvements" means all buildings, structures and appurtenances, including, but not limited to, facilities and amenities, telecommunications equipment, surface parking or structured parking facility, infrastructures, roads, fill, utilities, catch basins, curbs, site lighting, traffic striping, signage and demarcations, fire hydrants, retaining walls, sidewalks, walkways, landscaping, open space treatment and all other improvements constructed on or installed upon or within, or to be constructed on or installed upon or within, the Property and the streets immediately adjacent to the Property all as may be required in connection with permits and approvals, and all of which shall be consistent with the Redevelopment Plan and any approved site plan.

"Municipal Land Use Law" means N.J.S.A. 40:55D-1 et seq., as amended and supplemented.

"Notice" is defined in Section 13.01.

"Permitted Transfers" is defined in Section 8.03.

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

"Planning Board" shall have the meaning set forth in the Recitals.

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

"Project" shall have the meaning set forth in the Recitals and as depicted in the Concept Plan attached hereto as Exhibit B.

"Property" shall have the meaning set forth in the Recitals and as depicted in the Concept Plan attached hereto as Exhibit B.

"Project Costs" means the costs of designing, permitting and constructing the Project.

"Project Schedule" means the schedule for the design, permitting, financing, construction and completion of the Project by the Redeveloper, as set forth in Exhibit E hereto.

"Property" shall have the meaning set forth in the Recitals.

"Redeveloper" shall have the meaning set forth in the Recitals.

"Redeveloper Covenants" shall have the meaning set forth in Section 6.04.

"Redeveloper Event of Default" means, with respect to the Redeveloper, an Event of Default as defined in Section 11.01.

"Redevelopment Agreement" shall have the meaning set forth in the Recitals.

"Redevelopment Law" shall have the meaning set forth in the Recitals.

"Redevelopment Plan" shall have the meaning set forth in the Recitals.

"Section" means a section or subsection of this Redevelopment Agreement.

"State" means the State of New Jersey.

"Substantial Completion" or "Substantially Completed" means that the requirements set forth in clauses (a) through (c), inclusive, of the definition of "Completion" have been satisfied, with the exception of certain immaterial portions of the work relating to the Project that have been Completed, or such other work remains to be Completed as long as (a) the Redeveloper, with respect to the Project, has prepared and delivered to the Township "punch list" of items requiring completion or correction in order for the Redeveloper to fully comply with the terms of this Redevelopment Agreement, (b) "punch list" items have been reasonably agreed to by the Township, and (c) such "punch list" items are capable of being Completed within ninety (90) days of the date that Completion is certified, as set forth in the written notice provided under (c) of the definition of Completion, or such later date as is mutually acceptable to the Parties, as long as the public health, welfare or safety is not impaired by such additional time for Completion; and provided further however, that all such "punch list" items shall be Completed under all circumstances within (i) one hundred eighty (180) days following the date that Completion is certified, as provided above, with respect to the exterior of any buildings and (ii) three hundred sixty-five (365) days following the date that Completion is certified, as provided above, with respect to the interiors of any buildings. "Substantial Completion" shall be evidenced by issuance of a temporary Certificate of Occupancy for the Project, or any portion thereof that has been Substantially Completed.

"Township" shall have the meaning set forth in the Recitals.

"Township Costs" is defined in Section 2.03.

"Township Event of Default" means, with respect to the Township, an Event of Default, as such term is defined in Section 11.01 hereof.

"Township Indemnified Parties" means the Township and its officers, elected officials, agents, employees, contractors and consultants.

"Transfer" is defined in Section 8.02.

Section 1.02 Interpretation and Construction. In this Redevelopment Agreement, unless the context otherwise requires:

(a) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Redevelopment Agreement, refer to this Redevelopment Agreement, and the term "hereafter" means after, and the term "heretofore" means before the date of delivery of this Redevelopment Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Redevelopment Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Redevelopment Agreement, nor shall they affect its meaning, construction or effect.

(e) Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any Person or Party hereunder shall not be unreasonably withheld, conditioned, or delayed.

(f) Each right of the Township to review or approve any actions, plans, specifications, or other obligations of the Redeveloper hereunder shall be made by the Township official(s) with legal authority to conduct such review or grant such approvals. Any review contemplated by this Redevelopment Agreement shall be made in a timely manner.

(g) All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time, which shall not be less than ten (10) days nor more than twenty (20) days, unless the context dictates otherwise.

(h) Unless otherwise indicated, any "fees and expenses" shall be required to be actual, out of pocket, customary and reasonable.

ARTICLE II
FINANCIAL OBLIGATIONS

Section 2.01 The Redeveloper's Financial Commitment. The Redeveloper represents and warrants that to the best of Redeveloper's knowledge and belief, it has obtained or can obtain, and intends to commit the requisite equity and debt financing, in an amount necessary to implement and complete the Project.

Section 2.02 Project Costs. All costs of implementing this Redevelopment Agreement and completing the Project, including reasonable Township Costs as specified in Section 2.03 hereof, and the costs incurred by the Redeveloper will be borne by the Redeveloper.

Section 2.03 Township Costs. In addition to the Redeveloper's estimated costs for the Project, the Redeveloper agrees to provide funding to the Township for reasonable out-of-pocket costs and expenses incurred by the Township in connection with the redevelopment of the Property (the "Township Costs"). Township Costs shall include, but not be limited to, all reasonable fees and costs of any professional consultants retained by the Township in connection with the Project, including attorneys, and planners. The Parties agree that the rate charged the Redeveloper for legal and all other professional services shall be charged at the same rate charged to the Township.

Section 2.04 Payment of Township Costs. The Redeveloper previously posted an escrow in the amount of fifteen thousand dollars ($15,000.00) and hereby agrees that it will maintain such escrow to reimburse the Township for all Township Costs in accordance with the terms hereof (the "Escrow Account"). In the event that the Escrow Account balance falls below five thousand dollars ($5,000.00), Redeveloper shall replenish the Escrow Account balance back to fifteen thousand dollars ($15,000.00). At least ten (10) days prior to making any disbursement

from the Escrow Account, written notice of the proposed disbursement shall be mailed to the Redeveloper, setting forth: (a) the amount of the disbursement; (b) the name of the person, company or entity designated to receive payment; and (c) a description of the particular cost to be paid or reimbursed in accordance with this Redevelopment Agreement. If the Redeveloper does not object to such disbursement within ten (10) days of receipt of such notice, the Redeveloper will be deemed to have acquiesced to the same. Should a dispute arise between the parties herein as to the amount of the Escrow Account funds requested by the Township, said dispute shall be adjudicated as set forth in Municipal Land Use Law Section 40:55D-53.2a. As of the Completion Date for the Project, as evidenced by the issuance of the Certificate of Completion, or upon termination of this Redevelopment Agreement, except in the event of a termination caused by an Event of Default by the Redeveloper, any money remaining in the Escrow Account shall be disbursed to the Redeveloper within forty-five (45) days after issuance of the Certificate of Completion or the termination of this Redevelopment Agreement and the terms of this Section 2.04 shall survive the issuance of the Certificate of Completion or termination of this Redevelopment Agreement until such reconciliation has occurred.

Section 2.05 Governmental Approval Fees. The Redeveloper will pay all fees for permits required by any Governmental Authority for the construction and development of the Project.

ARTICLE III
CONSTRUCTION OF PROJECT

Section 3.01 Construction of Project. The Township hereby affirms and agrees that the Redeveloper is designated and appointed as the exclusive redeveloper of the Property and that Redeveloper has the exclusive right to perform and to have others perform on its behalf any and all redevelopment activities on and about the Property consistent with the Site Plan and the Redevelopment Plan. Each of the Parties agrees that all redevelopment on and about the Property will only be authorized and may only be undertaken by Redeveloper under the framework and in accordance with the terms and conditions of this Redevelopment Agreement and the Redevelopment Plan.

Section 3.02 Redeveloper's Scope of Undertaking; Plans and Specifications. The services and responsibilities undertaken by the Redeveloper, as more particularly set forth in this Redevelopment Agreement, shall include all aspects of design, development, site preparation, and construction of the Project including but not limited to, engineering, permitting and administrative aspects, the performance of or contracting for and administration and supervision of all construction of Improvements required in connection with the Project, including the provision of any performance bonds, maintenance bonds, completion guarantees or any other performance assurances in connection therewith, required as a result of Governmental Approvals, arrangement for interim and final inspections and any other actions required to satisfy the requirements of all Governmental Approvals necessary to renovate and use the Project, all aspects of funding of the Project, including interim and permanent equity and debt financing and construction.

Section 3.03 Project Description. The Project consists of the renovation of the first floor of the office building which will remain on the Property. The Redeveloper will construct or

cause to be constructed the Project in substantial conformity with the Concept Plan, Project Schedule, Governmental Approvals, this Redevelopment Agreement and Applicable Laws. The Redeveloper will design, permit, finance and construct the Project at the Redeveloper's sole cost and expense.

Section 3.04 Project Schedule. (a) Unless otherwise tolled or adjusted as provided for in this Redevelopment Agreement, the Redeveloper agrees to use commercially reasonable efforts to Commence Construction and diligently Complete Construction of the Project in accordance with the Project Schedule attached hereto as Exhibit E and failure to do so shall be an Event of Default by Redeveloper except in the event of the occurrence of a Force Majeure Event or tolling pursuant to Section 3.06.

Section 3.05 Tolling. Redeveloper shall use commercially reasonable efforts to adhere to the Project Schedule and the provisions set forth herein, provided that such obligations shall be extended on a day-for-day basis for each day that Redeveloper's performance hereunder is delayed by (a) the occurrence of a Force Majeure Event or (b) an extension of any date granted by the Borough, in its reasonable discretion, pursuant to Section 3.04.

Section 3.06 No Tax Exemption. In connection with the Project, Redeveloper agrees and covenants that it shall not apply for or otherwise seek a Tax Exemption, despite eligibility to do so, pursuant to the New Jersey Five-Year Exemption and Abatement Law, N.J.S.A. 40A:21-1 et seq.

ARTICLE IV
PROJECT OVERSIGHT

Section 4.01 Progress Reports. Upon request by the Township, but not more frequently than twice in a calendar year, the Redeveloper shall submit a written progress report ("Progress Report"), which shall include a description of activities completed, the activities to be undertaken prior to the next Progress Report, the status of all Governmental Approvals, an explanation of each activity, if any, which is causing delay, a description of problem areas, current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates in the Project Schedule and an explanation of corrective action taken or proposed.

Section 4.02 Access to Property. The Township and its authorized representatives shall have the right to enter the Property during normal business hours in accordance with Applicable Law and Redeveloper's security measures to inspect the Project and any and all work in progress for the purpose of furthering its interest in this Redevelopment Agreement, provided, such entry and inspection does not interfere with the ongoing activities of the Property.

ARTICLE V
APPLICATIONS FOR GOVERNMENTAL APPROVALS

Section 5.01 Applications for Governmental Approvals.

(a) The Redeveloper (at its sole cost and expense) shall apply for and use commercially reasonable efforts to obtain all Governmental Approvals (the "Governmental Applications") necessary to construct and use the Project.

(b) In the event that all necessary Governmental Approvals for the Project are not obtained from the required Governmental Authorities, on terms and conditions acceptable to Redeveloper in its sole discretion, or if Redeveloper determines that the Governmental Approvals for the Project cannot be obtained on terms and conditions reasonably acceptable to Redeveloper, then Redeveloper shall have the right to terminate this Redevelopment Agreement upon written notice to the Township. No Governmental Approval shall be deemed to have been obtained (i) until the Appeal Period relating thereto has expired and no appeal has been taken, or (ii) if an appeal is filed within the applicable Appeal Period, until such appeal shall have been finally resolved in a manner sustaining the challenged Governmental Approval. If this Agreement is terminated pursuant to the terms of this Section 5.01(c), then, except as expressly set forth herein to the contrary, this Agreement (including, but not limited to, all the covenants contained herein) shall be of no further force and effect and the Parties hereto shall have no further rights, liabilities and/or obligations hereunder.

(c) The Township agrees to use its good faith efforts to assist the Redeveloper in processing, reviewing, and advancing all plans, specifications, submissions, and land use applications required for the development and construction of the Project. The Township shall use good faith efforts to ensure that its professional staff, municipal engineers, construction code officials, fire official, and other municipal departments conduct reasonably prompt reviews of all building code, utility, infrastructure, and permit applications associated with the Project.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES; REDEVELOPER COVENANTS

Section 6.01 Representations and Warranties by the Redeveloper. The Redeveloper hereby represents and warrants the following to the Township for the purpose of inducing the Township to enter into this Redevelopment Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof:

(a) The Redeveloper is a limited liability company organized under the laws of the State of New Jersey, is in good standing under such laws, and has all requisite power and authority to carry on its business as now and whenever conducted, and to enter into and perform its obligations under this Redevelopment Agreement.

(b) The Redeveloper has the legal power, right and authority to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which the Redeveloper is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform their obligations hereunder.

(c) This Redevelopment Agreement has been duly authorized, executed and delivered by the Redeveloper, and is valid and legally binding upon the Redeveloper and enforceable in accordance with its terms. The execution and delivery thereof shall not constitute

a default under or violate the terms of any indenture, agreement or other instrument to which the Redeveloper is a party.

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

(e) No adjudication of bankruptcy of the Redeveloper or a filing for voluntary bankruptcy by the Redeveloper under the provisions of the United States Bankruptcy Code or any other similar statute that is applicable to the Redeveloper has been filed as of the Effective Date.

(f) No indictment has been returned against any member of the Redeveloper with respect to any transaction related to the undertakings contemplated by the terms of this Redevelopment Agreement or otherwise.

(g) To Redeveloper's knowledge, there are no suits, other proceedings or investigations pending or, to the Redeveloper's actual knowledge, threatened against the Redeveloper that would have a material adverse effect on the financial condition of the Redeveloper.

Section 6.02 Representations and Warranties by the Borough. The Township hereby represents and warrants the following to the Redeveloper for the purpose of inducing the Redeveloper to enter into this Redevelopment Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof:

(a) The Township has the legal power, right and authority to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which the Township is a party, to consummate the transactions contemplated hereby, and to perform its obligations hereunder.

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

(c) There is no pending or, to the best of the Township's knowledge, threatened litigation that would in any way (i) contest or seek to invalidate the Redeveloper's ability to commence performance of its obligations under the Redevelopment Agreement, or (ii) prevent the Township from performing its duties and obligations hereunder.

(d) There are no suits, other proceedings or investigations pending or, to the best of the Township's knowledge, threatened against the Township that would have a material adverse effect on the Township's financial condition.

(e) The designation of the area as an area in need of rehabilitation was made in full compliance with the Redevelopment Law.

(f) The preparation and adoption of the Redevelopment Plan by appropriate Township ordinance was performed in full compliance with the Redevelopment Law.

Section 6.03 Redeveloper Covenants. Redeveloper covenants and agrees that, subject to the terms hereof, and except as explicitly provided herein (collectively, "Redeveloper Covenants"):

(a) The Redeveloper shall use commercially reasonable efforts to obtain all Government Approvals necessary for the implementation of the Project. The Redeveloper shall construct, improve, operate and maintain the Project in compliance with all Governmental Approvals, and other laws, ordinances, approvals, rules, regulations and requirements applicable thereto.

(b) The Redeveloper shall use commercially reasonable efforts to (i) obtain financing for the Project, if and as needed, (ii) construct and develop the Project with commercially reasonable due diligence, and (iii) commence and Complete each item in the Project Schedule on or prior to the applicable date set forth in the Project Schedule and, for those items for which commencement dates only are given, such items shall be completed in a commercially reasonable period. All activities performed under this Redevelopment Agreement shall be performed in accordance with the level of skill and care ordinarily exercised by reputable developers of similar developments of the character, scope and composition of the Project.

(c) The Redeveloper shall construct the Project in accordance with this Redevelopment Agreement, the Redevelopment Law, the Redevelopment Plan, and all other Applicable Law and, in the event that the Redeveloper wishes to materially change or modify the Project from the Concept Plan, notwithstanding the fact that such material change or modification is authorized by the Redevelopment Plan, the Township's written approval (which shall not be unreasonably withheld, conditioned or delayed) must be secured prior to proceeding with any activities relating to such proposed material modifications. The Redeveloper acknowledges that the Township has relied on the Project Schedule in entering into its obligations under this Redevelopment Agreement.

(d) Subject to a Force Majeure Event and Sections 3.04 and 3.06, the Redeveloper shall Complete the Project on or prior to the date set forth in the Project Schedule at its sole cost and expense; provided, however, that the Parties acknowledge that moneys may be made available towards the Completion of same from other outside sources.

(e) Upon completion of the construction of the Project, the Redeveloper shall use commercially reasonable efforts to obtain all Governmental Approvals authorizing the occupancy and uses of the Project for the purposes contemplated hereby.

(f) The Redeveloper shall not use the Property, Project, or any part thereof, for which a Certificate of Completion has not been issued, in a manner that is inconsistent with the Redevelopment Plan and this Redevelopment Agreement.

(g) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, affectional preference, sexual orientation or gender. The Redeveloper will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, affectional preference, sexual orientation, or gender. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Section 6.04 Declaration of Redeveloper Covenants and Restrictions. The Redeveloper shall executed and record a declaration of covenants and restrictions in the form of Exhibit C attached hereto (the "Declaration") imposing on the Redeveloper's interest in the Project and Project Area, the Redeveloper Covenants set forth herein.

Section 6.05 Effect and Duration of the Redeveloper Covenants. It is intended and agreed that the agreements and covenants set forth herein shall be covenants running with the land until the Project is Completed, and such covenants shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Redevelopment Agreement, be binding, to the fullest extent permitted by Applicable Law and equity, for the benefit and in favor of, and enforceable by, the Township, its successors and assigns, and any successor in interest to the Project, or any part thereof, the Redeveloper, its successors and assigns and every successor in interest therein, and any Party in possession or occupancy of the Project, or any part thereof provided, however, that such covenants shall not be binding on any Holder except in accordance with the terms of Article X hereof. Such agreements and covenants, however, shall be binding on the Redeveloper itself, each successor in interest to the Redeveloper and each party in possession or occupancy, respectively, only for such period as the Redeveloper or such successor or party shall be in possession or occupancy of the Property, the buildings and structures thereon, or any part thereof.

Section 6.06 Enforcement of Redeveloper Covenants by the Township. The Township shall have the right, in the event of any material breach of any such agreement or covenant beyond any applicable notice and grace period, to terminate this Redevelopment Agreement in accordance with the terms of Section 11.03 hereof. This Section is not intended to confer standing to sue on any party other than the Township. Upon Completion of the Project (as evidenced by the issuance of a Certificate of Completion), the Covenants and the conditions and requirements of N.J.S.A. 40A:12A-9 shall be deemed to have been satisfied with respect to the Project, except with respect to Section 6.03(g) above, which shall survive the issuance of the Certificate of Completion.

ARTICLE VII
CERTIFICATES OF OCCUPANCY AND COMPLETION

Section 7.01 Certificate of Occupancy and Certificate of Completion. Upon the Completion of the Project, in accordance with the Governmental Approvals and Applicable Law, the Redeveloper shall apply to the appropriate governmental officer or body for a temporary or permanent Certificate of Occupancy for the Project. A permanent Certificate of Occupancy and a Certificate of Completion, when issued, shall constitute evidence that the Redeveloper has fully performed its obligations under the Governmental Approvals. Following the issuance of a permanent Certificate of Occupancy and the satisfaction of the terms and conditions of this Redevelopment Agreement for the Project, the Township agrees to promptly issue a Certificate of Completion in substantially the form attached hereto as Exhibit D, which shall acknowledge that the Redeveloper has performed all of its duties and obligations under this Agreement with respect to the Project, and has completed construction of the Project, in accordance with the requirements of this Redevelopment Agreement and shall constitute a determination that the Covenants have been satisfied, except with respect to Section 6.03(g) above, which shall survive the issuance of the Certificate of Completion.

Within thirty (30) days after written request by the Redeveloper, the Township shall provide the Redeveloper with the Certificate of Completion or a written statement setting forth in detail the reasons why it believes that the Redeveloper has failed to Complete the Project in accordance with the provisions of this Redevelopment Agreement and what reasonable measures or acts will be necessary in the opinion of the Township in order for the Redeveloper to be entitled to the Certificate of Completion.

Upon the issuance and recording of the Certificate of Completion, the Property shall no longer be subject to any covenant running with the land and the covenants herein shall terminate, Section 6.03(g) above, which shall survive the issuance of the Certificate of Completion.

ARTICLE VIII
TRANSFERS

Section 8.01 Prohibition Against Speculative Development. The Redeveloper covenants that its undertakings pursuant to this Redevelopment Agreement shall be for the purpose of constructing the Project and not for speculation in land holding.

Section 8.02 Prohibition Against Transfers. The Redeveloper recognizes the importance of the Project to the general welfare of the community and by the Township on the conditions stated herein for the purpose of making such Project possible. The Parties acknowledge and agree that a change in Control of the Redeveloper is for practical purposes a transfer or disposition of the property interest then owned by the Redeveloper, and that, therefore, the qualifications and identity of the Redeveloper and its principals are of particular concern to the Township.

In light of the foregoing, except for Permitted Transfers set forth in Section 8.03 hereof, prior to the issuance of a Certificate of Completion, the Redeveloper shall not, without the prior written consent of the Township, which shall not be unreasonably withheld conditioned or

delayed: (a) effect or permit any change, directly or indirectly, in the Control of the Redeveloper prior to the issuance of the final Certificate of Completion for the Project, (b) assign or attempt to assign this Redevelopment Agreement or any rights herein, or (c) make any total or partial sale, transfer, or conveyance of the whole or any part of the Property or Project (individually and collectively, a "Transfer").

Section 8.03 Permitted Transfers. The Redeveloper, without violating the provisions of Section 8.02 hereof, may affect the following Transfers, to which the Township consents upon receipt of written notice thereof, without the necessity of further action by the Township ("Permitted Transfers"):

(a) security for the purpose of obtaining the financing necessary to enable the Redeveloper to perform its obligations under this Redevelopment Agreement with respect to completing the Project and any other purpose authorized by this Redevelopment Agreement;

(b) a mortgage or mortgages and other liens and encumbrances (but not including mechanic's liens) for the purposes of financing costs associated with the construction and marketing of the Project;

(c) utility and other development easements;

(d) environmental covenants and restrictions imposed as a condition of any permit or approval;

(e) a lease, rental agreement or other similar agreement with any tenant or end user of the Project;

(f) a transfer to an Affiliate of the Redeveloper or a transfer among members of the Redeveloper and/or trustees for their benefit;

(g) a Transfer pursuant to a foreclosure or deed in lieu of foreclosure, and any Transfer by any Holder or any Holder's successor and/or assigns after foreclosure; and

(h) any contract or agreement with respect to any of the foregoing exceptions.

(i) a Transfer of the direct or indirect ownership or control of Redeveloper among the existing owners, family members of the owners, and/or trusts established for estate planning purposes;

(j) a Transfer of any direct or indirect interest in Redeveloper to an entity owned or controlled by the existing owners or family members;

(k) a Transfer of less than a direct or indirect controlling interest in Redeveloper;

(l) a Transfer of title to the Property provided Redeveloper is the ground lessee of the Property or a Transfer whereby Redeveloper ground leases the Property.

Section 8.04 Notice of Permitted Transfers. With respect to any Permitted Transfers under 8.03(f) and (l), the Redeveloper shall provide to the Township written notice at least thirty (30) days prior to such Transfer, including a description of the nature of such Permitted Transfer, and the name(s) and address(es) of the transferee and any parties, individuals and/or entities comprising such transferee. The Redeveloper shall cause the transferee to execute such documentation as is reasonably requested by the Township in order to assure that the transferee has assumed all of the Redeveloper's obligations under this Redevelopment Agreement (if the Redeveloper's right, title and interest in the Project is being transferred) or any portion thereof (if the Redeveloper's right, title and interest in a portion of the Project is being transferred).

Section 8.05 Transfers Void. In the absence of specific written consent by the Township, or a deemed approval in accordance with the terms hereof, no such sale, transfer, conveyance or assignment or approval thereof by the Township, shall be deemed to relieve the Redeveloper from any obligations under this Redevelopment Agreement. Upon the issuance of the final Certificate of Completion, the prohibitions set forth in this Article as to the Project shall be deemed terminated, and the Certificate of Completion shall so state.

Section 8.06 Approval of Transfer. Notwithstanding anything to the contrary contained herein, with respect to any Transfer that requires the Township's consent pursuant to the terms of this Article VIII, the Township shall not unreasonably withhold, condition or delay its consent to such Transfer. The Township shall notify the Redeveloper in writing whether the Township consents to a Transfer within forty-five (45) days after Redeveloper's written request to the Township for such consent. The Township shall not withhold, condition or delay its consent to any Transfer to a transferee that has the same or greater experience and technical capability to carry out the Project as the Redeveloper, and has the same or greater wherewithal to obtain financing for the Project as the Redeveloper.

ARTICLE IX
INDEMNIFICATION

Section 9.01 Redeveloper Indemnification.

(a) The Redeveloper covenants and agrees, at its expense, to pay and to indemnify, protect, defend and hold harmless the Township and the Township Indemnified Parties from and against all liability, losses, damages, demands, costs, claims, lawsuits, administrative proceedings, fines, penalties, and expenses (including attorneys' fees and court costs) of every kind, character and nature resulting, wholly or partially, from the condition, use, possession, conduct, management, planning, design, acquisition, construction, installation, financing, leasing or sale of the Project, which shall occur on or adjacent to the Property and which results from any negligence or willful misconduct of Redeveloper, its agents, servants, employees, or contractors, but excluding damage, liability, costs and expenses to the extent that same may result from the negligence or willful misconduct of the Township, its employees, representatives or agents.

(b) This Section shall survive termination of this Agreement.

ARTICLE X
MORTGAGE FINANCING; NOTICE OF DEFAULT TO MORTGAGEE; RIGHT TO CURE

Section 10.01 Mortgage Financing.

(a) Neither the Redeveloper nor any successor in interest to the Project, or any part thereof, shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Project to secure financing, whether by express agreement or operation of law, other than for the purpose of obtaining funds in connection with the construction of the Project and related financing in relation to the Property; provided, however, that upon the issuance of a Certificate of Completion for the Project, such prohibition shall no longer apply with respect to Project or the Property. The Redeveloper, or its successor in interest, shall notify the Township of any such financing secured by a mortgage or other security lien instrument which it enters into with respect to the Project, or any part thereof (the mortgagee thereunder, a "Holder").

Section 10.02 Notice of Default to the Redeveloper and Right to Cure. Whenever the Township shall deliver any notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper under this Redevelopment Agreement, the Township shall at the same time deliver to each Holder a copy of such notice or demand; provided that the Redeveloper has delivered to the Township a written notice of the name and address of such Holder. Each such Holder shall (insofar as the rights of the Township are concerned) have the right at its option within ninety (90) days after the receipt of such notice (and the expiration of all applicable cure periods), to cure or remedy, or to commence to cure or remedy, any such default which is subject to being cured and to add the cost thereof to the debt and the lien which it holds. The Township shall not seek to enforce any of its remedies under this Agreement during the period in which any such Holder is proceeding diligently and in good faith to cure a Redeveloper Event of Default. If possession of the Property is necessary to cure any default or breach, any Holder will be allowed to complete any proceedings required to obtain possession of the Property, providing such Holder is proceeding diligently to so obtain possession.

Section 10.03 No Guarantee of Construction or Completion by Holder.

Notwithstanding any of the provisions of this Agreement, including but not limited to those which are covenants running with the land, the Holder of any mortgage (including any such Holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or transfer in lieu thereof) may acquire title as a result of foreclosure proceedings or transfer in lieu thereof, and such transfer of title shall not be deemed a transfer in violation of Article VIII, and the Agency hereby consents thereto.

(a) A Holder shall in no manner be obligated by the provisions of this Redevelopment Agreement to construct or complete the Project, or to guarantee such construction or completion, nor shall any covenant or any other provisions be construed to obligate a Holder. Nothing contained in this Redevelopment Agreement shall be deemed to permit or authorize such Holder to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the Holder's security, including the

improvements or construction already made) without the Holder or Affiliate of Holder first having expressly assumed the Redeveloper's obligations to the Township with respect to the Project by written agreement reasonably satisfactory to the Township and the Holder. Likewise, any third-party purchaser other than the Holder who obtains title to the Project or any part thereof upon a foreclosure proceeding may acquire title upon such foreclosure proceeding, and such transfer of title shall not be deemed a transfer in violation of Article VIII, and the Township hereby consents thereto; but such purchaser shall be subject to the provisions in (b) below.

(b) If a Holder forecloses its mortgage secured by the Project, or takes title (in its name or the name of an Affiliate) to the Project by deed-in-lieu of foreclosure or similar transaction or if a third party purchaser acquires the Property at the foreclosure sale (collectively a "Foreclosure"), the Holder or its Affiliate shall have the option to either (i) sell the Project, as applicable, to a responsible entity reasonably acceptable to the Borough, which entity shall assume the obligations of the Redeveloper under this Redevelopment Agreement in accordance with Applicable Law, (ii) itself, or its affiliate, assume the obligations of the Redeveloper under this Redevelopment Agreement in accordance with Applicable Law, or (iii) determine not to proceed with the Project pursuant to this Agreement and terminate the Agreement. In the event of a Foreclosure and provided the Holder or the purchaser is in compliance with this Redevelopment Agreement, the Township shall not seek to enforce against the Holder or purchaser of such parcel any of the remedies available to the Township pursuant to the terms of this Redevelopment Agreement available in connection with the events preceding the Foreclosure. The Holder, or the entity or the third party purchaser assuming the obligations of the Redeveloper as to the parcel affected by such Foreclosure or sale, in that event must agree to complete the Project in accordance with the terms of this Redevelopment Agreement, but subject to reasonable extensions of the Project Schedule. Any such Holder, or other Person assuming such obligations of the Redeveloper, properly completing the Project shall be entitled, upon written request made to the Township, to Certificates of Completion. Nothing in this Redevelopment Agreement shall be construed or deemed to permit or to authorize any Holder, or such other Person assuming such obligations of the Redeveloper, to devote the Property, or any part thereof, to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Redevelopment Agreement, if such Holder assumes the obligations hereunder, and the Redevelopment Plan. The Holder or such other Person that assumes the obligations of the Redeveloper shall be entitled to develop the Property or Project in accordance herewith.

ARTICLE XI
EVENTS OF DEFAULT AND REMEDIES

Section 11.01 Events of Default. Any one or more of the following shall constitute an event of default hereunder ("Event of Default"), subject to the occurrence of an event of Force Majeure (with none of the following to be construed as a limitation on any other):

(a) Redeveloper Events of Default. (i) Failure of Redeveloper to observe or perform any covenant, condition, representation, warranty or agreement hereunder and any other failure, act or omission by Redeveloper designated elsewhere in this Redeveloper Agreement as a default, and except as otherwise specified below the continuance of such default for a period of thirty (30) days after Notice from the Township specifying the nature of such default and

requesting that such default be remedied; provided, however, if the default is one that cannot be completely remedied within thirty (30) days after such notice, it shall not be an Event of Default as long as Redeveloper is proceeding in good faith and with diligence to remedy same as soon as practicable;

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

(iii) Redeveloper (a) except as otherwise permitted hereunder, fails to perform it obligations with respect to the implementation of the Project in accordance with this Redevelopment Agreement and the Project Schedule, as same may be modified or extended from time to time in accordance with this Agreement, including, but not limited to, failure to Commence Construction or Complete Construction in accordance with the Project Schedule as same may be modified or extended from time to time in accordance with this Agreement; or (b) abandons the Project or substantially suspends construction work for six (6) consecutive months without the prior knowledge and consent of the Township (unless such suspension arises out of a Force Majeure Event), and any such failure, abandonment or suspension shall not be cured, ended, or remedied within thirty (30) days after Notice by the Township; provided, however, if the default is one that cannot be completely remedied within thirty (30) days after such Notice has been given, it shall not be an Event of Default as long as the Redeveloper is proceeding in good faith and with due diligence to remedy the same as soon as practicable;

(iv) There is a prohibited Transfer and such violation is not cured, ended or remediated within thirty (30) business days after written Notice from the Township;

(v) Material breach of any warranty or representation made by Redeveloper and the continuance thereof for a period of thirty (30) days after Notice from the Township specifying the nature of such default and requesting that such default be remedied; provided, however, if the default is one that cannot be completely remedied within thirty (30) days after such Notice, it shall not be an Event of Default as long as Redeveloper is proceeding in good faith and with due diligence to remedy the same as soon as practicable;

(vi) Violation by Redeveloper of any covenant or restriction contain herein;

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

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

Section 11.02 Force Majeure. Performance by either party hereunder shall not be deemed to be in default where delays or failure to perform are the result of events or conditions beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the terms of this Redevelopment Agreement, including, without limitation, the following (a "Force Majeure" event):

(a) An act of God, lightning, blizzards, hurricane, tornado, earthquake, acts of public enemy, war (whether or not declared), public health emergencies and any restrictions relating thereto, terrorism, blockade, insurrection, riot or civil disturbance, sabotage or similar occurrence, but not including reasonably anticipated weather conditions for the geographic area of the Property, other than those set forth above (such events being required to physically affect a Party's ability to fulfill its obligations hereunder; and the consequential effect of such events;

(b) The order, judgment, action or inaction and/or determination of any Governmental Authority (other than the Township when acting in conformance with this Redevelopment Agreement) excepting decisions interpreting federal, State and local tax laws generally applicable to all similar taxpayers; provided, however, that such order, judgment, action or inaction and/or determination shall not be the result of the willful misconduct or grossly negligent action or inaction of the Party relying thereon. Neither the contesting of any such order, judgments, action or inaction and/or determination, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as willful misconduct or grossly negligent action or inaction by such Party; or

(c) An inability to procure goods or services for any reason not caused by the willful misconduct or grossly negligent act or omission of the party claiming Force Majeure, including, without limitation, the limited manufacturing capacity of any suppliers; a general shortage of labor, equipment, facilities, energy, materials or supplies in the open market; failure of transportation, strikes, lockouts, slowdowns or similar labor action by trade unions or any of

their members, equipment manufacturers, suppliers of material and/or transporters of same; or any other economic condition that may adversely affect the Project, the Project Redevelopment or the real estate markets.

Any event of Force Majeure affecting any counterparty to an agreement with either or both of the Parties hereto shall be considered an event of Force Majeure hereunder. Notice by the Party claiming such extension shall be sent to the other Party within thirty (30) calendar days of the commencement of the cause. During any Force Majeure event that affects part of the Project, to the extent reasonably practicable, the Redeveloper shall continue to perform its obligations for the rest of the Project. The existence of an event of Force Majeure shall not prevent a Party from declaring the occurrence of an Event of Default by the Party relying on such Force Majeure event; provided that the event that is the basis of the Event of Default is not a result of the Force Majeure event.

Section 11.03 Remedies Upon Event of Default by the Redeveloper. If an Event of Default by the Redeveloper occurs which is not cured under Section 11.01(a) and subject to the rights of a Holder under Section 10.02 hereof, the have the right, in its sole and absolute discretion, to the following:

(a) Upon thirty (30) days' notice to Redeveloper, termination of this Agreement, in whole or in part, upon the expiration of the applicable cure period with respect to the Project or to otherwise de-designated the Redeveloper.

(b) The withholding of the issuance of any Certificate(s) of Occupancy and/or Certificate of Completion as to the Project until the Event of Default has been cured.

Section 11.04 Remedies Upon Events of Default by the Borough. In the event that an Event of Default by the Township occurs, which is not cured under Section 11.01(b) hereof, then the Redeveloper may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Township, as applicable, under this Redevelopment Agreement, including an action for specific performance. Further, but subject to any cure provisions afforded the Township hereunder, the Redeveloper shall have the right, in its sole and absolute discretion, to terminate this Redevelopment Agreement.

Section 11.05 Failure or Delay. Except as otherwise expressly provided in this Redevelopment Agreement, any failure or delay by either Party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 11.06 Remedies Cumulative. No remedy in favor of Redeveloper conferred by any of the provisions of this Redevelopment Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or

otherwise. The election of any one or more remedies by Redeveloper shall not constitute a waiver of the right to pursue other available remedies.

Section 11.07 Continuance of Obligations. The occurrence of an Event of Default shall not relieve the defaulting party of its obligations under this Redevelopment Agreement unless this Redevelopment Agreement is terminated as a result of such Event of Default, as and to the extent permitted hereunder.

Section 11.08 Mitigation. The Parties shall act reasonably to mitigate any damages that may be incurred as a result of an Event of Default hereunder; provided, however, that the costs of any mitigation efforts shall be at the sole cost of the defaulting Party.

ARTICLE XII
INSURANCE

Section 12.01 Insurance – General Requirements. At all times during the construction of the Project, and until such time as the Township shall issue a Certificate of Completion for the Project in accordance with the provisions of this Redevelopment Agreement, the Redeveloper shall maintain, or cause to be maintained by its contracts, who shall name the Township as an additional named insured and provide proof of same, insurance for the mutual benefit of the Township and the Redeveloper as their interests may appear:

(a) Loss or damage by fire, and such other risks as may be included in the standard form of extended coverage insurance from time to time available, in amounts sufficient to prevent the Township or Redeveloper from becoming a co-insurer within the terms of the applicable policies, and in any event, in amounts not less than 100% of the then full insurable value of the Project;

(b) All claims for bodily injury and property damage, under a policy of comprehensive general public liability insurance, with such limits as may be reasonably required by the Township from time to time, but not less than $1 million per occurrence in respect of injury or death and $2 million per occurrence for property damage, plus excess ("umbrella") liability policies with coverage not less than $5 million;

(c) Workers compensation insurance in an amount not less than $1 million or as statutorily may be required under Applicable Laws for employees of Redeveloper and its contractors; and

(d) Builder's risk insurance.

The Redeveloper's obligation to provide insurance, or to arrange for its contractors to provide insurance, as to the Project shall cease upon the issuance of a Certificate of Occupancy as to the Completion of Construction undertaken by the Redeveloper.

The Redeveloper shall furnish the Township with satisfactory proof that it has obtained all applicable insurance as descried in this Section from insurance companies or underwriters reasonably satisfactory to the Township. The Redeveloper shall furnish to the Township

certificates of the preceding types of insurance showing the type, amount, and class of operations insured and the effective and expiration dates of the policies.

All insurance policies obtained pursuant to this Article XII must include waivers of subrogation against the Township and the Redeveloper.

ARTICLE XIII
MISCELLANEOUS

Section 13.01 Notices. Formal notices, demands and communications between the Township and the Redeveloper ("Notice") shall be in writing and deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In this case such Notice is deemed effective upon delivery. Such Notice may be sent in the same manner to such other addresses as either Party may from time to time designate by written notice.

Copies of all Notices shall be sent as follows:

If to the Borough:

Karen J. Carnevale, RMC
Township Clerk
66 Main Street
West Orange, New Jersey 07052

With a copy to:

Robert Beckelman. Esq.
Wilentz, Goldman, Spitzer P.A.
90 Woodbridge Center Drive
Woodbridge, New Jersey 07095

If to the Redeveloper:

IOP 80 Main LLC & RM Main LLC
c/o IOP Property Management LLC
55 Bleeker Street, 2nd Floor
Millburn, New Jersey 07041
Attn: Josh M. Mann, Esq.

Section 13.02 Non Liability of Officials and Employees. (a) No member, official or employee of the Township or Township shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Township, or for any amount which may become due to the Redeveloper or its successor, or on any obligation under the terms of this Redevelopment Agreement.

(b) No member, officer, shareholder, director, partner or employee of the Redeveloper shall be personally liable to the Township, or any successor in interest, in the event of any default or breach by the Redeveloper or for any amount which may become due to the Township, or their successors, on any obligation under the terms of this Redevelopment Agreement.

Section 13.03 No Consideration for Agreement. Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Redevelopment Agreement, other than the normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. Redeveloper further warrants it has not paid or incurred any obligation to pay any officer or official of the Township, any money or other consideration for or in connection with this Redevelopment Agreement.

Section 13.04 Successors and Assigns. This Redevelopment Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto, and their heirs, executors, and administrators.

Section 13.05 Severability. If any term or provision of this Redevelopment Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Redevelopment Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Redevelopment Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 13.06 Entire Agreement. This Redevelopment Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof.

Section 13.07 Modification of Agreement. No modification, waiver, amendment, discharge, or change of this Redevelopment Agreement shall be valid unless the same is in writing, duly authorized, and signed by Redeveloper and the Township.

Section 13.08 Recitals and Exhibits. The Recitals and Exhibits annexed to this Redevelopment Agreement are hereby made a part of this Redevelopment Agreement by this reference thereto.

Section 13.09 Governing Law. This Redevelopment Agreement shall be governed by and construed in accordance with the Applicable Laws of the State, and any disputes arising hereunder shall be resolved in the Superior Court, State of New Jersey, Essex County Vicinage.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Redevelopment Agreement to be executed, all as of the date first above written.

WITNESS/ATTEST:

TOWNSHIP OF WEST ORANGE

_____
Karen J. Carnevale, Township Clerk

By:_____
Susan McCartney, Mayor

WITNESS/ATTEST:

IRON ORE WEST ORANGE, LLC

_____

By:_____
Name: Josh M. Mann
Title: Co-Managing Member, Iron Ore Properties LLC, as Managing Member of IOP 80 Main LLC & RM 80 Main LLC as Tenants in Common

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

CONCEPT PLAN

EXHIBIT C

FORM OF DECLARATION OF COVENANTS AND RESTRICTIONS

DECLARATION OF COVENANTS AND RESTRICTIONS

Record and Return to:
Robert Beckelman, Esq.
Wilentz, Goldman & Spitzer, P.A.
90 Woodbridge Center Drive
Suite 900 Box 10
Woodbridge, New Jersey 07095-0958

THIS REDEVELOPMENT PROJECT COVENANT (the "Project Covenant") is made this [____] day of _____, 2026 by Iron Ore West Orange, LLC, a limited liability company formed under the laws of the State of New Jersey with offices at 55 Bleeker Street, 2nd Floor, Millburn, New Jersey 07041 (the "Redeveloper").

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A*. 40A:12A-1 *et seq*. (the "Redevelopment Law") authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of rehabilitation; and

WHEREAS, on December 14, 2021, the Township Council adopted Resolution 323-21, designating the entire Township as an area in need of rehabilitation (the "Rehabilitation Area') under the Redevelopment Law; and

WHEREAS, based upon such determination, the Township Council authorized the preparation of the 76-80 Main Street Redevelopment Plan by the Township Planner, Susan Gruel, P.P. of Heyer, Gruel & Associates (the "Township Planner") for the parcel designated as Block 88, Lot 17 on the Tax Map of the Township, commonly known as 76-80 Main Street (the "Property"), as more specifically described in Exhibit A hereto (the "76-80 Main Street Redevelopment Plan shall hereinafter be referred to as the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan, dated March 14, 2026 was adopted by the Township Council pursuant to Ordinance No. 2977-26 on September 15, 2026; and

WHEREAS, Redeveloper is the owner of the Property; and

WHEREAS, the Township has determined to designate Redeveloper, as the redeveloper of the Property; and

WHEREAS, Redeveloper shall redevelop the Property, which includes a five-story office building facing increasing vacancies, by renovating the building's ground floor to accommodate retail and commercial uses, as more specifically set forth in Exhibit B, hereto (the "Project"); and

WHEREAS, Redeveloper will implement the development, design, financing and construction of the Project in conformity with the Redevelopment Plan and in accordance with the Redevelopment Law; and

WHEREAS, *N.J.S.A*. 40A:12A-8(e) and (f) of the Redevelopment Law authorize the Township to enter into contracts or agreements for the planning, construction or undertaking of any development project or redevelopment work in an area designated as an area in need of redevelopment; and

WHEREAS, on _____, 202_, the Township adopted Resolution # _____, a copy of which is attached hereto as Exhibit A, designating the Redeveloper as the "redeveloper" of the Property in accordance with the Redevelopment Law for the purpose of implementing the Project and authorizing execution of an agreement; and

WHEREAS, in order to implement the development, financing, construction, operation and management of the Project, the Township Council by duly adopted resolution authorized the execution of a redevelopment agreement with the Redeveloper dated _____, 2026 (the "Redevelopment Agreement") in accordance with *N.J.S.A*. 40A:12A-8(f) of the Redevelopment Law; and

WHEREAS, *N.J.S.A*. 40A:12A-9(a) of the Redevelopment Law requires that all agreements, leases, deeds and other instruments between a municipality and a redeveloper shall contain a covenant running with the land requiring, among other things, that " . . . the owner shall construct only the uses established in the current redevelopment plan . . . "; and

WHEREAS, the Redevelopment Agreement contains such a covenant by the Redeveloper and its successor or assigns for as long as the Redevelopment Agreement remains in effect, as well as perpetual covenants by the Redeveloper and its successor or assigns not to unlawfully discriminate upon the basis of age, race color creed, religion, ancestry, national origin, sex or familial status in the sale, lease, rental, use or occupancy of the Project Area or any building or structures erected thereon, to comply with Applicable Laws, Governmental Approvals, the Redevelopment Agreement and the Redevelopment Plan and to maintain in good condition any improvements made on the Project Area (as defined above) in accordance with Article IV of the Redevelopment Agreement; and

WHEREAS, the Redevelopment Agreement also provides that the Property, the Redevelopment Agreement, and the Redeveloper's interest therein shall not be transferable, subject to certain conditions, prior to the issuance of a Certificate of Completion and further

provides certain remedies to the Township for violations of the covenants and defaults under the Redevelopment Agreement; and

WHEREAS, the Redevelopment Agreement requires that such covenants be memorialized in a Declaration of Covenants and Restrictions and that said Declaration be recorded in the Office of the Essex County Clerk; and

WHEREAS, at such time as the Project is completed in accordance with the terms of the Redevelopment Plan and the Redevelopment Agreement, this Declaration of Covenant and Restrictions and the existing conditions which rendered the Property an area in need of rehabilitation, will no longer exist; and

WHEREAS, Section 6.04 of the Redevelopment Agreement requires Redeveloper to execute and record this Declaration to impose certain covenants and restrictions on the Project Area.

NOW, THEREFORE, in consideration of the foregoing, the Redeveloper, intending to be legally bound hereby and to bind its successors and assigns, does promise, covenant and declare as follows:

Section 1. Terms and Definitions. Defined terms not otherwise defined herein shall have the meaning assigned to such terms in the Redevelopment Agreement.

Section 2. Applicable Laws. The Redeveloper's development, construction, use, operation and maintenance of the Property and all improvements thereon and thereto, as provided in the Redevelopment Plan and the Redevelopment Agreement shall be undertaken and carried out in accordance with all Applicable Laws, including without limitation, the Redevelopment Plan, as it may be amended from time to time by the agreement of the Redeveloper and the Township.

Section 3. Redeveloper Covenants. Redeveloper covenants and agrees that:

(a) The Redeveloper shall construct the Project in accordance with this Redevelopment Agreement, the Redevelopment Law, the Redevelopment Plan, Governmental Approvals and all other Applicable Laws.

(b) The Redeveloper shall use commercially reasonable efforts to (i) obtain financing for the Project, (ii) construct and develop the Project with due diligence and (iii) Commence and Complete each item in the Project Schedule on or prior to the applicable date set forth in the Project Schedule and, for those items for which Commencement dates only are given, such items

shall be Completed in a commercially reasonable period. All activities performed under the Redevelopment Agreement shall be performed in accordance with the level of skill and care ordinarily exercised by reputable developers of similar developments of the character, scope and composition of the Project.

(c) The Redeveloper shall use diligent efforts to obtain all Governmental Approvals necessary for the construction and development of the Project. The Redeveloper shall construct, improve, operate and maintain the Project in compliance with all Governmental Approvals, and other laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations thereunder as shall be binding upon the Redeveloper under Applicable Laws.

(d) The Redeveloper shall fulfill its material obligations under any and all agreements it enters into with third parties with respect to the construction, leasing, financing and other matters relating to the Project; provided, however, that this covenant is not intended to prevent the Redeveloper from contesting the scope or nature of such obligations as and to the extent provided in such agreements.

(e) The Redeveloper acknowledges that the Township has relied on the Project Schedule in entering into its obligations under this Redevelopment Agreement. The Redeveloper shall use commercially reasonable efforts to Complete the Project or cause same to be Completed, on or prior to the date set forth in the Project Schedule at its sole cost and expense; provided, however, that the Parties acknowledge that moneys may be made available towards the Completion of same from other outside sources. In the event that moneys made available pursuant to any outside source are not sufficient to pay the costs necessary to Complete the Project, the Redeveloper shall not be entitled to any funds from the Township.

(f) Except for Permitted Transfers, and subject to the terms hereof, prior to the issuance of a Certificate of Completion, Redeveloper shall not effect a Transfer without the written consent of the Township, which shall not be unreasonably withheld, conditioned or delayed.

(g) Upon Completion of the development and construction of the Project, the Redeveloper shall use diligent efforts to obtain all Governmental Approvals authorizing the occupancy and uses of the Project for the purposes contemplated hereby.

(h) In connection with its use or occupancy of the Project, Redeveloper shall not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin,

physical handicap, sexual orientation, gender, affectional preference, marital status or familial status, and Redeveloper, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, physical handicap, sexual orientation, gender, affectional preference, marital status or familial status.

(i) The Redeveloper shall immediately notify the Township of any material change in its financial condition from the information provided to the Township by the Redeveloper indicating the Redeveloper's financial capability to develop, finance and construct the Project in furtherance of the Township's consideration in designating the Redeveloper as the redeveloper of the Property.

(j) The Redeveloper shall not use the Property, the Project, or any part thereof, for which a Certificate of Completion has not been issued, in a manner that is inconsistent with the Redevelopment Plan and this Redevelopment Agreement.

(k) Prior to the issuance of a Certificate of Completion, Redeveloper shall not encumber, hypothecate or otherwise use the Property, the Project or any part thereof as collateral for any transaction unrelated to the Project.

(l) Redeveloper will promptly pay any and all taxes, service charges, business improvement district special assessments or similar obligations when owed with respect to the Project Area and any other property owned by Redeveloper situated in the Township.

Section 4. It is intended and agreed that the covenants and restrictions set forth in Article 6 shall be covenants running with the land. All covenants in Article 6, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Redevelopment Agreement, shall be binding, to the fullest extent permitted by law, for the benefit and in favor of, and enforceable by the Township and its successors and assigns, and any successor in interest to the Property, or any part thereof, against Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Property or any part thereof. Notwithstanding the foregoing, the agreements and covenants set forth in Article 6 shall cease and terminate upon the issuance of a Certificate of Completion, provided however, that the covenants in Section 6.03(g) shall remain in effect without limitation as to time.

Section 5. It is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the covenants and restrictions set forth in the Redevelopment Agreement and this Declaration, both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or

for whose benefit such covenants and restrictions have been provided. Such covenants and restrictions shall run in favor the Township for the entire period during which such covenants and restrictions shall be in force and effect, without regard to whether the Township has at any time been, remains, or is an owner of any land or interest therein. During the period in which such covenants and restrictions shall be in force and effect, the Township shall have the right, in the event of any material breach of any such covenant or restriction, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of covenant or restrictions, to which it or any other beneficiaries of such agreement or covenant may be entitled.

Section 6. Upon redevelopment of the Property and completion of the Project, the covenants contained herein shall terminate and this Declaration shall be discharged of record and shall be deemed discharged upon the Redeveloper's receipt of a Certificate of Completion and termination of the Redevelopment Agreement pursuant to Section 7.01 thereof for the Project provided however, that the covenants in Section 6.03(g) shall remain in effect without limitation as to time.

[Signature page follows.]

IN WITNESS WHEREOF, the Redeveloper has caused this Declaration of Covenants and Restrictions to be executed on the date first above written.

IOP 80 Main LLC & RM 80 Main LLC as Tenants in Common

By:_____

Name: Josh M. Mann

Title: Co-Managing Member Iron Ore Properties LLC as Managing Member of IOP 80 Main LLC & RM 80 Main LLC as Tenants in Common

EXHIBIT D

FORM OF CERTIFICATE OF COMPLETION

Record and Return to:

CERTIFICATE OF COMPLETION

Pursuant to Section 7.01 of the Redevelopment Agreement by and between the Township of West Orange (the "Township") and IOP 80 Main LLC & RM 80 Main LLC as Tenants in Common (the "Redeveloper"), dated as of [_____, 2026], (the "Redevelopment Agreement"), the undersigned, as of the date hereof, certifies that (all undefined terms used herein shall have the same meaning ascribed to them in the Redevelopment Agreement):

(i) the Project in its entirety has been Completed as of [_____], in accordance with the Redevelopment Agreement and in compliance with Applicable Laws so that the Project in its entirety may, in all material respects, be used and operated under the applicable provisions of the Redevelopment Agreement;

(ii) all permits, licenses and approvals that are required in order for the Redeveloper to Complete the Project or such other work or action to which such term is applied are, to the extent so required, in full force and effect;

(iii) the Project is being operated in accordance with the terms and provisions of the Redevelopment Agreement, the Redevelopment Plan and Applicable Laws; and

The Property shall no longer be subject to (i) any covenant running with the land covered by this Certificate of Completion for the benefit of the Township, except for the covenants in Section 6.03(g), as a result of this determination.

This certificate is given without prejudice to any rights against third parties which exist on the date hereof or which may subsequently come into being.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Completion of Project to be executed as of the [____] day of [_____].

WITNESS/ATTEST: TOWNSHIP OF WEST ORANGE

_____ By: _____

Acknowledgment

STATE OF NEW JERSEY :
:SS
COUNTY OF :

On this [____] day of [_____] before me, personally appeared _____, the _____ of the Township of West Orange, a public body corporate and politic organized and existing under and by virtue of the laws of the State of New Jersey, who I am satisfied is the person who executed the foregoing instrument; and s/he acknowledged that s/he executed the foregoing instrument as the act of the corporation and that s/he was authorized to execute the foregoing instrument on behalf of the corporation.

_____

EXHIBIT E

PROJECT SCHEDULE

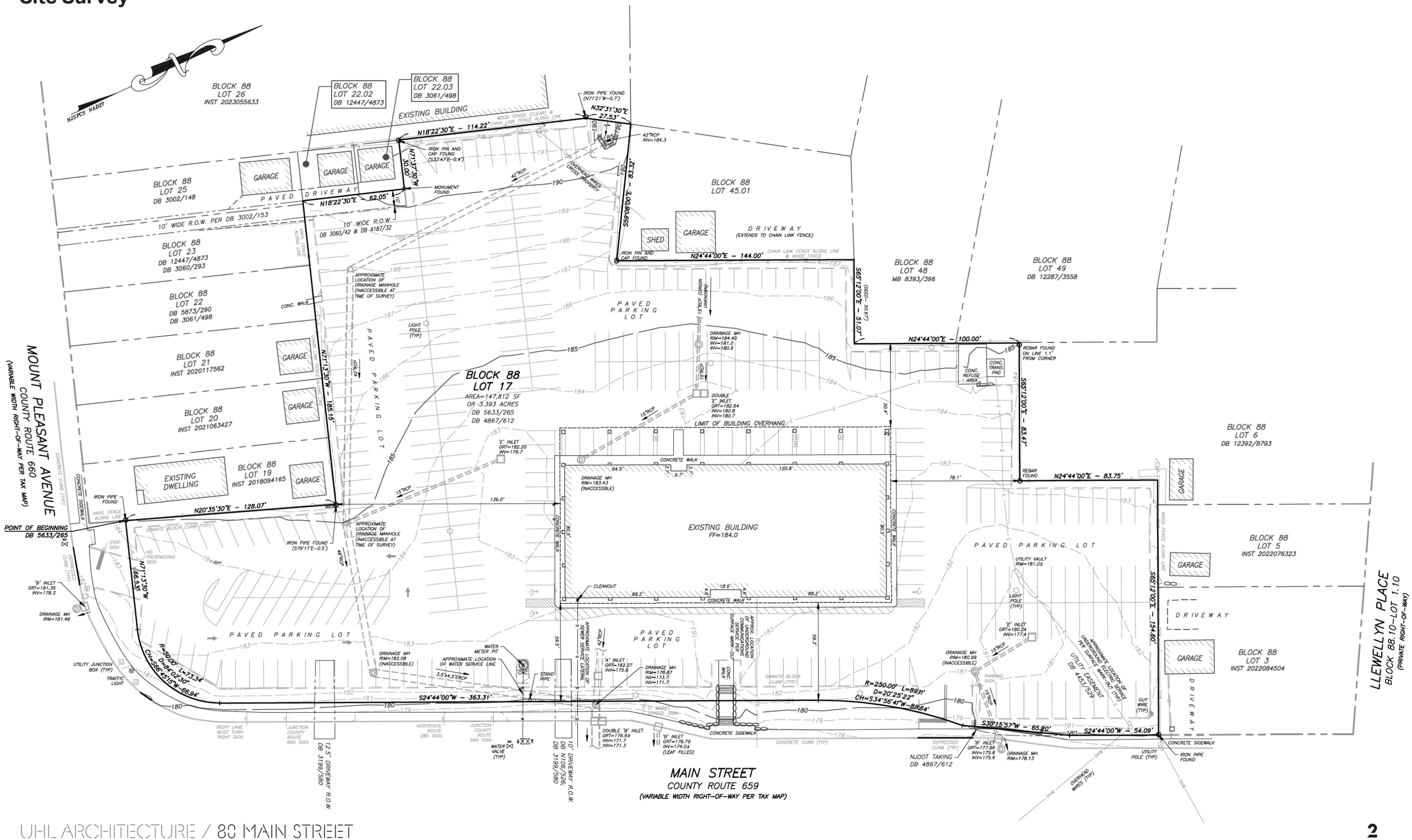
Event	**Date**
Filing of Site Plan Application	November 1, 2026
Filing for all other Governmental Approvals	December 1, 2026
Commencement of Construction	Two (2) months after Final Governmental Approvals
Scheduled Completion Date	Twelve (12) months after commencement of construction

80 MAIN STREET
IRON ORE PROPERTIES
CONCEPT DESIGN

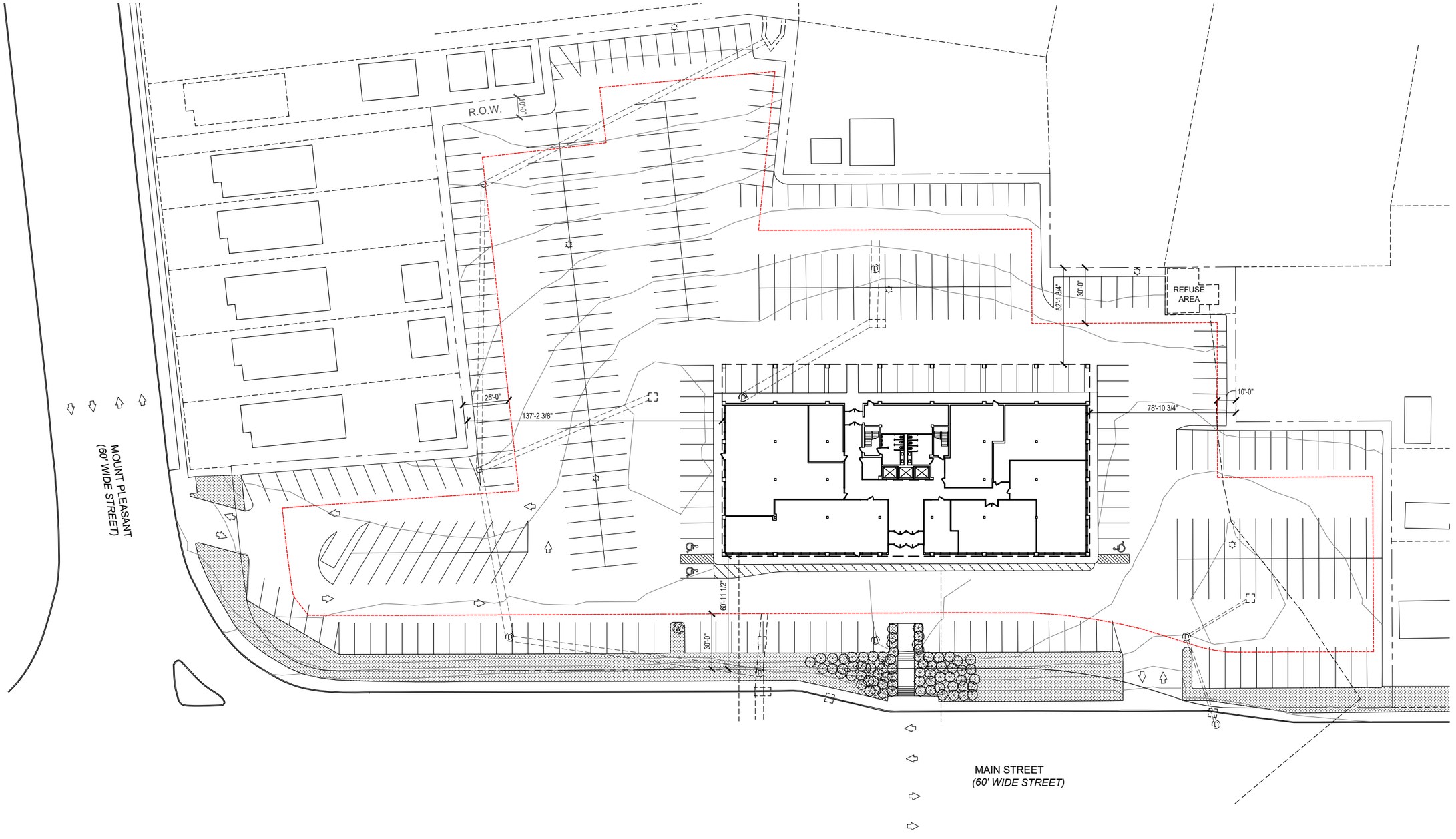
November 12th, 2024

UHL ARCHITECTURE

Site Survey


NJSPCS NAD27
BLOCK 88 LOT 26 INST 2023055633
BLOCK 88 LOT 22.02 DB 12447/4873
BLOCK 88 LOT 22.03 DB 3061/498
EXISTING BUILDING
WOOD FENCE (CLEAR) & CHAIN LINK FENCE ALONG LINE
IRON PIPE FOUND (N71°21'W-0.7')
N32°31'30"E 27.53'
N18°22'30"E - 114.22'
42"RCP INV=184.3
IRON PIN AND CAP FOUND (S33°47'E-0.4')
N71°37'30"W 10.00'
MONUMENT FOUND
OVERHEAD WIRES CROSS PROPERTY
S59°08'00"E - 83.32'
BLOCK 88 LOT 45.01
GARAGE
PAVED DRIVEWAY
N18°22'30"E 62.05'
10' WIDE R.O.W. PER DB 3002/153
10' WIDE R.O.W. DB 3060/42 & DB 4187/32
BLOCK 88 LOT 25 DB 3002/148
BLOCK 88 LOT 23 DB 12447/4873 DB 3060/293
BLOCK 88 LOT 22 DB 5873/290 DB 3061/498
BLOCK 88 LOT 21 INST 2020117562
BLOCK 88 LOT 20 INST 2021063427
BLOCK 88 LOT 19 INST 2018094165
EXISTING DWELLING
SHED
DRIVEWAY (EXTENDS TO CHAIN LINK FENCE)
IRON PIN AND CAP FOUND
N24°44'00"E - 144.00'
CHAIN LINK FENCE ALONG LINE & WOOD FENCE
S65°12'00"E - 51.07'
(DEED - 50.67')
BLOCK 88 LOT 48 MB 8393/396
BLOCK 88 LOT 49 DB 12287/3558
APPROXIMATE LOCATION OF DRAINAGE MANHOLE (INACCESSIBLE AT TIME OF SURVEY)
CONC. WALK
PAVED PARKING LOT
15"RCP (ORIGIN UNKNOWN)
LIGHT POLE (TYP)
DRAINAGE MH RIM=194.40 INV=181.0 INV=180.9
N24°44'00"E - 100.00'
REBAR FOUND ON LINE 1.1' FROM CORNER
CONC. REFUSE AREA
CONC. TRANS. PAD
S65°12'00"E - 83.47'
BLOCK 88 LOT 17
AREA=147,812 SF OR 3.393 ACRES
DB 5633/265
DB 4867/612
DOUBLE 'E' INLET GRT=182.64 INV=180.8 INV=180.7
LIMIT OF BUILDING OVERHANG
'E' INLET GRT=182.20 INV=179.7
CONCRETE WALK
DRAINAGE MH RIM=183.43 (INACCESSIBLE)
EXISTING BUILDING FF=184.0
CLEANOUT
CONCRETE SIDEWALK
REBAR FOUND
N24°44'00"E - 83.75'
BLOCK 88 LOT 6 DB 12392/8793
BLOCK 88 LOT 5 INST 2022076323
BLOCK 88 LOT 3 INST 2022084504
GARAGE
DRIVEWAY
S65°12'00"E - 154.80'
LLEWELLYN PLACE
BLOCK 88.10-LOT 1.10
(PRIVATE RIGHT-OF-WAY)
MOUNT PLEASANT AVENUE
COUNTY ROUTE 660
(VARIABLE WIDTH RIGHT-OF-WAY PER TAX MAP)
POINT OF BEGINNING DB 5633/265
N20°35'30"E - 128.07'
IRON PIPE FOUND
VINYL FENCE ALONG LINE
CONCRETE SIDEWALK
CONCRETE CURB (TYP)
GRANITE BLOCK CURB (TYP)
STOP SIGN
NO TRESPASSING SIGN
N71°13'30"W 66.53'
'B' INLET GRT=181.35 INV=178.3
DRAINAGE MH RIM=181.48
UTILITY JUNCTION BOX (TYP)
TRAFFIC LIGHT
R=50.00' L=73.34' D=84°02'30" CH=S66°45'15"W-66.94'
S24°44'00"W - 363.31'
APPROXIMATE LOCATION OF DRAINAGE MANHOLE (INACCESSIBLE AT TIME OF SURVEY)
IRON PIPE FOUND (S79°17'E-0.5')
48"RCP
DRAINAGE MH RIM=182.08 (INACCESSIBLE)
APPROXIMATE LOCATION OF WATER SERVICE LINE
3.5'x4.5'ERCP
WATER METER PIT
CMC
STAND PIPE
APPROXIMATE LOCATION OF SEWER SERVICE LATERAL
'A' INLET GRT=182.27 INV=175.6
DRAINAGE MH RIM=178.87 INV=173.7 INV=171.7
APPROX. LOCATION OF UNDERGROUND ELECTRIC SERVICE PER SURFACE MARK-OUT
CONC. WALK
GRANITE BLOCK CURB (TYP)
ST MARKS SCHOOL SIGN
CONCRETE SIDEWALK
CONCRETE CURB (TYP)
DOUBLE 'B' INLET GRT=176.9± INV=171.7 INV=171.3
'B' INLET GRT=176.79 INV=174.0± (LEAF FILLED)
WATER VALVE (TYP)
RIGHT LANE MUST TURN RIGHT SIGN
JUNCTION COUNTY ROUTE 660 SIGN
INTERSTATE ROUTE 280 SIGN
JUNCTION COUNTY ROUTE 660 SIGN
12.5' DRIVEWAY R.O.W. DB 3199/580
10' DRIVEWAY R.O.W. DB N106/526; DB 3199/580
MAIN STREET
COUNTY ROUTE 659
(VARIABLE WIDTH RIGHT-OF-WAY PER TAX MAP)
PAVED PARKING LOT
UTILITY VAULT RIM=181.0±
'E' INLET GRT=180.24 INV=177.4
15"RCP
DRAINAGE MH RIM=180.99 (INACCESSIBLE)
APPROXIMATE LOCATION OF UNDERGROUND ELECTRIC SERVICE PER SURFACE MARK-OUT (TYP)
UTILITY EASEMENT DB 4423/529
PARKING SIGN
GUY WIRE (TYP)
R=250.00' L=89.91' D=20°25'22" CH=S34°56'41"W-89.64'
S30°15'57"W - 65.80'
S24°44'00"W - 54.09'
DEPRESSED CURB (TYP)
NJDOT TAKING DB 4867/612
'B' INLET GRT=177.86 INV=175.8 INV=175.6
DRAINAGE MH RIM=178.13
UTILITY POLE (TYP)
IRON PIPE FOUND
OVERHEAD WIRES (TYP)

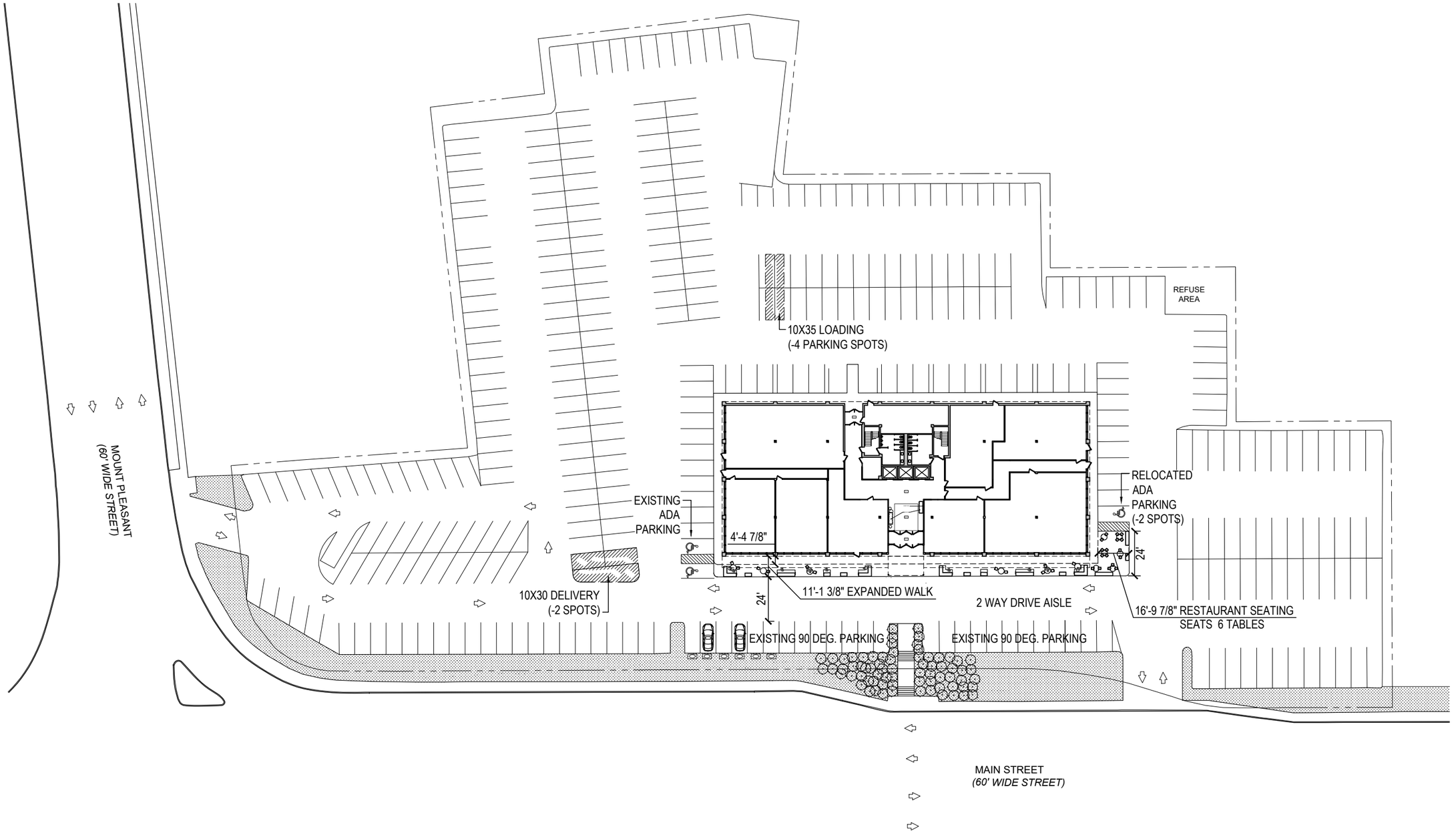
Existing Site Plan - Current Condition



1 SITE PLAN

1"=50'

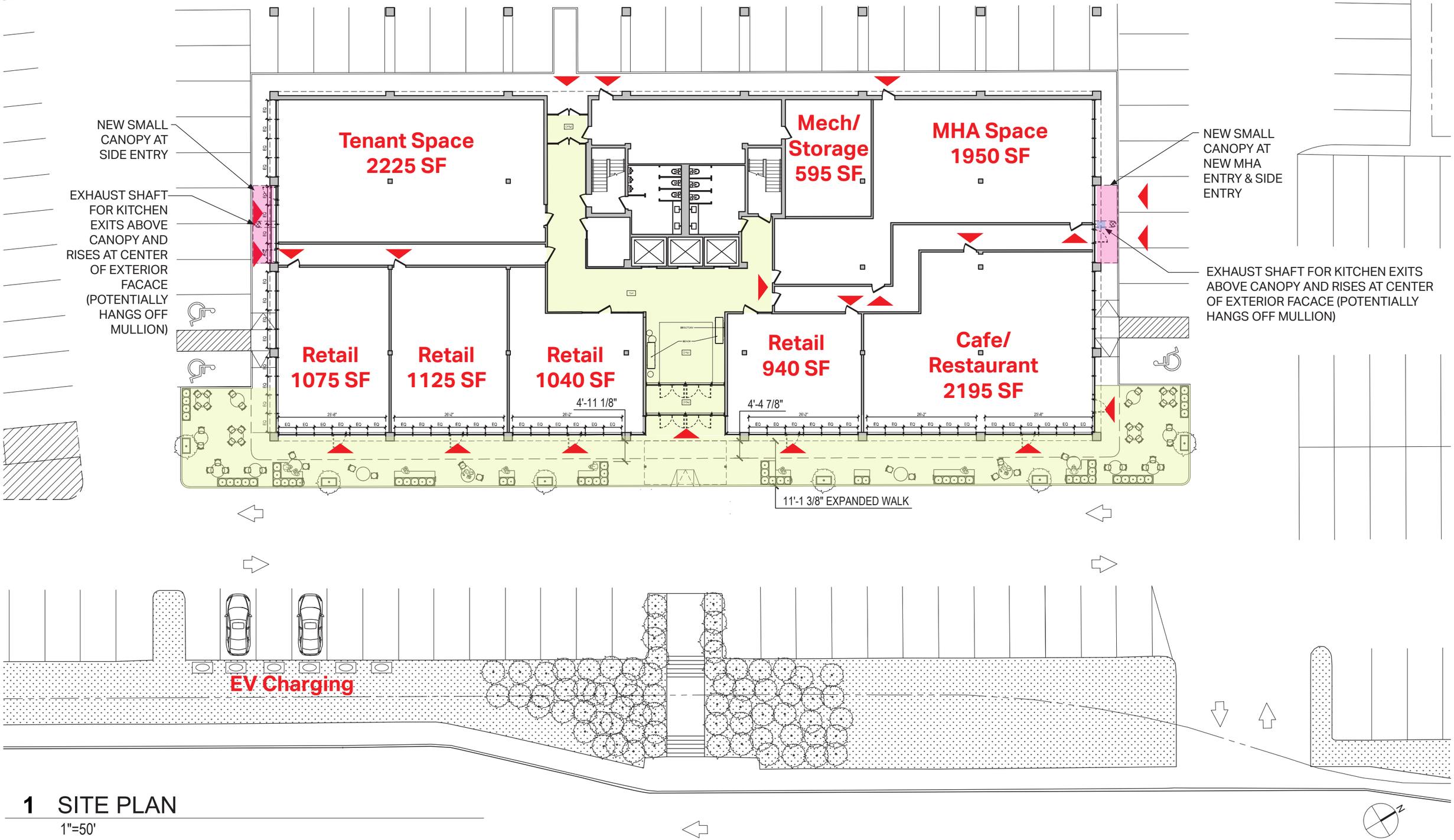
Proposed Site Plan - 01



1 SITE PLAN

1"=50'

Proposed Exterior Space - 11' Extended Sidewalk w Planters, Tables & Chairs



1 SITE PLAN

1"=50'

Existing Building



Revised Storefront - Entry Canopy, Perimeter Overhang, Extended 11′ Sidewalk with Tables, Chairs, & Planters



Existing Building



Revised Storefront - Entry Canopy, Perimeter Overhang, Extended 11′ Sidewalk with Tables, Chairs, & Planters



Revised Storefront - Entry Canopy, Perimeter Overhang, Extended 11′ Sidewalk with Tables, Chairs, & Planters



Revised Storefront - Entry Canopy, Perimeter Overhang, Extended 11′ Sidewalk with Tables, Chairs, & Planters



DYKSTRA WALKER
DESIGN DW GROUP

ENGINEERING, ENVIRONMENTAL SERVICES, PLANNING, SURVEYING

May 30, 2024 **Project No. 24029**

DESCRIPTION OF PROPERTY
LOT 17 - BLOCK 88
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY

Beginning at an iron pipe found in the northerly right-of-way line of Mount Pleasant Avenue (County Route 660; variable width right-of-way), said point being the same point of beginning of Lot 17, Block 88 as described in Deed Book 5633, Page 265, running, thence;

1. N 20°35'30" E, 128.07 feet along Lot 19, Block 88 to a point near an iron pipe found, thence;
2. N 71°13'30" W, 185.15 feet along Lots 19-23, Block 88, thence;
3. N 18°22'30" E, 62.05 feet along Lots 22.02 and 22.03, Block 88 to a monument found, thence;
4. N 71°37'30" W, 30.00 feet along Lot 22.03, Block 88 to a point near and iron pin and cap found, thence;
5. N 18°22'30" E, 114.22 feet along Lot 26, Block 88 to a point near and iron pipe found, thence;
6. N 32°31'30" E, 27.53 feet along the same, thence;
7. S 59°08'00" E, 83.32 feet along Lot 45.01, Block 88 to an iron pin and cap found, thence;
8. N 24°44'00" E, 144.00 feet along the same, thence;
9. S 65°12'00" E, 51.07 feet along Lot 48, Block 88, thence;
10. N 24°44'00" E, 100.00 feet along Lots 48 and 49, Block 88, thence;
11. S 65°12'00" E, 83.47 feet along Lot 6, Block 88, passing over a rebar found at 1.1 feet, to a rebar found, thence;
12. N 24°44'00" E, 83.75 feet along the same, thence;
13. S 65°12'00" E, 154.60 feet along Lots 6, 5 and 3, Block 88 to an iron pipe found in the westerly right-of-way line of Main Street (County Route 659; variable width right-of-way) , thence the following four courses along said right-of-way line;
14. S 24°44'00" W, 54.09 feet, thence;
15. S 30°15'57" W, 65.20 feet, thence;
16. Southerly along a non-tangent curve to the left having a radius of 250.00 feet, an arc length of 89.11 feet, and a central angle of 20°25'22" (chord - S 34°56'41" W, 88.64 feet) to a point of tangency, thence;
17. S 24°44'00" W, 363.31 feet to a point of curvature, thence;
18. Westerly along a tangent curve to the right connecting the westerly right-of-way line of Main Street and the northerly right-of-way line of Mount Pleasant Avenue, having a radius of 50.00 feet, an arc length of 73.34 feet, and a central angle of 84°02'30" (chord - S 66°45'15" W, 66.94 feet) thence;
19. N 71°13'30" W, 66.53 feet along the northerly right-of-way line of Mount Pleasant Avenue to the point or place of beginning.

Containing 147,812 square feet or 3.393 acres of land, more or less.

The above description is based on plan titled “ALTA/NSPS Land Title Survey, Block 88, Lot 17, #80 Main Street, Township of West Orange, Essex County, New Jersey” prepared by Dykstra Walker Design Group, dated 3/14/2024. Bearings are in accordance with New Jersey State Plane Coordinate System NAD 27 per said map.

Kenneth D. Dykstra, Professional Land Surveyor
New Jersey License No. 24GB03297200

280-26
October 13, 2026

RESOLUTION TO HOLD A CLOSED SESSION

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

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

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

BE IT RESOLVED, that the Township Council of the Township of West Orange, now assembled in public session at its regular meeting of **October 7, 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.

(X) 5. Pending or anticipated litigation or contract negotiation in which this body is or maybe a party.

(X) 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):

280-26 Resolution Authorizing an Executive Session for the purpose of discussing matters 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; and for the discussion of matters which, by express provision of federal law, state statute, or rule of court, are required to be rendered confidential, specifically including: (s)-(a) **(s); Attorney/Client Privilege- An Ordinance Amending Chapter 25, Article I, Section 9.13, Of the Revised General Ordinances of the Township of West Orange Banning "Pop-up" Parties; Contract Negotiations- Specifically Resolution 244-26 Fairview Insurance Agency, LLC. Executive Session matters are subject to change. (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 **October 13, 2026.**

Motion:

Second:

Vote

Aye:

Opposed:

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

Susan Scarpa
Council President

Adopted: October 13, 2026

281-26
October 13, 2026

RESOLUTION AUTHORIZING AN AFFORDABLE HOUSING SETTLEMENT AGREEMENT BETWEEN THE TOWNSHIP OF WEST ORANGE AND DAUGHTERS OF ISRAEL, INC., CONCERNING THE PROPERTY LOCATED AT 1155 PLEASANT VALLEY WAY, AUTHORIZING THE MAYOR AND TOWNSHIP CLERK TO EXECUTE THE AGREEMENT, AND AUTHORIZING ALL ACTIONS REASONABLY NECESSARY TO IMPLEMENT THE SETTLEMENT

WHEREAS, the Township of West Orange ("Township") is a municipal corporation of the State of New Jersey located in Essex County; and

WHEREAS, Daughters of Israel Inc., ("Daughters") is the owner of certain real property located at 1155 Pleasant Valley Way, West Orange, New Jersey, also known as Block 171, Lot 12 on the Township's Tax Map ("Property"); and

WHEREAS, the Township filed a declaratory judgment action in the Superior Court of New Jersey, Law Division, Essex County, bearing Docket No. ESX-L- 886-25, seeking a court managed path to compliance with its Fourth-Round affordable housing obligations pursuant to the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 *et seq.*, and applicable law; and

WHEREAS, Daughters filed a builder's remedy exclusionary zoning action against the Township and Planning Board, bearing Docket No. ESX-L-5603-25 (the "Builder's Remedy Action") and challenged the Zoning Board's denial by filing an action in lieu of prerogative writs, bearing Docket No. ESX-L-4045-23, which action is currently pending before the Appellate Division under Docket No. A-000164-24 (the "Zoning Board Litigation") (collectively referred to herein as the "Daughters Actions"); and

WHEREAS, the Township and Daughters, through their respective counsel and professionals, have engaged in extensive negotiations to resolve the Daughters Actions and provide an inclusionary affordable housing development on the Property; and

WHEREAS, the Township and Daughters have negotiated an Affordable Housing Settlement Agreement ("Settlement Agreement"), in a substantially similar form as attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, the Settlement Agreement contemplates, among other thing, development of the Property with a rental inclusionary Continuing Care Retirement Community ("CCRC") facility consisting of 311 total units with a maximum building height of five floors (including 163 independent living units, 64 assisted living units, and 84 skilled nursing units), approximately 347 parking spaces, and various site improvements and satisfaction of the affordable housing obligation with 7 creditable affordable housing units to be accommodated by the facility as assisted living units, in accordance with the Settlement Agreement, in exchange for

dismissal with prejudice of the Daughters Actions upon satisfaction of the conditions set forth in the Settlement Agreement; and

WHEREAS, in the event that title to the Property is transferred to or operated by a for-profit entity, the Daughters do not construct the Inclusionary Project, or if the project ever ceases to operate as a CCRC, or otherwise cease to provide any services that are a component thereto at any point in time, during the 40 year deed restriction period, then a modified set-aside shall be imposed for the balance of the fourth round term and subject to all applicable regulations as if these units were designated upon the inception of the fourth round, with a 10% deed restricted set aside on all assisted living units and a 20% deed restricted set-aside of all independent living housing units; and

WHEREAS, the Settlement Agreement remains subject to approval by the Superior Court following any fairness hearing or other proceeding required by the Court; and

WHEREAS, the site-specific implementing zoning ordinance contemplated by the Settlement Agreement is subject to separate introduction, public hearing, and final consideration in accordance with applicable law; and

WHEREAS, the Township Council has reviewed the material terms of the Settlement Agreement and finds that resolution of the Daughters Actions on the terms set forth therein will avoid the expense, delay, and uncertainty of continued litigation, advance the Township's Fourth Round affordable housing compliance, and serve the best interests of the Township and its residents; and

WHEREAS, the Township desires to approve the Settlement Agreement and authorize the Mayor, Township Clerk, Township counsel, and appropriate Township officials and professionals to take the actions reasonably necessary to effectuate the settlement.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, County of Essex, State of New Jersey, that the Affordable Housing Settlement Agreement between the Township of West Orange and Daughters of Israel Inc., is hereby approved, and shall be executed by the Mayor, attested to by the Township Clerk in the same or substantially similar form as attached hereto as Exhibit A and subject to Township Attorney approval, together with any certificates, acknowledgments, or related documents reasonably necessary to effectuate the Settlement Agreement; and

BE IT FURTHER RESOLVED, Township counsel, special affordable housing counsel, and the Township's professional planner are authorized to approve and incorporate such nonmaterial revisions, corrections, clarifications, and conforming changes to the Settlement Agreement and its exhibits as may be reasonably necessary to finalize the documents, provided that no such revision materially alters the substantive terms approved by this Resolution; and

BE IT FURTHER RESOLVED, Township counsel and special affordable housing counsel are authorized to submit the Settlement Agreement to the Superior Court, request any required fairness hearing or other approval, prepare and submit any proposed consent order, and execute or file any pleadings, stipulations, certifications, or other documents reasonably necessary to obtain Court approval and implement the Settlement Agreement; and

BE IT FURTHER RESOLVED, that the appropriate Township officials and professionals are authorized to prepare and present for consideration the site-specific implementing zoning ordinance contemplated by the Settlement Agreement; and

BE IT FURTHER RESOLVED, that the Mayor, Township Clerk, and other appropriate Township officials are hereby authorized to take any and all required actions to carry out this Settlement Agreement, as set forth herein.

BE IT FURTHER RESOLVED, This Resolution shall take effect immediately upon adoption and a copy of this Resolution shall be made available in the Clerk's office in accordance with applicable law.

Karen J. Carnevale, R.M.C. **Township Clerk**	**Susan Scarpa** **Council President**

Adopted: October 13, 2026

281-26

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AFFORDABLE HOUSING AGREEMENT

THIS Affordable Housing Agreement ("Agreement"), made this _____ day of September, 2026 (the "Effective Date"), by and between:

The **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, County of Essex, having an address at 66 Main Street, West Orange, New Jersey 07052, (hereinafter the "Township" or "West Orange").

and

DAUGHTERS OF ISRAEL, INC., a not for profit entity formed under the laws of the State of New Jersey, with offices located at 1155 Pleasant Valley Way, West Orange, New Jersey 07052, together with any current owner(s) of the Property defined below, and its/their permitted successors and assigns (collectively, "**Daughters**" and, with the Township, collectively referred to herein as the "Parties").

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and

And, for purposes of Paragraph 1.3, *infra*, only, **FAIR SHARE HOUSING CENTER**, a non-profit entity formed under the laws of the State of New Jersey, with offices located at 510 Park Boulevard, Cherry Hill, New Jersey 08002 ("FSHC").

RECITALS

WHEREAS, the Township of West Orange is a municipal corporation of the State of New Jersey located in Essex County; and

WHEREAS, the Township filed a declaratory judgment action in the Superior Court of New Jersey, Law Division, Essex County, bearing Docket No. ESX-L-886-25, seeking a court-managed path to compliance with its Fourth Round affordable housing obligations pursuant to the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, *et seq*., as amended by P.L. 2024, c. 2, Administrative Directive #14-24, and N.J.S.A. 52:27D-313; and

WHEREAS, the Court fixed the Township's Fourth Round affordable housing obligations at a rehabilitation/present need obligation of 409 units and a prospective need obligation of 660 units, and the Township's current draft Fourth Round Housing Element and Fair Share Plan ("Fourth Round HEFSP" or "Housing Plan") identifies an RDP of 0 and an unmet need of 660 units; and

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WHEREAS, Daughters is the long term lessee of certain real property located at 1155 Pleasant Valley Way also known as Block 171, Lot 12 on the Township's tax map (hereinafter the "Property"); and

WHEREAS, the Property was previously included in the Township's fourth round housing element Fair Share plan; and

WHEREAS, the Property is currently owned by the Jewish Community Foundation of Greater MetroWest NJ, Inc. (the "Foundation") which is a registered Not for profit entity, and the Foundation intends to transfer title of the Property to Daughters, subsequent to the Daughters' receipt of all necessary approvals for the Inclusionary Project, *infra*, and Daughters are authorized by the Foundation to enter into this Agreement in connection therewith; and

WHEREAS, the Property consists of approximately 344,124 square feet, or approximately 17 acres, and is located in the Township's R-2 Zone; and

WHEREAS, Daughters have, since 1962, served the needs of the aging and the larger community in the Township by providing health and social-related services to the elderly and others in need, regardless of their ability to pay. Daughters have long utilized their existing facility located on the subject Property and provided short-term rehabilitation for sub-acute care and temporary respite stays, long-term skilled nursing and memory care, as well as a broad array of specialty programs and services. Daughters existing services also include Meals on Wheels to Township residents, quality transportation for health and social services, and use of the existing facility as a training site for the Essex County College School of Nursing for student clinical on-site rotation, the 1199J Pace (Youth Train to Work) program, and the Essex County College C.NA. and Nursing program, and the Morris County Vocational Technology School of Nursing for LPNs; and

WHEREAS, Daughters' existing facility on the Property is becoming obsolete and must be redeveloped as a Continuing Care Retirement Community ("CCRC") facility to enable Daughters to continue their not-for-profit mission and provide long-term care to its seniors, including Medicaid recipients who rely upon Daughters' critical services; and

WHEREAS, absent a prompt rezoning and redevelopment, Daughters will have no choice but to shut down its operations in the Township, sell the Property, and construct a CCRC facility in another community; and

WHEREAS, consistent with the foregoing, Daughters previously filed, in November 2021, and presented a development proposal to the Township's Zoning Board of Adjustment (the "Zoning Board"), seeking approval for a Continuing Care Retirement Community ("CCRC") facility, ultimately consisting of 311 total units, which application was denied by the Zoning Board following 11 hearings on the application; and

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WHEREAS, Daughters challenged the Zoning Board's denial by filing an action in lieu of prerogative writs, bearing Docket No. ESX-L-4045-23, which action is currently pending before the Appellate Division under Docket No. A-000164-24 (the "Zoning Board Litigation"); and

WHEREAS, Daughters filed a builder's remedy / exclusionary zoning action against the Township and Planning Board, bearing Docket No. ESX-L-5603-25 (the "Builder's Remedy Action"; and

WHEREAS, by Order entered on April 10, 2026, the Builder's Remedy Action was consolidated with the Township's declaratory judgment action, Docket No. ESX-L-886-25, for purposes of mediation and discovery, without prejudice to any party making an application to have all issues tried at the same time, and Elizabeth McManus was designated to continue as Special Adjudicator; and

WHEREAS, following discussions among the Township and Daughters, the Parties reached an agreement to which Daughters agreed to withdraw its Builder's Remedy Action and settle the Zoning Board Litigation, and the Parties agreed, subject to finalization of this written settlement agreement and required implementing municipal action, that the Property would be included in the Township's Fourth Round HEFSP and related implementing measures for the provision of **7** affordable housing units, discussed *infra*; and

WHEREAS, the Parties desire to resolve the Builder's Remedy Action, settle the Zoning Board Litigation, avoid further litigation, provide certainty regarding the development of the Property, and provide the Township with affordable housing credits that may be applied toward the Township's Fourth Round affordable housing obligation; and

WHEREAS, Daughters seek to develop the Property with a rental inclusionary CCRC facility consisting of 311 total units with a maximum building height of five floors (including 163 independent living units, 64 assisted living units, and 84 skilled nursing units), approximately 347 parking spaces, and various site improvements, all intended to be consistent with the concept plan **attached hereto as Exhibit A** (the "Concept Site and Elevation Plans") and the zoning ordinance **attached hereto as Exhibit B** (the "Ordinance"). As noted subsequently, the CCRC facility will include 41 Medicaid eligible beds, but only 7 of the assisted living beds shall be affordable housing creditable in accordance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC"), the Fair Housing Act, applicable Court orders, and the Township's Court approved affordable housing plan (the "Inclusionary Project" or "Project"); and

WHEREAS, the Project shall include no fewer than 347 on site parking spaces; and

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WHEREAS, as set forth in greater detail in Paragraph 1.3, supra, and subject to the conditions enumerated therein, a material consideration for settlement by the Township is that the Daughters' Property and CCRC facility, as proposed herein, will generate a 0 realistic development potential ("RDP") for the Township while also providing 7 affordable housing credits towards the Township's satisfaction of its 25% unmet need obligation pursuant to N.J.S.A. 52:27D-310.1; and

WHEREAS, another material consideration for settlement by the Township is that, in the event the Property is sold or operated by a for-profit entity, as set forth in Paragraph ___, *supra*, the set-aside for the Project will require 20% of the units to be deed restricted and creditable towards the Township's Fourth Round obligation; and

WHEREAS, the Parties wish to enter into this Affordable Housing Agreement which sets forth the terms, conditions, responsibilities and obligations of the Parties relative to the Inclusionary Project and the affordable housing units to be provided on the Property.

NOW, THEREFORE, in consideration of the promises and the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto agree to the terms set forth as follows:

ARTICLE I – BASIC TERMS AND CONDITIONS

1.1 Purpose

The purpose of this Agreement is to resolve the disputes between the Parties, including Daughters' Builder's Remedy Action and the Zoning Board Litigation, and to create and maintain a rental Inclusionary Project on the Property in which 7 assisted living beds or the percentage of units set forth in accordance with Paragraph 1.8 of this agreement (if triggered), shall be shall be affordable housing creditable in accordance with UHAC standards, the Fair Housing Act, the Mount Laurel doctrine, and the Township's Court approved Fourth Round HEFSP.

The development will be substantially consistent with the Concept Plan dated 9/18/26 and the Ordinance attached hereto as exhibits A & B respectively.

The Parties intend that the Affordable Units to be constructed as part of the Inclusionary Project shall be included in the Township's Fourth Round HEFSP and related implementing measures and shall be applied toward the Township's Fourth Round affordable housing obligation, subject to approval by the Court, Special Adjudicator, Affordable Housing Dispute Resolution Program, or other reviewing authority, as applicable.

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1.2 Affordability Controls to Run with the Land

As a critical and non-severable component of this Agreement, the affordability controls applicable to the affordable units in the inclusionary project, including without limitation recorded deed restriction(s), restrictive covenants, and any other recorded affordability instruments required by UHAC, the Fair Housing Act, the Township's affordable housing ordinances, or any Court approved compliance plan, shall run with the land. The obligations and benefits hereunder shall be binding upon and inure to the benefit of the Parties, their successors and assigns, including any person, corporation, partnership, limited liability company, or other legal entity which at any particular time may have a fee title interest in the Property which is the subject of this Agreement.

Daughters' obligations with respect to the Affordable Units shall continue during Daughters' ownership or operation of the Property and shall be assumed by any successor owner for the full affordability control period, subject to the express conditions set forth herein.

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1.3 RDP Calculation of the Property and Unmet Need Provision

Fair Share Housing Center and the Township agree that, in the context of global settlement agreement with FSHC, the Project and the Property shall not contribute to West Orange's realistic development potential ("RDP"). Instead, the Project shall be considered as a "realistic" redevelopment opportunity site, which is specifically rezoned, and for which the 7 associated affordable housing credits count towards the Township's obligation to address the "at least 25% of its unmet need by identifying sites likely to redevelop and adopting realistic zoning" language of N.J.S.A. 52:27D-310.1

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In the event that FSHC and the Township do not reach an omnibus agreement, then both FSHC and the Township reserve all rights as it pertains to the RDP of the Property and the Township's obligation to zone for this obligation if deemed to exist by a Court with competent jurisdiction. The foregoing notwithstanding, the Township shall proceed with its rezoning obligations contained herein and this Agreement with Daughters shall be submitted to the Court for review at a fairness hearing, which FSHC shall support. In the event the Township does not settle its Fourth Round case with FSHC and the matter is instead litigated between FSHC and the Township, the Court's ultimate decision on this limited issue shall have no impact on the rezoning of the Property or the Parties' obligations hereunder.

FSHC's rights under this Agreement are limited to the within paragraph.

1.4 Project Description

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The Inclusionary Project shall consist of the following, subject to final site plan approval, outside agency approvals, and consistency with the Ordinance:

a. 311 total units, including 163 independent living units, 64 assisted living units, and 84 skilled nursing units;

b. No independent commercial component;

c. 7 assisted living beds that shall be designated as affordable housing creditable;

d. No fewer than 347 on-site parking spaces

g. stormwater management, landscaping, lighting, trash/recycling, facade, circulation, and other improvements substantially consistent with the Concept Plan dated 9/18/26 attached here to as Exhibit A. and/or as may be approved by the Planning Board; and

h. such other improvements as are reasonably necessary to construct and operate the Inclusionary Project in accordance with applicable law.

1.5 Exhibits

The following exhibits are incorporated into and made part of this Agreement:

a. Exhibit A – Concept Plan / Site Plan dated 9/18/26 and Conceptual Elevations dated ____ for the Inclusionary Project

b. Exhibit B – Ordinance _____.

ARTICLE II – DEVELOPER'S OBLIGATIONS

1.6 Obligation to Resolve All Pending Litigation and Withdraw Opposition

Upon the latter of the execution of this Agreement, the non-appealable Court approval of this Agreement at a fairness hearing, and the non-appealable adoption of the Ordinance attached as Exhibit B, Daughters shall file voluntary a stipulation of dismissal with prejudice of the Builder's Remedy Action and the Zoning Board Litigation. Such stipulations shall be filed within five (5) business days after the later of the foregoing events, unless another date is agreed to in writing by the Parties or ordered by the Court.

Daughters shall execute and file, or consent to the filing of, any stipulation, consent order, withdrawal, dismissal, or other document reasonably required by the Township, the Planning Board, Zoning Board of Adjustment the Special Adjudicator, or the Court to effectuate the stay,

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Commented [MS1]: Any reference to future banked parking spaces must be omitted/

Commented [MS2]: The elevations must show adequate screening to underbuilding parking

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withdrawal, and dismissal of the Builder's Remedy Action and Zoning Board Litigation (both without costs to any party) in accordance with this Agreement.

Daughters shall withdraw, and shall not refile, renew, support, fund, or otherwise pursue, any objection to the Township's Motion for Temporary Immunity / Interim Restraints, the Township's Fourth Round declaratory judgment action, the Township's request for compliance certification, the Township's request for repose, or the Township's Fourth Round Housing Element and Fair Share Plan, except solely to enforce the express terms of this Agreement.

Pending the final dismissal of the Builder's Remedy Action, Daughters shall consent to a stay of the Builder's Remedy Action and shall not take any action inconsistent with the stay, the Township's pending immunity/repose/compliance applications, or this Agreement.

This Agreement is subject to the Court's approval at a duly-noticed fairness hearing. Should the Court approve this Agreement at the fairness hearing then, upon the expiration of the appeal period associated with that Court approval, the Parties shall dismiss, with prejudice, the pending Zoning Board Litigation.

The Parties shall exercise good faith, cooperate, and assist each other in preparing and filing the stipulations of dismissal and any related documents required to implement this Section, and approval of the form of such documents shall not be unreasonably withheld, conditioned, or delayed. Nothing herein shall be construed to require the Township, the Planning Board, the Governing Body, or any Township official to approve any application, ordinance, variance, waiver, permit, or other governmental approval except in accordance with applicable law.

1.7 Obligation to Provide and Maintain Creditworthy Affordable Units

Daughters shall ensure that the Project maintains the affordability controls such that all Affordable Units are creditworthy against the Township's affordable housing obligation pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301 *et seq.*, any applicable COAH regulations, UHAC, the Mount Laurel doctrine, the Township's Housing Element and Fair Share Plan, and any applicable Court order, pursuant to a deed restriction and related affordability controls.

For purposes of this Agreement, "Affordable Unit(s)" means the affordable units identified in Paragraph 1.1 and 1.8 (if triggered) of this Agreement and compliant with UHAC for creditworthiness under the Fair Housing Act and the Mount Laurel doctrine.

Daughters shall be responsible to ensure that each Affordable Unit is created, marketed, priced, leased, operated, and maintained in compliance with UHAC, the Fair Housing Act, any applicable COAH regulations, the Township's affordable housing ordinances, the Township's Court approved affordable housing plan, the recorded deed restriction(s), this Agreement, and all applicable federal, state, county, and local law.

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1.8 Obligation to Satisfy Full Affordable Housing Set Aside, Including Any Fractional Obligation

The Parties agree that the Inclusionary Project shall yield 7 creditable affordable housing units and this shall be the Affordable Housing set-aside for the Daughters' Inclusionary Project.

However, in the event that title to the Property is transferred to or operated by a for-profit entity, the Daughters do not construct the Inclusionary Project or if the project ever ceases to operate as a CCRC, as defined in the ordinance attached hereto as Exhibit 'B" or otherwise cease to provide any services that are a component thereto at any point in time, during the 40 year deed restriction period, restricting the use of affordable units specified in this agreement then a modified set-aside shall be imposed for the balance of the fourth round term and subject to all applicable regulations as if these units were designated upon the inception of the fourth round. In particular, the Project shall contain a 10% deed restricted set aside on all assisted living units and a 20% deed restricted set-aside of all independent living housing units for the balance of said period. All such units shall be deed restricted in accordance with all applicable UHAC regulations necessary to qualify the same as creditable , and the developer/owner of the Project shall satisfy any fractional affordable housing obligation by making a payment in lieu to the Township's Affordable Housing Trust Fund, calculated on the basis of $180,000.00 per each affordable unit (on a fractional basis). Such fractional payment in lieu shall be payable as a condition of, and no later than, issuance of the first residential certificate of occupancy for the non-Daughters' project. To ensure compliance with this condition, Daughters shall, upon the later occurrence of the conditions referenced in Paragraph 1.6, *supra*, cause a memorandum of settlement to be recorded in the chain of title as an additional deed restriction for the Property that references this Agreement. Moreover, said deed restriction shall expressly waive any and all rights to challenge and/ or to interpose and defense to the same.

Moreover, in the event the Daughters seek and obtain approval for an Inclusionary Project in excess of 311 total units, then the affordable set-aside on the units in excess of 311 shall be 20%. No Temporary Certificate of Occupancy, Certificate of Occupancy, Rental Certificate, or other occupancy authorization for any residential unit shall issue unless and until the deed restrictions set forth in paragraphs 1.2 and 1.12 of this agreement are duly filed. No temporary certificate of occupancy, certificate of occupancy, rental certificate, or other occupancy authorization for any residential unit shall issue unless and until the deed restriction and additional has been recorded.

No waiver, reduction, alternate satisfaction, payment-in-lieu, or rounding methodology shall be effective unless expressly set forth in this Agreement, the Ordinance, or other Township implementing ordinance and approved by the Court or other reviewing authority to the extent required.

1.9 Obligation to Bear All Expenses Associated with Creating and Maintaining Creditworthy Units

Other than as specified in this Agreement, the Township shall have no financial obligations under this provision to assure that the Affordable Units are creditworthy, and all associated

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expenses, except as set forth herein to the contrary, shall be solely borne by Daughters, its successors, or assigns. Daughters shall pay all associated costs of the Administrative Agent which are incurred in connection with the Inclusionary Project.

Daughters shall also be responsible for all professional escrow deposits, application fees, review fees, inspection fees, recording fees, administrative agent fees, and other fees or charges lawfully imposed in connection with the Project, the Affordable Units, the development application, and the administration and monitoring of the Affordable Units.

1.10 Obligation to Cooperate with the Township in Its Efforts to Monitor the Units

The Parties acknowledge that the Township has the obligation from time to time to generate information necessary to demonstrate that units are creditworthy. Daughters and its successors or assigns, at their own expense, shall cooperate and provide all reasonable and necessary information to the Township, the Township's Municipal Housing Liaison, and the Administrative Agent regarding monitoring and reporting requirements.

1.11 Administrative Agent

Daughters shall work with the Township's Administrative Agent and special Mount Laurel counsel to ensure that the Affordable Units are administered in accordance with law. Daughters shall be responsible for providing the Township with all information, if any, that it, the Administrative Agent, or other governmental entities may require.

The Administrative Agent shall be selected, designated, or approved by the Township in accordance with UHAC and applicable law. Daughters shall pay all reasonable, actual, and necessary costs charged by the Administrative Agent for administration of the Affordable Units.

1.12 Obligation to Properly Deed Restrict the Inclusionary Project

Daughters shall work with the Township and its Administrative Agent to record a deed restriction that is consistent with UHAC, N.J.A.C. 5:80-26.1 *et seq.*, so that all Affordable Units in the Inclusionary Project shall have affordability controls for not less than **[40]** years because the Project is presently contemplated as a rental project. If the Project is converted to a for sale project by written amendment approved by the Township and the Court to the extent required, the Affordable Units shall have affordability controls for not less than forty (40) years, or such longer period as may be required by applicable law.

Daughters shall record the deed restriction(s) and all related affordability instruments in the Essex County Clerk/Register's Office at its sole cost and expense. Unless otherwise approved in writing by the Township and the Administrative Agent, such deed restriction(s) and affordability

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instruments shall be recorded prior to issuance of any certificate of occupancy for any residential unit within the Project.

Property maintenance shall be continuous. The Affordable Units shall comply with all applicable UHAC regulations necessary to maintain credit worthiness. In the event Daughters fails to timely record the required deed restriction(s) or affordability instruments, fails to maintain the Affordable Units in compliance with UHAC, or leases, rents, occupies, transfers, or otherwise permits use of any Affordable Unit in violation of the applicable affordability controls, Daughters shall be responsible for all reasonable costs and expenses incurred by the Township in enforcing this Agreement and the affordability controls, including reasonable attorneys' fees, administrative agent fees, professional fees, and court costs. In addition, to the fullest extent permitted by law and as an equitable remedy for noncompliance, Daughters shall remit to the Township's Affordable Housing Trust Fund any rent, income, or other consideration collected from any Affordable Unit during the period of noncompliance, or, at minimum, the difference between the amount actually collected and the maximum lawful affordable rent permitted under UHAC, as determined by the Township, the Administrative Agent, or the Court.

1.13 Obligation to Lease Units in a Manner That Maintains Their Creditworthiness

Daughters, including its successors and assigns, shall have the continuing responsibility to reserve the 7 Affordable Units in the Inclusionary Project in accordance with applicable federal, state, and local laws, UHAC, and the terms specified in this Agreement for at least 40 years and to maintain the Mount Laurel creditworthiness of the Affordable Units. In the event of any breach of this continuing responsibility, the Township shall have all remedies available in equity and law.

No Affordable Unit shall be leased, occupied, released, transferred, or otherwise made available except to an income qualified household approved by the Administrative Agent, at a rent approved by the Administrative Agent, and pursuant to a lease form approved by the Administrative Agent to the extent required by UHAC.

1.14 Obligation Not to Challenge the Township's Fourth Round Affordable Housing Plan

Daughters or any affiliated entities or successors in interest will cooperate with and support the Township's request for approval of any amendment to the Township's affordable housing plan and the subsequent entry of a judgment of compliance and repose/compliance certification, will support the settled upon fair share plan, and will not otherwise challenge the validity of the Township's affordable housing plan, so long as Daughters' site and this inclusionary project are included within the Fourth Round Affordable Housing Plan. This obligation also specifically requires Developer to support or not object to the Township's Fourth Round Plan (or any

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subsequent amendment thereto to accommodate the change in affordable units in accordance with Paragraph 1.8 of this agreement, if triggered)., to the extent the Township seeks approval of its Fourth Round Plan and Developer's site and this Inclusionary Project are contained within the Fourth Round Plan.

1.15 Obligation to File Development Applications in Accordance with the Ordinance and Concept Plan

After the Township's adoption of the Ordinance to permit development of the Inclusionary Project and approval by the court of this settlement agreement via a fairness hearing, Daughters shall file development applications consistent with the Concept Plan and the Ordinance. Daughters shall be responsible for obtaining any and all necessary and applicable agreements, approvals, and permits from all relevant public entities and utilities, including, but not limited to, the Township, Planning Board, Essex County, Essex County Planning Board, New Jersey Department of Environmental Protection, New Jersey Department of Transportation, applicable soil conservation district, utility providers, and any other governmental authority having jurisdiction.

Daughters shall diligently pursue completeness, hearings, approvals, permits, outside agency approvals, construction permits, and certificates of occupancy in good faith and without unreasonable delay.

1.16 Court Approval / Fairness Hearing Trigger for Development Application

The Parties acknowledge that this Agreement may be subject to approval by the Court following what is commonly known as a fairness hearing. Unless otherwise ordered by the Court, Daughters' development application shall be processed following Court approval of this Agreement after a fairness hearing, to the extent required, and passage/effectiveness of the Ordinance. The adoption of the Ordinance shall not be required to await the outcome of any required fairness hearing unless the Court so orders.

If this Agreement is not approved by the Court following any required fairness hearing, then this Agreement shall be deemed terminated and shall be of no further force and effect, and the Parties shall return to their respective positions as if this Agreement had not been executed by the Parties, subject to any order of the Court.

1.17 Parking, Traffic, Access, and Off Site Improvements

Daughters shall be responsible, at its sole cost and expense, for satisfying all parking, traffic, access, loading, refuse, utility, stormwater, pedestrian safety, and off site improvement requirements applicable to the inclusionary project, including those required by the Township, Planning Board, Essex County, any outside agency, or any condition of approval, except as

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expressly provided otherwise in this Agreement.

Daughters shall implement all parking, traffic, access, and off site improvement measures agreed upon by the Parties and/or required by any approval, including:

a. A minimum of 347 on-site parking spaces;

b. delivery, loading, trash pickup, private hauler, rideshare, curb management, and similar operational measures required by the Planning Board or outside agencies; and

c. any other traffic, parking, access, utility, or site mitigation measures required by the Planning Board, Township professionals, Essex County, or any outside agency.

d. All under building parking shall be screened in accordance with the Zoning ordinance attached hereto as exhibit B and subject to the reasonable approval of the Township Engineer, so as to minimize and effectively obstruct visibility of the same from neighboring residential properties or public rights of way.

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The Township agrees to use reasonable efforts to assist Developer in its undertakings to obtain required approvals for the parking, traffic, access, and off site improvements described in this Section. If Daughters requests the Township's assistance regarding any required approvals, such assistance will be provided by the Township at Daughters' expense, and any municipal consents or approvals required for such improvements shall not be unreasonably withheld, conditioned, or delayed where the Township has authority to issue same and where issuance is consistent with applicable law.

No temporary Certificate of Occupancy, Certificate of Occupancy, Rental Certificate, or other occupancy authorization shall be issued until all required parking, traffic, access, utility, stormwater, safety, and off-site improvements have been completed, bonded, inspected, or otherwise addressed to the satisfaction of the Township and any outside agency having jurisdiction, to the extent permitted by law and all required deed restrictions are duly recorded.

ARTICLE III - TOWNSHIP OBLIGATIONS

2.1 Obligation to Include Property in Fourth Round HEFSP

The Township acknowledges that, subject to the terms of this Agreement, Court approval to the extent required, and Daughters' full and timely performance of its obligations, the Property and inclusionary project, as described in this Agreement and as depicted in the Concept Plan, shall be included in the Township's Fourth Round Housing Element and Fair Share Plan and related implementing measures for the provision of the Affordable Units and satisfaction of any applicable fractional obligation as set forth herein.

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The Township's inclusion of the Property and Inclusionary Project in its Fourth Round HEFSP is expressly conditioned upon Developer's compliance with this Agreement, UHAC, the Ordinance, all applicable approvals, and all applicable laws.

2.2 Obligation to Rezone or Adopt Implementing Ordinance for the Project

The Township acknowledges and agrees that the zoning ordinance necessary to permit development of the inclusionary project on the Property in accordance with this Agreement is the Ordinance attached hereto as Exhibit B.

The Township shall take all necessary steps to promptly adopt the Ordinance within 60 days of the full execution of this Agreement, including adoption on second reading, and in compliance with all procedural requirements set forth in the Municipal Land Use Law, N.J.S.A. 40:55D-1 *et seq.* Nothing herein shall be construed to require the Township, the Governing Body, the Planning Board, or any Township official to act contrary to applicable law or any order of the Court.

2.3 Obligation to Cooperate

The Township acknowledges that, in order for Daughters to construct its Inclusionary Project, it will be required to obtain any and all necessary and applicable agreements, approvals, and permits from all relevant public entities and utilities, including, but not limited to: the Township, the Township's Planning Board, Essex County, the Essex County Planning Board, the New Jersey Department of Environmental Protection, the New Jersey Department of Transportation, the applicable soil conservation district, and utility providers, including those approvals set forth in the Township's ordinances and requirements imposed by the Township's land use boards. The Township agrees to use all reasonable efforts to assist Daughters in its undertakings to obtain the required approvals. If Daughters requests the Township's assistance regarding any required approvals, such assistance will be provided by the Township at Daughters' expense.

The Township recognizes that the unit count could be reduced as a result of Daughters securing any and all necessary and applicable agreements, approvals, and permits, but the Inclusionary Project shall nevertheless contain 7 creditable affordable housing units. If the Project contains more than 311 residential units, as referenced in Paragraph 1.8, then Daughters shall be required to make twenty percent (20%) of the units constructed in excess of 311 units as Affordable Units, subject to the fractional obligation provisions of Section 2.3.

2.4 Obligation to Refrain from Imposing Cost Generative Requirements

The Township agrees that the Township will not impose standards and/or requirements that have not been agreed to by the Parties and would otherwise be considered cost generative, to the extent that Daughters maintains the Affordable Units, which are specifically considered to be creditworthy under the Mount Laurel doctrine, entitling the Project to such protections.

2.5 Obligation with Regard to Utilities

The Township agrees to take all actions within its municipal authority, and to cooperate with all

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applicable utilities and agencies, to provide for and facilitate all utility connections and related off-site improvements required for the Inclusionary Project, including, without limitation, water, sanitary sewer, stormwater/drainage, electric, gas, and telecommunications, and shall issue all reasonable municipal consents and approvals necessary to do so, provided such consents and approvals are consistent with applicable law.

Daughters shall be responsible, at its sole cost and expense, for all required design, permitting, construction, installation, fees, and restoration associated with such connections, including securing any required third party easements, unless the Parties expressly agree otherwise in writing.

2.6 Capacity Representation

The Township represents that as of the Effective Date, based solely on information reasonably available to the Township, the Township is not aware of a formal sanitary, sewer, or water moratorium / scarce resource order presently applicable to the Property. In this regard, while the Parties do not anticipate any significant off-tract and/or off-site improvements are necessitated by the construction of the Inclusionary Project, if such improvements are in fact necessitated by the construction of the Inclusionary Project, then the statutory provisions of the Municipal Land Use Law's off tract improvement statute, set forth at N.J.S.A. 40:55D-42, shall govern.

ARTICLE IV – TOWNSHIP PLANNING BOARD (PLANNING BOARD) OBLIGATION

3.1 Obligation to Participate in Zoning Ordinance Approval with Reasonable Diligence

Notwithstanding any other provisions of this Article, the Parties understand that the Planning Board is not a party to this Agreement, but the Parties anticipate that the Planning Board will honor the provisions set forth herein to the extent consistent with the Municipal Land Use Law, the Ordinance, and applicable law. Moreover, the Parties anticipate that the Planning Board will grant and schedule special meetings as necessary, if so requested by Daughters, at the Daughters' sole expense.

3.2 Obligation to Process Developer's Development Application with Reasonable Diligence

The Planning Board shall diligently process Daughters' development applications following Court approval of this Agreement after any required fairness hearing and passage of the necessary zoning ordinance set forth herein, and within the time limits imposed by the Municipal Land Use Law.

3.3 Right to Seek Approval of Variances, Waivers, or De Minimis Exceptions

The Planning Board recognizes that the zoning ordinance approval and this Agreement contemplate development of the inclusionary project, which is an "inclusionary development" within the meaning of the Mount Laurel doctrine, and Daughters shall be entitled to any benefits, protections, and obligations afforded to developers of inclusionary developments. Nothing shall prevent Daughters from applying for a waiver or bulk variance from any standard imposed by the Ordinance and/or the

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Township's land use and development ordinance, as applicable, and the standards set forth in the Municipal Land Use Law, the Fourth Round affordable housing regulations, or in this Agreement, or as otherwise established by law, as applicable, shall determine if Daughters is entitled to this relief or from seeking a waiver or *de minimis* exception to any standard or requirement of the Residential Site Improvement Standards under the applicable regulations. Notwithstanding the above, the Township Council and Planning Board are under no contractual obligation to grant or approve any request for a variance, waiver, or de minimis exception.

ARTICLE V- MUTUAL OBLIGATIONS

4.1 Obligation to Comply with State Regulations

The Parties shall comply with any and all federal, state, county, and local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses, approvals, and similarly binding authority applicable to the inclusionary project, the Affordable Units, the Property, or the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement.

4.2 Mutual Good Faith, Cooperation, and Assistance

The Parties shall exercise good faith, cooperate, and assist each other in fulfilling the intent and purpose of this Agreement, including, but not limited to, the required approvals, the development of the Property consistent with the terms hereof, and the defense of any challenge with regard to any of the foregoing.

4.3 Notices

Any notice or transmittal of any document required, permitted, or appropriate hereunder and/or any transmittal between the Parties relating to the Property or this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or recognized overnight or personal carrier, with certified proof of receipt, and by email where an email address is provided below.

TO DAUGHTERS: **Daughters of Israel, Inc.**
Attn: Colleen Thompson, Executive Director of Daughters of Israel
1155 Pleasant Valley Way
West Orange, New Jersey 07052

With a copy to: **INGLESINO TAYLOR**
Attn: **John P. Inglesino, Esq.**
600 Parsippany Road, Suite 204
Parsippany, New Jersey 07054

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Email: jinglesino@itfirm.law

and

TO THE TOWNSHIP:

Township of West Orange
Attn: Township Clerk
66 Main Street
West Orange, New Jersey 07052
Email: clerk@westorange.org

With a copy to:

Semeraro & Fahrney, LLC
Attn: Mark J. Semeraro, Esq.
155 Route 46, Suite 108
Wayne, New Jersey 07470
Email: msemeraro@semerarolaw.com

TO FSHC (as to Paragraph 1.3 only):

Fair Share Housing Center
Attn: Ariela Rutbeck-Goldman, Esq.
510 Park Boulevard,
Cherry Hill, New Jersey 08002
Email: arielarutbeck@fairsharehousing.org

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

ARTICLE VI - MISCELLANEOUS

4.4 No Modification

This Agreement may not be modified, altered, amended, supplemented, or waived in any way except by a writing signed by each of the Parties.

4.5 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

4.6 Voluntary Agreement

The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with their counsel, that each party is the proper person and possesses the authority to sign the Agreement, that this Agreement contains the entire understanding

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of the Parties, and that there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

4.7 Interpretation

In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as the Parties and their attorneys have had input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township, the Planning Board, or any Party by reason of drafting.

4.8 Assignment

Daughters may assign this Agreement with advance notice to the Township, provided, however, that any assignment shall require that the assignee expressly assume in writing Daughters' obligations under Article II and all other obligations applicable to the Property and inclusionary project, and such assignment shall not relieve the assignor of its obligations for acts or omissions occurring prior to the effective date of the assignment unless the Township expressly agrees in writing. The Parties expressly recognize that the Foundation intends to transfer title of the Property to Daughters and such transfer shall be expressly permissible, without notice, and shall not require any approval of the Township. However, as set forth in Paragraph 1.8, in the event that title to the Property is transferred to or operated by a for-profit entity or the Daughters do not construct the Inclusionary Project, then the modified set-aside requirements set forth in Paragraph 1.8 shall be imposed.

4.9 Schedules

Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. The only exhibits to this Agreement are **Exhibit A**, the Concept Plan, and **Exhibit B**, the Ordinance unless the Parties amend this Agreement in writing.

4.10 Entire Agreement

This Agreement constitutes the entire Agreement between the Parties relating to the subject matter hereof, and supersedes all prior negotiations, discussions, representations, and understandings, whether written or oral, except to the extent expressly incorporated herein.

4.11 Effective Date

Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all Parties execute the same in accordance with the proper legal processes designated by law and the court approves this Agreement or a similar agreement ("Effective Date").

4.12 Captions

The captions and section headings in this Agreement are for convenience only and shall not be used to interpret, expand, or limit the terms of this Agreement.

4.13 Waiver

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The Parties agree that this Agreement is enforceable. Each of the Parties waives all rights to challenge the validity or the ability to enforce this Agreement. Failure to enforce any of the provisions of this Agreement by any of the Parties shall not be construed as a waiver of these or other provisions.

4.14 Notice of Actions

The Parties and their respective counsel agree immediately to provide each other with notice of any lawsuits, actions, applications, proceedings, appeals, or governmental declarations threatened or pending by third parties of which they are actually aware, which may affect the provisions of this Agreement.

4.15 Governing Law; Jurisdiction; Venue

This Agreement has been entered into and shall be construed, governed, and enforced in accordance with the laws of the State of New Jersey without giving effect to provisions relating to conflicts of law. Jurisdiction of any litigation ensuing with regard to this Agreement exclusively shall be in the Superior Court of New Jersey, Essex County Vicinage, including Docket No. ESX-L-886-25 and any consolidated or related matters to the extent retained by the Court. Service of any complaint may be effectuated in a manner consistent with the terms hereof for the delivery of Notices. The Parties waive formal service of process.

4.16 Default

In the event that either Party shall fail to perform any material obligation on its part to be performed pursuant to the terms and conditions of this Agreement, unless such obligation is waived by the other Party for whose benefit such obligation is intended, or by the Court, such failure to perform shall constitute a default under this Agreement. Upon the occurrence of any default, the non-defaulting Party shall provide notice to the defaulting Party, and the defaulting Party shall have a reasonable opportunity to cure the default within forty-five (45) days or such reasonable period of time as may be appropriate. In the event the defaulting Party fails to cure within forty-five (45) days or such reasonable period of time as may be appropriate, the Party for whose benefit such obligation is intended shall be entitled to exercise any and all rights and remedies that may be available in equity or under the laws of the State of New Jersey, including the right of specific performance to the extent available. Further, the Parties may apply to the Court for relief by way of motion to enforce litigants' rights. In the event of any declared default by a Court of competent jurisdiction, the defaulting Party shall reimburse the non-defaulting Party for all reasonable attorneys' fees, costs, and expenses incurred by the non-defaulting Party in enforcing this Agreement, including any application to enforce litigants' rights.

In the event the Township fails to adopt the aforementioned zoning ordinance, Daughters shall, in addition to the rights set forth in the preceding paragraph, have the right upon notice in accordance with this Agreement, to terminate this Agreement under which circumstance, the parties shall have all rights restored to the status quo ante to the date hereof and all claims and defenses available now shall be available to the parties.

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4.17 Fairness Hearing

The Parties acknowledge that this Settlement Agreement may be subject to approval by the Court following what is commonly known as a "fairness hearing" as set forth in Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986), and East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). If this Settlement Agreement is not approved by the Court, then this Settlement Agreement shall be deemed terminated and shall be of no further force and effect and the Parties shall return to their respective positions as if this Settlement Agreement had not been executed by the Parties. The adoption of the Ordinance and/or development application shall not be required to await such fairness hearing unless the Court so orders.

4.18 Recitals

The recitals set forth above are incorporated into and made part of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed, their corporate seals affixed and attested and this AGREEMENT to be effective as of the Effective Date.

TOWNSHIP OF WEST ORANGE

By: _____
Susan McCartney, Mayor

Date:

WITNESS/ATTEST:

By: _____
Karen J. Carnevale, Township Clerk

Date:

DAUGHTERS OF ISRAEL, INC.

By: _____
[insert name and title of principal]

Date:

Karen J. Carnevale, Township Clerk

Date:

FAIR SHARE HOUSING CENTER (as to Paragraph 1.3 only)

By: _____

Date:

WITNESS/ATTEST:

By: _____
[insert name and title of witness]

Date:

WITNESS/ATTEST:

By: _____

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EXHIBIT A

(CONCEPT PLAN)

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EXHIBIT B

(Ordinance)

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AFFORDABLE HOUSING AGREEMENT

THIS Affordable Housing Agreement ("Agreement")**,** made this 13th day of October, 2026 (the "Effective Date"), by and between:

The **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, County of Essex, having an address at 66 Main Street, West Orange, New Jersey 07052, (hereinafter the "Township" or "West Orange").

and

DAUGHTERS OF ISRAEL, INC., a not-for-profit entity formed under the laws of the State of New Jersey, with offices located at 1155 Pleasant Valley Way, West Orange, New Jersey 07052, together with any current owner(s) of the Property defined below, and its/their permitted successors and assigns (collectively, "**Daughters**" and, with the Township, collectively referred to herein as the "Parties").

and

And, for purposes of Paragraph 1.3, *infra*, only, **FAIR SHARE HOUSING CENTER**, a non-profit entity formed under the laws of the State of New Jersey, with offices located at 510 Park Boulevard, Cherry Hill, New Jersey 08002 ("FSHC").

RECITALS

WHEREAS, the Township of West Orange is a municipal corporation of the State of New Jersey located in Essex County; and

WHEREAS, the Township filed a declaratory judgment action in the Superior Court of New Jersey, Law Division, Essex County, bearing Docket No. ESX-L-886-25, seeking a court-managed path to compliance with its Fourth-Round affordable housing obligations pursuant to the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, *et seq*., as amended by P.L. 2024, c. 2, Administrative Directive #14-24, and N.J.S.A. 52:27D-313; and

WHEREAS, the Court fixed the Township's Fourth Round affordable housing obligations at a rehabilitation/present need obligation of 409 units and a prospective need obligation of 660 units, and the Township's current draft Fourth Round Housing Element and Fair Share Plan ("Fourth Round HEFSP" or "Housing Plan") identifies an RDP of 0 and an unmet need of 660 units; and

WHEREAS, Daughters is the long-term lessee of certain real property located at 1155 Pleasant Valley Way also known as Block 171, Lot 12 on the Township's tax map (hereinafter the "Property"); and

WHEREAS, the Property was previously included in the Township's fourth round housing element Fair Share plan; and

WHEREAS, the Property is currently owned by the Jewish Community Foundation of Greater MetroWest NJ, Inc. (the "Foundation") which is a registered Not for profit entity, and the Foundation intends to transfer title of the Property to Daughters, subsequent to the Daughters' receipt of all necessary approvals for the Inclusionary Project, *infra*, and Daughters are authorized by the Foundation to enter into this Agreement in connection therewith; and

WHEREAS, the Property consists of approximately 344,124 square feet, or approximately 17 acres, and is located in the Township's R-2 Zone; and

WHEREAS, Daughters have, since 1962, served the needs of the aging and the larger community in the Township by providing health and social-related services to the elderly and others in need, regardless of their ability to pay. Daughters have long utilized their existing facility located on the subject Property and provided short-term rehabilitation for sub-acute care and temporary respite stays, long-term skilled nursing and memory care, as well as a broad array of specialty programs and services. Daughters existing services also include Meals on Wheels to Township residents, quality transportation for health and social services, and use of the existing facility as a training site for the Essex County College School of Nursing for student clinical on-site rotation, the 1199J Pace (Youth Train to Work) program, and the Essex County College C.NA. and Nursing program, and the Morris County Vocational Technology School of Nursing for LPNs; and

WHEREAS, Daughters' existing facility on the Property is becoming obsolete and must be redeveloped as a Continuing Care Retirement Community ("CCRC") facility to enable Daughters to continue their not-for-profit mission and provide long-term care to its seniors, including Medicaid recipients who rely upon Daughters' critical services; and

WHEREAS, absent a prompt rezoning and redevelopment, Daughters will have no choice but to shut down its operations in the Township, sell the Property, and construct a CCRC facility in another community; and

WHEREAS, consistent with the foregoing, Daughters previously filed, in November 2021, and presented a development proposal to the Township's Zoning Board of Adjustment (the "Zoning Board"), seeking approval for a Continuing Care Retirement Community ("CCRC") facility, ultimately consisting of 311 total units, which application was denied by the Zoning Board following 11 hearings on the application; and

WHEREAS, Daughters challenged the Zoning Board's denial by filing an action in lieu of prerogative writs, bearing Docket No. ESX-L-4045-23, which action is currently pending before the Appellate Division under Docket No. A-000164-24 (the "Zoning Board Litigation"); and

WHEREAS, Daughters filed a builder's remedy / exclusionary zoning action against the Township and Planning Board, bearing Docket No. ESX-L-5603-25 (the "Builder's Remedy Action"; and

WHEREAS, by Order entered on April 10, 2026, the Builder's Remedy Action was consolidated with the Township's declaratory judgment action, Docket No. ESX-L-886-25, for purposes of mediation and discovery, without prejudice to any party making an application to have all issues tried at the same time, and Elizabeth McManus was designated to continue as Special Adjudicator; and

WHEREAS, following discussions among the Township and Daughters, the Parties reached an agreement to which Daughters agreed to withdraw its Builder's Remedy Action and settle the Zoning Board Litigation, and the Parties agreed, subject to finalization of this written settlement agreement and required implementing municipal action, that the Property would be included in the Township's Fourth Round HEFSP and related implementing measures for the provision of **7** affordable housing units, discussed *infra*; and

WHEREAS, the Parties desire to resolve the Builder's Remedy Action, settle the Zoning Board Litigation, avoid further litigation, provide certainty regarding the development of the Property, and provide the Township with affordable housing credits that may be applied toward the Township's Fourth Round affordable housing obligation; and

WHEREAS, Daughters seek to develop the Property with a rental inclusionary CCRC facility consisting of 311 total units with a maximum building height of five floors (including 163 independent living units, 64 assisted living units, and 84 skilled nursing units), approximately 347 parking spaces, and various site improvements, all intended to be consistent with the concept plan **attached hereto as Exhibit A** (the "Concept Site and Elevation Plans") and the zoning ordinance **attached hereto as Exhibit B** (the "Ordinance"). As noted subsequently, the CCRC facility will include 41 Medicaid eligible beds, but only 7 of the assisted living beds shall be affordable housing creditable in accordance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC"), the Fair Housing Act, applicable Court orders, and the Township's Court approved affordable housing plan (the "Inclusionary Project" or "Project"); and

WHEREAS, the Project shall include no fewer than 347 on-site parking spaces; and

WHEREAS, as set forth in greater detail in Paragraph 1.3, supra, and subject to the

conditions enumerated therein, a material consideration for settlement by the Township is that the Daughters' Property and CCRC facility, as proposed herein, will generate a 0 realistic development potential ("RDP") for the Township while also providing 7 affordable housing credits towards the Township's satisfaction of its 25% unmet need obligation pursuant to N.J.S.A. 52:27D-310.1; and

WHEREAS, another material consideration for settlement by the Township is that, in the event the Property is sold or operated by a for-profit entity, as set forth in Paragraph ___, *supra*, the set-aside for the Project will require 20% of the units to be deed restricted and creditable towards the Township's Fourth Round obligation; and

WHEREAS, the Parties wish to enter into this Affordable Housing Agreement which sets forth the terms, conditions, responsibilities and obligations of the Parties relative to the Inclusionary Project and the affordable housing units to be provided on the Property.

NOW, THEREFORE, in consideration of the promises and the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto agree to the terms set forth as follows:

ARTICLE I – BASIC TERMS AND CONDITIONS

1.1 Purpose

The purpose of this Agreement is to resolve the disputes between the Parties, including Daughters' Builder's Remedy Action and the Zoning Board Litigation, and to create and maintain a rental Inclusionary Project on the Property in which 7 assisted living beds or the percentage of units set forth in accordance with Paragraph 1.8 of this agreement (if triggered), shall be shall be affordable housing creditable in accordance with UHAC standards, the Fair Housing Act, the Mount Laurel doctrine, and the Township's Court approved Fourth Round HEFSP.

The development will be substantially consistent with the Concept Plan dated 9/18/26 and the Ordinance attached hereto as exhibits A & B respectively.

The Parties intend that the Affordable Units to be constructed as part of the Inclusionary Project shall be included in the Township's Fourth Round HEFSP and related implementing measures and shall be applied toward the Township's Fourth Round affordable housing obligation, subject to approval by the Court, Special Adjudicator, Affordable Housing Dispute Resolution Program, or other reviewing authority, as applicable.

1.2 Affordability Controls to Run with the Land

As a critical and non-severable component of this Agreement, the affordability controls applicable to the affordable units in the inclusionary project, including without limitation recorded deed restriction(s), restrictive covenants, and any other recorded affordability instruments required by UHAC, the Fair Housing Act, the Township's affordable housing ordinances, or any Court approved compliance plan, shall run with the land. The obligations and benefits hereunder shall be binding upon and inure to the benefit of the Parties, their successors and assigns, including any person, corporation, partnership, limited liability company, or other legal entity which at any particular time may have a fee title interest in the Property which is the subject of this Agreement.

Daughters' obligations with respect to the Affordable Units shall continue during Daughters' ownership or operation of the Property and shall be assumed by any successor owner for the full affordability control period, subject to the express conditions set forth herein.

1.3 RDP Calculation of the Property and Unmet Need Provision

Fair Share Housing Center and the Township agree that, in the context of global settlement agreement with FSHC, the Project and the Property shall not contribute to West Orange's realistic development potential ("RDP"). Instead, the Project shall be considered as a "realistic" redevelopment opportunity site, which is specifically rezoned, and for which the 7 associated affordable housing credits count towards the Township's obligation to address the "at least 25% of its unmet need by identifying sites likely to redevelop and adopting realistic zoning" language of N.J.S.A. 52:27D-310.1

In the event that FSHC and the Township do not reach an omnibus agreement, then both FSHC and the Township reserve all rights as it pertains to the RDP of the Property and the Township's obligation to zone for this obligation if deemed to exist by a Court with competent jurisdiction. The foregoing notwithstanding, the Township shall proceed with its rezoning obligations contained herein and this Agreement with Daughters shall be submitted to the Court for review at a fairness hearing, which FSHC shall support. In the event the Township does not settle its Fourth-Round case with FSHC and the matter is instead litigated between FSHC and the Township, the Court's ultimate decision on this limited issue shall have no impact on the rezoning of the Property or the Parties' obligations hereunder.

FSHC's rights under this Agreement are limited to the within paragraph.

1.4 Project Description

The Inclusionary Project shall consist of the following, subject to final site plan approval, outside agency approvals, and consistency with the Ordinance:

a. 311 total units, including 163 independent living units, 64 assisted living units, and 84 skilled nursing units;

b. No independent commercial component;

c. 7 assisted living beds that shall be designated as affordable housing creditable;

d. No fewer than 347 on-site parking spaces

g. stormwater management, landscaping, lighting, trash/recycling, facade, circulation, and other improvements substantially consistent with the Concept Plan dated 9/18/26 attached here to as Exhibit A. and/or as may be approved by the Planning Board; and

h. such other improvements as are reasonably necessary to construct and operate the Inclusionary Project in accordance with applicable law.

1.5 Exhibits

The following exhibits are incorporated into and made part of this Agreement:

a. Exhibit A – Concept Plan / Site Plan dated 9/18/26 and Conceptual Elevations dated____ for the Inclusionary Project

b. Exhibit B – Ordinance _____.

ARTICLE II – DEVELOPER'S OBLIGATIONS

1.6 Obligation to Resolve All Pending Litigation and Withdraw Opposition

Upon the latter of the execution of this Agreement, the non-appealable Court approval of this Agreement at a fairness hearing, and the non-appealable adoption of the Ordinance attached as Exhibit B, Daughters shall file voluntary a stipulation of dismissal with prejudice of the Builder's Remedy Action and the Zoning Board Litigation Such stipulations shall be filed within five (5) business days after the later of the foregoing events, unless another date is agreed to in writing by the Parties or ordered by the Court.

Daughters shall execute and file, or consent to the filing of, any stipulation, consent order, withdrawal, dismissal, or other document reasonably required by the Township, the Planning Board, Zoning Board of Adjustment the Special Adjudicator, or the Court to effectuate the stay, withdrawal, and dismissal of the Builder's Remedy Action and Zoning Board Litigation (both without costs to any party) in accordance with this Agreement.

Daughters shall withdraw, and shall not refile, renew, support, fund, or otherwise pursue, any objection to the Township's Motion for Temporary Immunity / Interim Restraints, the Township's Fourth Round declaratory judgment action, the Township's request for compliance certification, the Township's request for repose, or the Township's Fourth Round Housing Element and Fair Share Plan, except solely to enforce the express terms of this Agreement.

Pending the final dismissal of the Builder's Remedy Action, Daughters shall consent to a stay of the Builder's Remedy Action and shall not take any action inconsistent with the stay, the Township's pending immunity/repose/compliance applications, or this Agreement.

This Agreement is subject to the Court's approval at a duly noticed fairness hearing. Should the Court approve this Agreement at the fairness hearing then, upon the expiration of the appeal period associated with that Court approval, the Parties shall dismiss, with prejudice, the pending Zoning Board Litigation.

The Parties shall exercise good faith, cooperate, and assist each other in preparing and filing the stipulations of dismissal and any related documents required to implement this Section, and approval of the form of such documents shall not be unreasonably withheld, conditioned, or delayed. Nothing herein shall be construed to require the Township, the Planning Board, the Governing Body, or any Township official to approve any application, ordinance, variance, waiver, permit, or other governmental approval except in accordance with applicable law.

1.7 Obligation to Provide and Maintain Creditworthy Affordable Units

Daughters shall ensure that the Project maintains the affordability controls such that all Affordable Units are creditworthy against the Township's affordable housing obligation pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301 *et seq.*, any applicable COAH regulations, UHAC, the Mount Laurel doctrine, the Township's Housing Element and Fair Share Plan, and any applicable Court order, pursuant to a deed restriction and related affordability controls.

For purposes of this Agreement, "Affordable Unit(s)" means the affordable units identified in Paragraph 1.1 and 1.8 (if triggered) of this Agreement and compliant with UHAC for creditworthiness under the Fair Housing Act and the Mount Laurel doctrine.

Daughters shall be responsible to ensure that each Affordable Unit is created, marketed, priced, leased, operated, and maintained in compliance with UHAC, the Fair Housing Act, any applicable COAH regulations, the Township's affordable housing ordinances, the Township's Court approved affordable housing plan, the recorded deed restriction(s), this Agreement, and all applicable federal, state, county, and local law.

1.8 Obligation to Satisfy Full Affordable Housing Set Aside, Including Any Fractional Obligation

The Parties agree that the Inclusionary Project shall yield 7 creditable affordable housing units and this shall be the Affordable Housing set-aside for the Daughters' Inclusionary Project.

However, in the event that title to the Property is transferred to or operated by a for-profit entity, the Daughters do not construct the Inclusionary Project or if the project ever ceases to operate as a CCRC, as defined in the ordinance attached hereto as Exhibit 'B" or otherwise cease to provide any services that are a component thereto at any point in time, during the 40 year deed restriction period, restricting the use of affordable units specified in this agreement then a modified set-aside shall be imposed for the balance of the fourth round term and subject to all applicable regulations as if these units were designated upon the inception of the fourth round. In particular, the Project shall contain a 10% deed restricted set aside on all assisted living units and a 20% deed restricted set-aside of all independent living housing units for the balance of said period. All such units shall be deed restricted in accordance with all applicable UHAC regulations necessary to qualify the same as creditable , and the developer/owner of the Project shall satisfy any fractional affordable housing obligation by making a payment in lieu to the Township's Affordable Housing Trust Fund, calculated on the basis of $180,000.00 per each affordable unit (on a fractional basis). Such fractional payment in lieu shall be payable as a condition of, and no later than, issuance of the first residential certificate of occupancy for the non-Daughters' project. To ensure compliance with this condition, Daughters shall, upon the later occurrence of the conditions referenced in Paragraph 1.6, *supra*, cause a memorandum of settlement to be recorded in the chain of title as an additional deed restriction for the Property that references this Agreement. Moreover, said deed restriction shall expressly waive any and all rights to challenge and/ or to interpose and defense to the same.

Moreover, in the event the Daughters seek and obtain approval for an Inclusionary Project in excess of 311 total units, then the affordable set-aside on the units in excess of 311 shall be 20%. No Temporary Certificate of Occupancy, Certificate of Occupancy, Rental Certificate, or other occupancy authorization for any residential unit shall issue unless and until the deed restrictions set forth in paragraphs 1.2 and 1.12 of this agreement are duly filed. No temporary certificate of occupancy, certificate of occupancy, rental certificate, or other occupancy authorization for any residential unit shall issue unless and until the deed restriction and additional has been recorded.

No waiver, reduction, alternate satisfaction, payment-in-lieu, or rounding methodology shall be effective unless expressly set forth in this Agreement, the Ordinance, or other Township implementing ordinance and approved by the Court or other reviewing authority to the extent required.

1.9 Obligation to Bear All Expenses Associated with Creating and Maintaining Creditworthy Units

Other than as specified in this Agreement, the Township shall have no financial obligations under this provision to assure that the Affordable Units are creditworthy, and all associated expenses, except as set forth herein to the contrary, shall be solely borne by Daughters, its

successors, or assigns. Daughters shall pay all associated costs of the Administrative Agent which are incurred in connection with the Inclusionary Project.

Daughters shall also be responsible for all professional escrow deposits, application fees, review fees, inspection fees, recording fees, administrative agent fees, and other fees or charges lawfully imposed in connection with the Project, the Affordable Units, the development application, and the administration and monitoring of the Affordable Units.

1.10 Obligation to Cooperate with the Township in Its Efforts to Monitor the Units

The Parties acknowledge that the Township has the obligation from time to time to generate information necessary to demonstrate that units are creditworthy. Daughters and its successors or assigns, at their own expense, shall cooperate and provide all reasonable and necessary information to the Township, the Township's Municipal Housing Liaison, and the Administrative Agent regarding monitoring and reporting requirements.

1.11 Administrative Agent

Daughters shall work with the Township's Administrative Agent and special Mount Laurel counsel to ensure that the Affordable Units are administered in accordance with law. Daughters shall be responsible for providing the Township with all information, if any, that it, the Administrative Agent, or other governmental entities may require.

The Administrative Agent shall be selected, designated, or approved by the Township in accordance with UHAC and applicable law. Daughters shall pay all reasonable, actual, and necessary costs charged by the Administrative Agent for administration of the Affordable Units.

1.12 Obligation to Properly Deed Restrict the Inclusionary Project

Daughters shall work with the Township and its Administrative Agent to record a deed restriction that is consistent with UHAC, N.J.A.C. 5:80-26.1 *et seq.*, so that all Affordable Units in the Inclusionary Project shall have affordability controls for not less than **[40]** years because the Project is presently contemplated as a rental project. If the Project is converted to a for sale project by written amendment approved by the Township and the Court to the extent required, the Affordable Units shall have affordability controls for not less than forty (40) years, or such longer period as may be required by applicable law.

Daughters shall record the deed restriction(s) and all related affordability instruments in the Essex County Clerk/Register's Office at its sole cost and expense. Unless otherwise approved in writing by the Township and the Administrative Agent, such deed restriction(s) and affordability instruments shall be recorded prior to issuance of any certificate of occupancy for any residential

unit within the Project.

Property maintenance shall be continuous. The Affordable Units shall comply with all applicable UHAC regulations necessary to maintain credit worthiness. In the event Daughters fails to timely record the required deed restriction(s) or affordability instruments, fails to maintain the Affordable Units in compliance with UHAC, or leases, rents, occupies, transfers, or otherwise permits use of any Affordable Unit in violation of the applicable affordability controls, Daughters shall be responsible for all reasonable costs and expenses incurred by the Township in enforcing this Agreement and the affordability controls, including reasonable attorneys' fees, administrative agent fees, professional fees, and court costs. In addition, to the fullest extent permitted by law and as an equitable remedy for noncompliance, Daughters shall remit to the Township's Affordable Housing Trust Fund any rent, income, or other consideration collected from any Affordable Unit during the period of noncompliance, or, at minimum, the difference between the amount actually collected and the maximum lawful affordable rent permitted under UHAC, as determined by the Township, the Administrative Agent, or the Court.

1.13 Obligation to Lease Units in a Manner That Maintains Their Creditworthiness

Daughters, including its successors and assigns, shall have the continuing responsibility to reserve the 7 Affordable Units in the Inclusionary Project in accordance with applicable federal, state, and local laws, UHAC, and the terms specified in this Agreement for at least 40 years and to maintain the Mount Laurel creditworthiness of the Affordable Units. In the event of any breach of this continuing responsibility, the Township shall have all remedies available in equity and law.

No Affordable Unit shall be leased, occupied, released, transferred, or otherwise made available except to an income qualified household approved by the Administrative Agent, at a rent approved by the Administrative Agent, and pursuant to a lease form approved by the Administrative Agent to the extent required by UHAC.

1.14 Obligation Not to Challenge the Township's Fourth Round Affordable Housing Plan

Daughters or any affiliated entities or successors in interest will cooperate with and support the Township's request for approval of any amendment to the Township's affordable housing plan and the subsequent entry of a judgment of compliance and repose/compliance certification, will support the settled upon fair share plan, and will not otherwise challenge the validity of the Township's affordable housing plan, so long as Daughters' site and this inclusionary project are included within the Fourth Round Affordable Housing Plan. This obligation also specifically requires Developer to support or not object to the Township's Fourth Round Plan (or any subsequent amendment thereto to accommodate the change in affordable units in accordance

with Paragraph 1.8 of this agreement, if triggered)., to the extent the Township seeks approval of its Fourth-Round Plan and Developer's site and this Inclusionary Project are contained within the Fourth-Round Plan.

1.15 Obligation to File Development Applications in Accordance with the Ordinance and Concept Plan

After the Township's adoption of the Ordinance to permit development of the Inclusionary Project and approval by the court of this settlement agreement via a fairness hearing, Daughters shall file development applications consistent with the Concept Plan and the Ordinance. Daughters shall be responsible for obtaining any and all necessary and applicable agreements, approvals, and permits from all relevant public entities and utilities, including, but not limited to, the Township, Planning Board, Essex County, Essex County Planning Board, New Jersey Department of Environmental Protection, New Jersey Department of Transportation, applicable soil conservation district, utility providers, and any other governmental authority having jurisdiction.

Daughters shall diligently pursue completeness, hearings, approvals, permits, outside agency approvals, construction permits, and certificates of occupancy in good faith and without unreasonable delay.

1.16 Court Approval / Fairness Hearing Trigger for Development Application

The Parties acknowledge that this Agreement may be subject to approval by the Court following what is commonly known as a fairness hearing. Unless otherwise ordered by the Court, Daughters' development application shall be processed following Court approval of this Agreement after a fairness hearing, to the extent required, and passage/effectiveness of the Ordinance. The adoption of the Ordinance shall not be required to await the outcome of any required fairness hearing unless the Court so orders.

If this Agreement is not approved by the Court following any required fairness hearing, then this Agreement shall be deemed terminated and shall be of no further force and effect, and the Parties shall return to their respective positions as if this Agreement had not been executed by the Parties, subject to any order of the Court.

1.17 Parking, Traffic, Access, and Off-Site Improvements

Daughters shall be responsible, at its sole cost and expense, for satisfying all parking, traffic, access, loading, refuse, utility, stormwater, pedestrian safety, and off-site improvement requirements applicable to the inclusionary project, including those required by the Township, Planning Board, Essex County, any outside agency, or any condition of approval, except as expressly provided otherwise in this Agreement.

Daughters shall implement all parking, traffic, access, and off-site improvement measures agreed upon by the Parties and/or required by any approval, including:

a. A minimum of 347 on-site parking spaces;

b. delivery, loading, trash pickup, private hauler, rideshare, curb management, and similar operational measures required by the Planning Board or outside agencies; and

c. any other traffic, parking, access, utility, or site mitigation measures required by the Planning Board, Township professionals, Essex County, or any outside agency.

d. All under building parking shall be screened in accordance with the Zoning ordinance attached hereto as exhibit B and subject to the reasonable approval of the Township Engineer, so as to minimize and effectively obstruct visibility of the same from neighboring residential properties or public rights of way.

The Township agrees to use reasonable efforts to assist Developer in its undertakings to obtain required approvals for the parking, traffic, access, and off-site improvements described in this Section. If Daughters requests the Township's assistance regarding any required approvals, such assistance will be provided by the Township at Daughters' expense, and any municipal consents or approvals required for such improvements shall not be unreasonably withheld, conditioned, or delayed where the Township has authority to issue same and where issuance is consistent with applicable law.

No temporary Certificate of Occupancy, Certificate of Occupancy, Rental Certificate, or other occupancy authorization shall be issued until all required parking, traffic, access, utility, stormwater, safety, and off-site improvements have been completed, bonded, inspected, or otherwise addressed to the satisfaction of the Township and any outside agency having jurisdiction, to the extent permitted by law and all required deed restrictions are duly recorded.

ARTICLE III - TOWNSHIP OBLIGATIONS

2.1 Obligation to Include Property in Fourth Round HEFSP

The Township acknowledges that, subject to the terms of this Agreement, Court approval to the extent required, and Daughters' full and timely performance of its obligations, the Property and inclusionary project, as described in this Agreement and as depicted in the Concept Plan, shall be included in the Township's Fourth Round Housing Element and Fair Share Plan and related implementing measures for the provision of the Affordable Units and satisfaction of any applicable fractional obligation as set forth herein.

The Township's inclusion of the Property and Inclusionary Project in its Fourth Round HEFSP is expressly conditioned upon Developer's compliance with this Agreement, UHAC, the Ordinance, all

applicable approvals, and all applicable laws.

2.2 Obligation to Rezone or Adopt Implementing Ordinance for the Project

The Township acknowledges and agrees that the zoning ordinance necessary to permit development of the inclusionary project on the Property in accordance with this Agreement is the Ordinance attached hereto as Exhibit B.

The Township shall take all necessary steps to promptly adopt the Ordinance within 60 days of the full execution of this Agreement, including adoption on second reading, and in compliance with all procedural requirements set forth in the Municipal Land Use Law, N.J.S.A. 40:55D-1 *et seq*. Nothing herein shall be construed to require the Township, the Governing Body, the Planning Board, or any Township official to act contrary to applicable law or any order of the Court.

2.3 Obligation to Cooperate

The Township acknowledges that, in order for Daughters to construct its Inclusionary Project, it will be required to obtain any and all necessary and applicable agreements, approvals, and permits from all relevant public entities and utilities, including, but not limited to: the Township, the Township's Planning Board, Essex County, the Essex County Planning Board, the New Jersey Department of Environmental Protection, the New Jersey Department of Transportation, the applicable soil conservation district, and utility providers, including those approvals set forth in the Township's ordinances and requirements imposed by the Township's land use boards. The Township agrees to use all reasonable efforts to assist Daughters in its undertakings to obtain the required approvals. If Daughters requests the Township's assistance regarding any required approvals, such assistance will be provided by the Township at Daughters' expense.

The Township recognizes that the unit count could be reduced as a result of Daughters securing any and all necessary and applicable agreements, approvals, and permits, but the Inclusionary Project shall nevertheless contain 7 creditable affordable housing units. If the Project contains more than 311 residential units, as referenced in Paragraph 1.8, then Daughters shall be required to make twenty percent (20%) of the units constructed in excess of 311 units as Affordable Units, subject to the fractional obligation provisions of Section 2.3.

2.4 Obligation to Refrain from Imposing Cost Generative Requirements

The Township agrees that the Township will not impose standards and/or requirements that have not been agreed to by the Parties and would otherwise be considered cost generative, to the extent that Daughters maintains the Affordable Units, which are specifically considered to be creditworthy under the Mount Laurel doctrine, entitling the Project to such protections.

2.5 Obligation with Regard to Utilities

The Township agrees to take all actions within its municipal authority, and to cooperate with all applicable utilities and agencies, to provide for and facilitate all utility connections and related off-site improvements required for the Inclusionary Project, including, without limitation, water,

sanitary sewer, stormwater/drainage, electric, gas, and telecommunications, and shall issue all reasonable municipal consents and approvals necessary to do so, provided such consents and approvals are consistent with applicable law.

Daughters shall be responsible, at its sole cost and expense, for all required design, permitting, construction, installation, fees, and restoration associated with such connections, including securing any required third-party easements, unless the Parties expressly agree otherwise in writing.

2.6 Capacity Representation

The Township represents that as of the Effective Date, based solely on information reasonably available to the Township, the Township is not aware of a formal sanitary, sewer, or water moratorium / scarce resource order presently applicable to the Property. In this regard, while the Parties do not anticipate any significant off-tract and/or off-site improvements are necessitated by the construction of the Inclusionary Project, if such improvements are in fact necessitated by the construction of the Inclusionary Project, then the statutory provisions of the Municipal Land Use Law's off tract improvement statute, set forth at N.J.S.A. 40:55D-42, shall govern.

ARTICLE IV – TOWNSHIP PLANNING BOARD (PLANNING BOARD) OBLIGATION

3.1 Obligation to Participate in Zoning Ordinance Approval with Reasonable Diligence

Notwithstanding any other provisions of this Article, the Parties understand that the Planning Board is not a party to this Agreement, but the Parties anticipate that the Planning Board will honor the provisions set forth herein to the extent consistent with the Municipal Land Use Law, the Ordinance, and applicable law. Moreover, the Parties anticipate that the Planning Board will grant and schedule special meetings as necessary, if so requested by Daughters, at the Daughters' sole expense.

3.2 Obligation to Process Developer's Development Application with Reasonable Diligence

The Planning Board shall diligently process Daughters' development applications following Court approval of this Agreement after any required fairness hearing and passage of the necessary zoning ordinance set forth herein, and within the time limits imposed by the Municipal Land Use Law.

3.3 Right to Seek Approval of Variances, Waivers, or De Minimis Exceptions

The Planning Board recognizes that the zoning ordinance approval and this Agreement contemplate development of the inclusionary project, which is an "inclusionary development" within the meaning of the Mount Laurel doctrine, and Daughters shall be entitled to any benefits, protections, and obligations afforded to developers of inclusionary developments. Nothing shall prevent Daughters from applying for a waiver or bulk variance from any standard imposed by the Ordinance and/or the Township's land use and development ordinance, as applicable, and the standards set forth in the Municipal Land Use Law, the Fourth Round affordable housing regulations, or in this Agreement, or

as otherwise established by law, as applicable, shall determine if Daughters is entitled to this relief or from seeking a waiver or *de minimis* exception to any standard or requirement of the Residential Site Improvement Standards under the applicable regulations. Notwithstanding the above, the Township Council and Planning Board are under no contractual obligation to grant or approve any request for a variance, waiver, or de minimis exception.

ARTICLE V- MUTUAL OBLIGATIONS

4.1 Obligation to Comply with State Regulations

The Parties shall comply with any and all federal, state, county, and local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses, approvals, and similarly binding authority applicable to the inclusionary project, the Affordable Units, the Property, or the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement.

4.2 Mutual Good Faith, Cooperation, and Assistance

The Parties shall exercise good faith, cooperate, and assist each other in fulfilling the intent and purpose of this Agreement, including, but not limited to, the required approvals, the development of the Property consistent with the terms hereof, and the defense of any challenge with regard to any of the foregoing.

4.3 Notices

Any notice or transmittal of any document required, permitted, or appropriate hereunder and/or any transmittal between the Parties relating to the Property or this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or recognized overnight or personal carrier, with certified proof of receipt, and by email where an email address is provided below.

TO DAUGHTERS:

Daughters of Israel, Inc.
Attn: Colleen Thompson, Executive Director of Daughters of Israel
1155 Pleasant Valley Way
West Orange, New Jersey 07052

With a copy to:

INGLESINO TAYLOR
Attn: **John P. Inglesino, Esq.**
600 Parsippany Road, Suite 204
Parsippany, New Jersey 07054
Email: jinglesino@itfirm.law

and

TO THE TOWNSHIP: Township of West Orange
Attn: Township Clerk
66 Main Street
West Orange, New Jersey 07052
Email: clerk@westorange.org

With a copy to: Semeraro & Fahrney, LLC
Attn: Mark J. Semeraro, Esq.
155 Route 46, Suite 108
Wayne, New Jersey 07470
Email: msemeraro@semerarolaw.com

TO FSHC (as to Paragraph 1.3 only):

Fair Share Housing Center
Attn: Ariela Rutbeck-Goldman, Esq.
510 Park Boulevard,
Cherry Hill, New Jersey 08002
Email: arielarutbeck@fairsharehousing.org

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

ARTICLE VI - MISCELLANEOUS

4.4 No Modification

This Agreement may not be modified, altered, amended, supplemented, or waived in any way except by a writing signed by each of the Parties.

4.5 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

4.6 Voluntary Agreement

The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with their counsel, that each party is the proper person and possesses the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties, and that there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

4.7 Interpretation

In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as the Parties and their attorneys have had input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township, the Planning Board, or any Party by reason of drafting.

4.8 Assignment

Daughters may assign this Agreement with advance notice to the Township, provided, however, that any assignment shall require that the assignee expressly assume in writing Daughters' obligations under Article II and all other obligations applicable to the Property and inclusionary project, and such assignment shall not relieve the assignor of its obligations for acts or omissions occurring prior to the effective date of the assignment unless the Township expressly agrees in writing. The Parties expressly recognize that the Foundation intends to transfer title of the Property to Daughters and such transfer shall be expressly permissible, without notice, and shall not require any approval of the Township. However, as set forth in Paragraph 1.8, in the event that title to the Property is transferred to or operated by a for-profit entity or the Daughters do not construct the Inclusionary Project, then the modified set-aside requirements set forth in Paragraph 1.8 shall be imposed.

4.9 Schedules

Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. The only exhibits to this Agreement are **Exhibit A**, the Concept Plan, and **Exhibit B**, the Ordinance unless the Parties amend this Agreement in writing.

4.10 Entire Agreement

This Agreement constitutes the entire Agreement between the Parties relating to the subject matter hereof, and supersedes all prior negotiations, discussions, representations, and understandings, whether written or oral, except to the extent expressly incorporated herein.

4.11 Effective Date

Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all Parties execute the same in accordance with the proper legal processes designated by law and the court approves this Agreement or a similar agreement ("Effective Date").

4.12 Captions

The captions and section headings in this Agreement are for convenience only and shall not be used to interpret, expand, or limit the terms of this Agreement.

4.13 Waiver

The Parties agree that this Agreement is enforceable. Each of the Parties waives all rights to

challenge the validity or the ability to enforce this Agreement. Failure to enforce any of the provisions of this Agreement by any of the Parties shall not be construed as a waiver of these or other provisions.

4.14 Notice of Actions

The Parties and their respective counsel agree immediately to provide each other with notice of any lawsuits, actions, applications, proceedings, appeals, or governmental declarations threatened or pending by third parties of which they are actually aware, which may affect the provisions of this Agreement.

4.15 Governing Law; Jurisdiction; Venue

This Agreement has been entered into and shall be construed, governed, and enforced in accordance with the laws of the State of New Jersey without giving effect to provisions relating to conflicts of law. Jurisdiction of any litigation ensuing with regard to this Agreement exclusively shall be in the Superior Court of New Jersey, Essex County Vicinage, including Docket No. ESX-L-886-25 and any consolidated or related matters to the extent retained by the Court. Service of any complaint may be effectuated in a manner consistent with the terms hereof for the delivery of Notices. The Parties waive formal service of process.

4.16 Default

In the event that either Party shall fail to perform any material obligation on its part to be performed pursuant to the terms and conditions of this Agreement, unless such obligation is waived by the other Party for whose benefit such obligation is intended, or by the Court, such failure to perform shall constitute a default under this Agreement. Upon the occurrence of any default, the non-defaulting Party shall provide notice to the defaulting Party, and the defaulting Party shall have a reasonable opportunity to cure the default within forty-five (45) days or such reasonable period of time as may be appropriate. In the event the defaulting Party fails to cure within forty-five (45) days or such reasonable period of time as may be appropriate, the Party for whose benefit such obligation is intended shall be entitled to exercise any and all rights and remedies that may be available in equity or under the laws of the State of New Jersey, including the right of specific performance to the extent available. Further, the Parties may apply to the Court for relief by way of motion to enforce litigants' rights. In the event of any declared default by a Court of competent jurisdiction, the defaulting Party shall reimburse the non-defaulting Party for all reasonable attorneys' fees, costs, and expenses incurred by the non-defaulting Party in enforcing this Agreement, including any application to enforce litigants' rights.

In the event the Township fails to adopt the aforementioned zoning ordinance, Daughters shall, in addition to the rights set forth in the preceding paragraph, have the right upon notice in accordance with this Agreement, to terminate this Agreement under which circumstance, the parties shall have all rights restored to the status quo ante to the date hereof and all claims and defenses available now shall be available to the parties.

4.17 Fairness Hearing

The Parties acknowledge that this Settlement Agreement may be subject to approval by the Court following what is commonly known as a "fairness hearing" as set forth in Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986), and East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). If this Settlement Agreement is not approved by the Court, then this Settlement Agreement shall be deemed terminated and shall be of no further force and effect and the Parties shall return to their respective positions as if this Settlement Agreement had not been executed by the Parties. The adoption of the Ordinance and/or development application shall not be required to await such fairness hearing unless the Court so orders.

4.18 Recitals

The recitals set forth above are incorporated into and made part of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed, their corporate seals affixed and attested and this AGREEMENT to be effective as of the Effective Date.

TOWNSHIP OF WEST ORANGE

By: _____
Susan McCartney, Mayor

Date:

WITNESS/ATTEST:

By: _____
Karen J. Carnevale, Township Clerk

Date:

DAUGHTERS OF ISRAEL, INC.

By: _____
[insert name and title of principal]

Date:

_____

Date:

FAIR SHARE HOUSING CENTER (as to Paragraph 1.3 only)

By: _____

Date:

WITNESS/ATTEST:

By: _____

Date:

WITNESS/ATTEST:

By: _____
[insert name and title of witness]

Date:

EXHIBIT A

(CONCEPT PLAN)

EXHIBIT B

(Ordinance)



GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

REFERENCES:

1. BOUNDARY AND TOPOGRAPHIC INFORMATION TAKEN FROM A CERTAIN MAP ENTITLED "BOUNDARY AND TOPOGRAPHIC SURVEY FOR 1155 PLEASANT VALLEY WAY LOT 12 BLOCK 171, TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY" PREPARED BY MICHAEL FERSCHMAN P.L.S. DATED 4/18/2020.

CAUTION: IF THIS DOCUMENT DOES NOT CONTAIN A RAISED IMPRESSION SEAL OF THE UNDERSIGNED PROFESSIONAL, IT IS NOT AN AUTHORIZED ORIGINAL DOCUMENT.

REVISION	DESCRIPTION	DATE	BY

PREPARED FOR
DAUGHTERS OF ISRAEL, INC
1155 PLEASANT VALLEY WAY
BLOCK 171 LOT 12
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

CONCEPT PLAN

PETRY ENGINEERING , LLC
DIVISION OF CONSUMER AFFAIRS | LICENSE NUMBER 24GA20139900
155 PASSAIC AVENUE ● FAIRFIELD ● NEW JERSEY ● 07004
TEL: (973) 227-7004 FAX (973) 227-7074

Designer: JMP
Draftsman: JAF
Checked By: JMP
Project No.: 19-265
Scale: 1"=50'
Sheet:
EX-A

J. MICHAEL PETRY-PE,PP,RA
NJ PROFESSIONAL ENGINEER LIC. No. 39662
DATED 10/09/2020

282-26
October 13, 2026

RESOLUTION

WHEREAS, on July 1, 2026 the New Jersey Department of Health, Division of Local Public Health (the "DLPH") awarded funding to the Township of West Orange Health Department (the "Township") called the Local Public Health Infrastructure Grant (PHIG) Program 2027 (the "Grant"); and

WHEREAS, the Township will utilize part of the funding from the NJDOH DLPH to enter into a Professional Services Agreement with Montclair State University's School of Nursing faculty and students to provide vaccine administration, health education, and other support services; and

WHEREAS, the NJDOH DLPH has awarded funds in the amount of $38,452, as part of the Township's Local Public Health Infrastructure Grant for the period of July 1, 2026 to November 30, 2027 to continue the Township's vaccine administration, health education, and other support services programs, including, but not limited to, the administration of COVID-19, Influenza, and Pneumonia vaccinations; and

WHEREAS, the Township seeks to utilize these additional grant funds to renew its retention of Montclair State University's School of Nursing faculty and students to provide vaccine administration, health education, and other support services pursuant to a new Professional Services Agreement, annexed hereto as Exhibit **"A**" (the "Agreement"); and

WHEREAS, the term of the Agreement is for the period of July 1, 2026 to June 30, 2027 for an amount not to exceed $30,760 of the funding from the Township's Local Public Health Infrastructure Grant.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township be and is hereby authorized to retain Montclair State University to provide vaccine administration, health education and other support services; and

BE IT FURTHER RESOLVED, that the Director of the Township's Health Department is hereby authorized to execute the Agreement with Montclair State University in a substantially similar form as annexed hereto as Exhibit **"A,"** subject to Township Attorney review; and

BE IT FURTHER RESOLVED, that the Township Clerk is authorized to attest to the signature of the Director of the Township's Health Department; and

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

Karen J. Carnevale, R.M.C. **Township Clerk**	**Susan Scarpa** **Council President**

Adopted: October 13, 2026

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

John C. Ditinyak, Chief Financial Officer

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282-26

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWNSHIP OF WEST ORANGE AND MONTCLAIR STATE UNIVERSITY FOR HEALTH EDUCATION AND NON-CLINICAL SUPPORT SERVICES

THIS AGREEMENT is entered into and dated as of the ___ day of July, 2026 , between MONTCLAIR STATE UNIVERSITY (hereinafter referred to as **"MSU"**) and the Township of West Orange Health Department c/o the TOWNSHIP OF WEST ORANGE (hereinafter referred to as the **"Township"**)

WHEREAS, the Township has an obligation under N.J.A.C. 8:52–1 et seq., but not the capabilities to provide certain public health services, including but not limited to health education and non-clinical support services to its inhabitants for COVID-19 and other communicable diseases; and

WHEREAS, MSU has the ability to provide health education and non-clinical support services to its inhabitants for COVID-19 and other communicable diseases; and

WHEREAS, the Township was awarded funding by the New Jersey Department of Health, Division of Local Public Health, through the Local Public Health Infrastructure Grant Program 2027 to subsidize the cost of health services for the municipality; and

WHEREAS, MSU has previously provided satisfactory health education and non-clinical support services to the Township; and

WHEREAS, the Township is desirous of retaining MSU to continue to provide health education and non-clinical support services to the Township.

NOW, THEREFORE, in consideration of the foregoing premises, and of the mutual covenants and promises herein contained, the parties agree as follows:

ARTICLE 1: SCOPE OF SERVICES

MSU, through its School of Nursing faculty and students, shall provide health education and non-clinical support services as requested by the Township.

ARTICLE 2: TERM

The term of this Agreement shall be for one year starting on July 1, 2026 and ending on June 30, 2027.

ARTICLE 3: COST AND PAYMENT OF SERVICES

3.1 **Agreement Limit.** The Township shall pay MSU for the work in the Scope of Services and Schedule A on a reimbursable basis, through four quarterly installment payments of $ 7,690.00, with a contract limit not to exceed $ 30,760.00.

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3.2 **Reimbursement.** The Township shall pay MSU based on the billing rates and other associated costs set forth in Schedule A. All invoices for the Work shall detail the individuals performing the Work, the Work performed and the time spent and materials used in connection with the Work. All invoices submitted to the Township shall be sent to the Township at the address set forth above.

3.3 MSU shall invoice the Township on a quarterly basis. All invoices shall be submitted to the Township at the address specified.

3.4 The Township shall make payment in full to MSU within thirty (30) days of the receipt and approval of itemized bills and vouchers. No payments may be made in advance of services pursuant to N.J.S.A. 40A:5-16. .

3.5 MSU acknowledges and agrees that a portion or all of the funding for this Agreement is from grant funding from the NJDOH and that it shall comply with all requirements pertaining to the grant award from the NJDOH. In addition, MSU agrees that it shall not act in any manner to affect the WEST ORANGE'S eligibility for the grant award from the NJDOH.

ARTICLE 4: TAXES

MSU shall be responsible for the payment of all applicable taxes with respect to the labor and materials used in connection with the Work, including, without limitation, all unemployment, payroll and social security taxes. MSU is exempt from all New Jersey sales, use and local taxes under N.J.S.A. 54:32B-9A.

ARTICLE 5: OWNERSHIP and USE of DOCUMENTS

5.1 The Township agrees that any work, discoveries, inventions, or improvements developed by MSU solely or with others, resulting from the performance of this Agreement, are the property of MSU, and the Township agrees and does hereby assign all rights therein to MSU. The Township further agrees to provide MSU with any assistance required to obtain patents or copyright registrations, including the execution of any documents submitted by MSU.

5.2 MSU MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE WORK PRODUCT OR SERVICES, WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED OR DEVELOPED UNDER THIS AGREEMENT; OR THE NON-INFRINGEMENT, OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR ANY SUCH INVENTION OR PRODUCT.

5.3 MSU makes no warranty on the work product produced pursuant to this subcontract and is provided "as is" and makes no warranty that it does not infringe the intellectual property rights of any third party. Any intellectual property (including copyrightable work, trademarks, and patents) generated by MSU in the course of this Agreement shall be the

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property of MSU, but subject to a non-exclusive, revocable, royalty-free perpetual license to The Township to use the intellectual property for its own internal research purposes.

5.4 Consistent with its status as a non-profit academic institution of higher education, MSU shall be free to publish or otherwise publicly disseminate the results of the services provided pursuant to this Agreement.

5.5 This provision shall survive expiration and termination of this Agreement.

ARTICLE 6: MUTUAL LIABILITIES

6.1 Any agreement or arrangement signed or entered into on behalf of Montclair State University and/or the State of New Jersey by a State Official or employee shall be subject to all of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. and the availability of appropriations. The State of New Jersey does not carry Public Liability Insurance, but the liability of the State and the obligation of the State to be responsible for Tort Claims against its employees are covered under the terms and provisions of the New Jersey Tort Claims Act. The State of New Jersey and Montclair State University shall be responsible for, at its own expense defend itself against, any and all suits, claims, losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the State of New Jersey and Montclair State University, its employees, representatives, agents, independent contractors and/or invitees, related to this Agreement.

6.2 The Township of West Orange shall be responsible for, at its own expense defend itself against any and all suits, claims, losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the Township of West Orange, its employees, representatives, agents, independent contractors and/or invitees, related to this Agreement.

6.3 The Contractor performing work for or on behalf of the Township shall keep in force the following types of insurance at its own expense and underwritten by a company licensed to do business in the State of New Jersey and acceptable to the Township. The Township reserves the right to accept, amend or modify any of the conditions listed. The Township must be notified within three (3) days of an offense, which may result in a claim. MSU shall not take any action to cancel any of the insurance required under this Agreement without the approval of the Township. The maintenance of insurance under this section shall not relieve MSU of any liability greater than the insurance coverage. Any and all subcontractors retained must fully comply with the same insurance requirements as listed.

a. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE with limits of not less than $1,000,000.00 will be maintained in full force during the life of this contract by MSU covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12-235-1.6.
b. PROFESSIONAL LIABILITY INSURANCE that covers all MSU student work on the Scope of Services, with the limits of not less than $2,000,000.00 maintained in full force during the life of the contract by MSU.

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ARTICLE 7: TERMINATION

The Township may terminate the Agreement, with or without cause, upon thirty (30) days prior written notice to the other party. In the event of termination without cause, the Township shall pay MSU for the time spent and materials used in connection with the Work through the effective date of the termination, plus reasonable time and expenses necessary to close out or deliver to the Township copies of the Work, or if the Work is billed on a time and material basis, or a pro rata portion of the fee based upon the percentage of the Work performed, if the Work is billed at a flat fee. In addition, the Township and MSU acknowledge and agree that the Township is funding this agreement utilizing grants funds awarded from the New Jersey Department of Health, Division of Local Public Health (the "Grant Funds") and that the Township's continued access to the grant funds is a condition precedent for this Agreement. In the event that the Grant Funds are no longer accessible for the Township or the Grant Funds are cancelled, the Agreement shall terminate as of the date that the Grant Funds are no longer accessible or cancelled and MSU shall be reimbursed for its pro rata portion of the fee based upon the percentage of Work performed as of the termination date.

ARTICLE 8: INDEPENDENT CONTRACTOR

MSU shall remain an independent contractor in the performance of this Agreement, and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by MSU for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements by all duly authorized state or federal officials. All employees assigned by MSU to perform shall remain at all times the employees of MSU for all purposes and shall not be deemed to be employees of the Township. MSU assumes all responsibility and liability for any and all employee contributions and taxes.

ARTICLE 9: NOTICES AND CORRESPONDENCE

The Township and MSU designate the following individuals as their representatives for all matters arising under this Agreement. All notices and correspondence related to this Agreement shall be in writing and sent to these representatives at the following addresses by confirmation of delivery, and she be deemed sent on the date received:

TOWNSHIP

Township of West Orange Health Department

66 Main Street

West Orange, NJ 07052

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MONTCLAIR STATE UNIVERSITY

Vice President for Finance
Montclair State University
1 Normal Avenue
Montclair, NJ 07043
With a copy to University Counsel

ARTICLE 10: CONFIDENTIALITY

The parties shall, in accordance with applicable laws, treat as confidential and shall not disclose to any third party any information developed in connection with this Agreement that requires confidentiality under applicable law.

ARTICLE 11: FEDERAL TERMS

MSU shall comply with the additional terms and conditions applicable to federal grant contracts that are set forth in Schedule B and incorporated herein by reference.

ARTICLE 12: MISCELLANEOUS

12.1 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New Jersey, without regard to choice of law principles, by the Superior Court of New Jersey.

12.2 The parties agree not to discriminate in employment and agree to abide by all anti-discrimination laws, including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq., and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued thereunder. The parties shall also comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq. 1.4.

12.3 If any term, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time, or to any extent, is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement or the application thereof to any person or circumstance shall be valid and continue in full force and effect to the fullest extent permitted by law, provided, however, that no such invalidity shall in any way reduce the services to be performed by MSU for the Township.

12.4 Neither party's delay or failure in enforcing any right or remedy afforded hereunder or by law shall prejudice or operate to waive that right or remedy or any other right or remedy which it shall have available; nor shall any such failure or delay operate to waive either party's rights to any remedies due to a future breach of this Agreement, whether of a like or different character.

12.5 This Agreement constitutes the entire agreement between the parties hereto and supersedes any previous agreements or understandings, whether oral or written. Any printed terms and

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conditions contained in purchase orders, invoices, or other documents issued by the Township or MSU shall be of no effect and shall be superseded by this Agreement. This Agreement may not be amended, modified, released or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

12.6 No modification or waiver of the provisions of this Agreement shall be valid or binding on either party unless in writing and signed by both parties, and approved by the Township's Municipal Council.

12.7 The headings assigned to the articles of this Agreement are for convenience only and shall not limit the scope and applicability of the articles.

12.8 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns; however, no right or interest in this Agreement shall be assigned by either party without the prior written permission of the other party, and no delegation of any obligation owed, nor the performance of any obligation, by either party may be made without the prior written permission of the other party.

12.9 The terms, provisions, representations, warranties and covenants contained in this Agreement that by their sense and context are intended to survive the performance thereof by either party or both parties hereunder shall so survive the completion of performance, expiration or termination of this Agreement.

12.10 Each party agrees to execute such further papers, agreements, documents, instruments and the like as may be necessary or desirable to effect the purpose of this Agreement and to carry out its provisions.

12.11. MSU will not be liable for performance delays or for non-performance due to unforeseen events such as acts of God, war, riot, national or state emergencies, epidemic, labor dispute, fire, casualty, natural disaster, power failure or other circumstances beyond MSU's reasonable control ("Force Majeure"). In the event of Force Majeure, MSU shall send notice to the other party indicating those obligations, in whole or part, that cannot be performed as a result of Force Majeure, and the expected duration of the inability to perform. The Township shall not be obligated for any payment for work delays or non-performance arising from events of Force Majeure. If Force Majeure exists for a period of 30 days or longer, either party may elect to reschedule or terminate the Agreement or Purchase Order. If either party elects to reschedule, the sole remedy provided to the other party shall be satisfaction of the obligations on a mutually agreeable date in the future. In the event either party elects to terminate, the parties shall have no further obligation to each other except for payment obligations pro-rated to the date of termination.

12.12. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN. As a condition precedent to this contract, MSU shall certify that it has no investment activities in Iran.

12.13. This Agreement may be executed in two (2) or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute one and the same instrument.

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IN WITNESS WHEREOF, this Agreement is entered into by the parties as of the day and year first written above and is to be executed by the parties' duly authorized representatives.

Township of West Orange	Montclair State University
	Signed by: Benjamin Durant DBAB4E4208EE4DF...
Signature	*Signature*
	Benjamin Durant
Print Name	*Print Name*
	Chief Operating Officer & SVP
Title	*Title*
	10/7/2026
Date	*Date*

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SCHEDULE A

Montclair State University, through its School of Nursing faculty and students, will provide vaccine administration, health education and other support services at locations to be identified by the Township of West Orange Health Department on dates and times to be mutually agreed to by the parties. Additionally, MSU School of Nursing will provide health education and outreach for COVID-19 and other communicable diseases within our community.

The Township of West Orange Health Department is an approved New Jersey State-funded COVID-19 Vaccine provider. Montclair State University's School of Nursing faculty and students will work in conjunction with the West Orange Health Department in accordance with the terms and conditions of our provider agreement.

The number of vaccination events anticipated under this contract is 25, consisting of vaccinations for our homebound and senior housing residents.

The Township of West Orange Health Department will provide the COVID-19 Vaccine and related vaccination administration supplies and equipment necessary for the COVID-19 vaccine administration events.

The Health Officer of the Township of West Orange Health Department will oversee the local health department staff responsible for maintaining the cold-chain of the COVID-19 vaccine during its receipt, storage, administration, and transport, and will also ensure the proper disposal of any expired COVID-19 vaccine materials.

MSU School of Nursing faculty will maintain the COVID-19 vaccine cold-chain during COVID-19 vaccination events.

MSU School of Nursing faculty will also handle the transportation of COVID-19 vaccines to and from the Township of West Orange Health Department to community vaccination sites.

After each vaccination event, the MSU School of Nursing faculty will return any Township of West Orange Health Department supplies, equipment, *unused COVID-19 vaccine, and any COVID-19 vaccine event medical waste back to the Township of West Orange Health Department.

*Important Note: Unused COVID-19 vaccine must be promptly transported back to the West Orange Health Department for refrigerated storage. As the authorized vaccination provider under the local health department’s provider agreement, the Township of West Orange Health Department will ensure proper handling and storage.

The West Orange Health Department will pay MSU the sum of $25,634.68 per annum to be prorated on a quarterly basis of $6,408.67 per quarter and paid within thirty (30) days of receipt of invoice for the term of the contract, July 1, 2026 – June 30, 2027.

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SCHEDULE B

MSU will be paid for its professional services by _Township of West Orange_____ pursuant to subaward by the State of New Jersey and its federal contract number ____TBD_____.

(A) If the payments made to MSU exceed the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, and MSU violates or breaches the terms of this Agreement, MSU shall be subject to sanctions and penalties as appropriate under applicable law.

(B) If the value of this Agreement exceeds $10,000, this Agreement may be terminated for cause and for convenience, by sending MSU notice of termination fixing the date of termination. MSU shall be paid for any undisputed amount that is due and related to MSU's time spent and materials used in connection with the Work through the effective date of the termination, if the Work is billed on a time and material basis, or a pro rata portion of the fee based upon the percentage of the Work performed, if the Work is billed at a flat fee. There shall be no further obligation to MSU after the date of termination.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, the contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis–Bacon Act, as amended (40 U.S.C. 3141–3148). If applicable, all prime construction contracts in excess of $2,000 awarded by University entities must comply with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, MSU must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, MSU must pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor will be provided by the MSU to the Township. This Agreement and any subcontract is conditioned upon the acceptance of the wage determination provided by MSU. All suspected or reported violations by MSU shall be reported to the Federal awarding agency. MSU shall also comply with the Copeland "Anti–Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). In accordance with the Act, the parties are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected or reported violations by the MSU shall be reported to the Federal awarding agency.

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(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable and if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, MSU shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, MSU shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work performed by MSU and MSU shall not require any laborer or mechanic to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. MSU shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended— If this Agreement exceeds $150,000, MSU shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)— MSU warrants and represents that it is not listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti–Lobbying Amendment (31 U.S.C. 1352)—If this Agreement exceeds $100,000, MSU shall file the certification required by 31 U.S.C. 1352. MSU certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. MSU shall also disclose any lobbying with non–Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non–Federal award.

(J) 2 CFR §200.322 is applicable to procurement of recovered materials.

Pursuant to 2 CFR 200.322, MSU must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage

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of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

A. Designated items are those set forth in 40 CFR 247 subpart B, as may be amended from time to time, including: 1) Paper and paper products listed in 40 C.F.R. 247.10; 2) Certain vehicular products as listed in 40 CFR 247.11; 3) Certain construction products listed in 40 C.F.R. 247.12; 4) Certain transportation products listed in 40 C.F.R. 247.13; 5) Certain park and recreation products, 40 C.F.R. 247.14; 6) Certain landscaping products listed in 40 C.F.R. 247.15; 7) Certain non-paper office products listed in 40 C.F.R. 247.16; and 8) Other miscellaneous products listed in 40 C.F.R. 247.17.
B. As defined in 40 CFR 247.3, "recovered material" means: 1) waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and 2) for purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes: a) Postconsumer materials such as: i) Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and ii. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and b) Manufacturing, forest residues, and other wastes such as: i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; ii) Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others; iii) Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues; iv) Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and v) Fibers recovered from waste water which otherwise would enter the waste stream.
C. For contracts in an amount greater than $ 100,000, at the beginning of each contract year, MSU shall provide estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed is subsection (A). At the conclusion of each contract year, MSU shall certify the minimum recovered material content actually utilized in the prior contract year.

283-26
October 13, 2026

RESOLUTION

WHEREAS, on November 20, 2023, the Township of West Orange adopted Resolution 386-23 granting a local license to operate a Cannabis Retail Business to West Orange Wellness LLC operating at the property located at: Block 4, Lot 12, commonly known as 26 So. Valley Road, West Orange, New Jersey (the "Location"); and

WHEREAS, the local license granted to West Orange Wellness, LLC was for a term of one (1) year; and

WHEREAS, West Orange Wellness, LLC submitted a renewal application for its local license to the Office of the Township Clerk seeking an additional one (1) year license to operate a cannabis retail business within the Township for calendar years 2024 and 2025; and

WHEREAS, West Orange Wellness, LLC began its latest one (1) year renewal term on November 20, 2025; and

WHEREAS, West Orange Wellness, LLC submitted a renewal application for its local license to the Office of the Township Clerk seeking an additional one (1) year license to operate a cannabis retail business within the Township; and

WHEREAS, Police Chief Matthew Fuela recommended the renewal of West Orange Wellness, LLC's license by way of his October 5, 2026 memorandum to the Township Council.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange, County of Essex, State of New Jersey, hereby determines to be in the best interests of the Township, as follows:

1. The above recitals are incorporated as though set forth at length herein.
2. The renewal application of West Orange Wellness, LLC for a local license to operate a cannabis retail business within the Township at the property located at: Block 4, Lot 12 (commonly known as 26 So. Valley Road, West Orange, New Jersey), is in compliance with the Township's local regulations on cannabis businesses, and is hereby approved.
3. West Orange Wellness, LLC's Renewal License shall be effective as of November 20, 2026 consistent with the date of its initial local license.
4. The Township Clerk shall promptly provide West Orange Wellness, LLC and the New Jersey Cannabis Regulatory Commission with a certified copy of this Resolution.

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

Susan Scarpa, Council President

Adopted: October 13, 2026

2991-26

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, "TRAFFIC," SECTION 32.2, "RESTRICTED PARKING ZONES," OF THE MUNICIPAL CODE OF THE TOWNSHIP OF WEST ORANGE

WHEREAS, The Mayor and Council of the Township of West Orange (the "Township"), have an interest in the efficient administration of government services; and

WHEREAS, pursuant to N.J.S.A. 40:48-1, the governing body of a municipality may make, amend, repeal, and enforce such other ordinances, regulations, rules and by-laws not contrary to the laws of this State or Federal Government, as it may deem necessary and proper for the good of government, order and protection of person and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants, and as may be necessary to carry into effect the powers and duties conferred and imposed by this subtitle, or by any law; and

WHEREAS, N.J.S.A. 39:4-197.7 authorizes the restricted parking zones for use by residents with disabilities; and

WHEREAS, the Township desires to amend Chapter 7, "Traffic," Section 32.2, "Restricted Parking Zones," of the Township Municipal Code to add additional restricted zones for use by residents with disabilities and removing restricted zones no longer needed; and

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, being the governing body thereof, that Section 32.2, "Restricted Parking Zones," of Chapter 7 "Traffic," shall be amended as follows.

Section 1. RECITALS. The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

Section 2. Chapter 7, "Traffic," Section 32.2, "Restricted Parking Zones," is hereby amended to add the following parking spaces to the existing Section as follows:

Note: Additions are shown in **bold and underline** and deletions are shown as ~~strikethrough~~.

§ 7-32.2 Restricted Parking Zones

Residence Address	**No. of Spaces**	**Location**
350 Valley Road	**1**	**Beginning 485 feet south of the southerly curb line of Main Street and extending 20 feet south**
82 Harrison Avenue	**1**	**Beginning 65 feet north of the northerly curb line of Cherry Street and extending 20 feet north.**
15 Ridgehurst Road	**1**	**Beginning 350 feet west of the**

		westerly curb line of Main Street and extending 20 feet west.
11 Franklin Avenue	**1**	**Beginning 108 feet north of the northerly curb line of Kirk Street and extending 20 feet north.**
75 Kirk Street	**1**	**Beginning 258 feet west of the westerly curb line of Winfield Street and extending 20 feet west.**

Section 3. 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 4. This Ordinance shall take effect upon final passage and publication in accordance with law.

NOTICE

NOTICE IS HEREBY GIVEN, that the above Ordinance was introduced and passed on first reading at the regular meeting of the Township Council of the Township of West Orange, County of Essex, State of New Jersey held in the Municipal Building on the 13th day of October, 2026, and the same came up for final passage at the regular meeting of the Township Council held on the 27th day of October, 2026, at which time, after persons interested were given the opportunity to be heard concerning said Ordinance, the same was passed and will be in full force and effect in the Township of West Orange after approval by the Mayor or in accordance with law.

SUSAN McCARTNEY, MAYOR

SUSAN SCARPA, COUNCIL PRESIDENT

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

INTRODUCED: October 13, 2026

ADOPTED: October 27, 2026

LEGISLATIVE HISTORY

This Ordinance amends and supplements Chapter 7 Traffic, Subsection 32.2 Restricted Parking Zones of the Revised General Ordinances. Restricted Parking Stalls will be established in front of 350 Main Street, 82 Harrison Avenue, 15 Ridgehurst Road, 11 Franklin Avenue, and 75 Kirk Street 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.

TOWNSHIP OF WEST ORANGE,
IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY
ORDINANCE NUMBER 2992-26

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BOND ORDINANCE PROVIDING FOR THE PURCHASE OF VARIOUS AFTERMARKET EQUIPMENT FOR VARIOUS TOWNSHIP VEHICLES, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING $440,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $419,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COSTS THEREOF

BE IT ORDAINED AND ENACTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), **AS FOLLOWS:**

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"). For the said improvements or purposes stated in Section 3, there is hereby appropriated the amount of $440,000, said amount being inclusive of $21,000 as the amount of down payment for said improvements or purposes as required by the Local Bond Law, N.J.S.A. §40A:2-1 et seq. (the "Local Bond Law"). The down payment is now available by virtue of a provision or provisions in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet the part of said $440,000 appropriation not provided for by application hereunder of said down payment, negotiable bonds of the Township are

hereby authorized to be issued in the principal amount not exceeding $419,000 pursuant to, and within the limitations prescribed by, the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Township in the principal amount not exceeding $419,000 are hereby authorized to be issued pursuant to, and within the limitations prescribed by, said Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued are for the purchase of various aftermarket equipment for various Township vehicles, including, but not limited to, lights, sirens, vehicle mounts, computers, radios and graphic packages.

(b) The estimated maximum amount of bonds or notes to be issued for said improvements or purposes is $419,000.

(c) The estimated cost of said improvements or purposes is $440,000, the excess amount thereof over the said estimated maximum amount of bonds or notes to be issued therefor is the amount of $21,000 appropriated for the down payment for said improvements or purposes.

SECTION 4. In the event the United States of America, the State of New Jersey, and/or the County of Essex make a contribution or grant in aid to the Township for the improvements and purposes authorized hereby and the same shall be received by the Township prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, and/or the County of Essex. In the event, however, that any amount so contributed or granted by the United

States of America, the State of New Jersey, and/or the County of Essex shall be received by the Township after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the Township as a result of using funds from this bond ordinance as "matching local funds" to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Township, provided that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer of the Township shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at a public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Township hereby certifies that it has adopted a capital budget or temporary capital budget, as applicable. The capital budget or temporary capital budget, as applicable, of the Township is hereby amended to conform with the provisions of this bond ordinance, and to the extent of any inconsistency herewith, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital programs as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, will be on file in the office of the Clerk and will be available for public inspection.

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

(a) The purposes described in Section 3 of this bond ordinance are not current expenses and are improvements which the Township may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The period of usefulness of said improvements within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the the bonds authorized by this bond ordinance, is seven (7) years.

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(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, Department of Community Affairs, State of New Jersey, and such statement shows that the gross debt of the Township, as defined in the Local Bond Law, is increased by the authorization of the bonds or notes provided for in this bond

ordinance by $419,000 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) There will be no items of expense listed in and permitted under Section 20 of the Local Bond Law included in the estimated cost indicated herein for the improvements hereinbefore described.

SECTION 8. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the bonds or notes authorized by this bond ordinance. The bonds and notes authorized in this bond ordinance shall be direct, unlimited obligations of the Township and, unless paid from other sources, the Township shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Township for the payment of the principal of the bonds or notes and the interest thereon without limitation as to rate or amount.

SECTION 9. The Township reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. This Section 9 is intended to be and hereby is a declaration of the Township's official intent to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations §1.150-2.

SECTION 10. The Township covenants to maintain the exclusion from gross income under Section 103(a) of the Internal Revenue Code of 1986, as amended, of the interest on all tax-exempt bonds and notes issued under this bond ordinance.

SECTION 11. The Chief Financial Officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township, which are authorized herein, and to execute such disclosure document on behalf of the Township. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of bonds or notes of the Township, which are authorized herein, and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication of this bond ordinance after final adoption, as provided by the Local Bond Law.

ADOPTED ON FIRST READING
DATED: October 13, 2026

KAREN J. CARNEVALE, Clerk
Township of West Orange

SUSAN SCARPA,
Council President
Township of West Orange

ADOPTED ON SECOND READING
DATED: October 27, 2026

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KAREN J. CARNEVALE, Clerk
Township of West Orange

SUSAN SCARPA,
Council President
Township of West Orange

APPROVAL BY THE MAYOR ON THIS27th , DAY OF October, 2026.

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SUSAN MCCARTNEY, Mayor
Township of West Orange

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

PUBLIC NOTICE

BOND ORD. 2992-26

NOTICE OF PENDING BOND ORDINANCE AND SUMMARY

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") on October 13, 2026. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body of the Township to be held at the Township Municipal Building, 66 Main Street, West Orange, New Jersey, in said County, on October 27, 2026 at 7:00 p.m. During the week prior to and up to and including the date of such meeting, copies of the full bond ordinance will be available at no cost and during regular business hours at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

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Title:	BOND ORDINANCE PROVIDING FOR THE PURCHASE OF VARIOUS AFTERMARKET EQUIPMENT FOR VARIOUS TOWNSHIP VEHICLES, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING $440,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $419,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COSTS THEREOF
Purpose(s):	The bond ordinance provides the purchase of various aftermarket equipment for various Township vehicles, including, but not limited to, lights, sirens, vehicle mounts, computers, radios and graphic packages.
Appropriation:	$440,000
Bonds/Notes Authorized:	$419,000
Down Payment:	$21,000
Section 20 Costs:	None
Useful Life:	7 years

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

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

PUBLIC NOTICE

BOND ORD. 2992-26

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NOTICE OF BOND ORDINANCE ADOPTION AND SUMMARY

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") on October 27, 2026, 2026 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such bond ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full bond ordinance are available at no cost and during regular business hours at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

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Title:	BOND ORDINANCE PROVIDING FOR THE PURCHASE OF VARIOUS AFTERMARKET EQUIPMENT FOR VARIOUS TOWNSHIP VEHICLES, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING $440,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $419,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COSTS THEREOF
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Appropriation:	$440,000
Bonds/Notes Authorized:	$419,000
Down Payment:	$21,000
Section 20 Costs:	None
Useful Life:	7 years

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

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

CERTIFICATE OF INTRODUCTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a regular meeting of the Township Council of the Township duly called and held on October 13, 2026 at 7:00 p.m. at the Township Municipal Building, 66 Main Street, West Orange, New Jersey and that the following was the roll call:

Present:

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 as of this 27th day of October, 2026.

(SEAL)

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

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

CERTIFICATE OF FINAL ADOPTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a regular meeting of the Township Council of the Township duly called and held on October 27, 2026 at 7:00 p.m. at the Township Municipal Building, 66 Main Street, West Orange, New Jersey and that the following was the roll call:

Present:

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 and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this 10th day of November, 2026.

(SEAL)

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

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

CLERK'S CERTIFICATE AS TO ADOPTION OF BOND ORDINANCE

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

(1) Attached hereto is the bond ordinance introduced on October 13, 2026 and finally adopted on October 27, 2026 by the Township Council of the Township and approved by the Mayor (if applicable) on October 28th, 2026.

(2) After introduction, the bond ordinance was published as required by law on October 6, 2026 on the Township's official website.

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

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(4) After final passage, the bond ordinance was duly approved by the Mayor on October 28th, 2026 (if applicable) and was duly published as required by law on October 28th, 2026 on the Township's official website. No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body of the Township or to me or filed in my office within twenty (20) days after said publication or at any other time after the final passage thereof.

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this 28th day of October, 2026.

(SEAL)

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

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

CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT
FOR BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by John C. Ditinyak, the Chief Financial Officer of the Township, as of October 13, 2026, that such Supplemental Debt Statement was filed in my office on or prior to October 13, 2026 and with the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs on _____ ____, 2026.

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

DOWN PAYMENT CERTIFICATE

I, the undersigned Chief Financial Officer of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that prior to final adoption of the bond ordinance entitled,

> "**BOND ORDINANCE PROVIDING FOR THE PURCHASE OF VARIOUS AFTERMARKET EQUIPMENT FOR VARIOUS TOWNSHIP VEHICLES, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING $440,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $419,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COSTS THEREOF**"

there was available as a down payment for the improvements or purposes authorized by said bond ordinance the amount of $21,000, which amount was made available by virtue of a provision or provisions in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Township as of this _____ day of _____, 2026.

_____
JOHN C. DITINYAK,
Chief Financial Officer

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2993-26

AN ORDINANCE AMENDING CHAPTER 5, ARTICLE II, SECTION 26, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE TO IMPLEMENT REQUIREMENTS AND PENALTIES FOR LANDSCAPE IRRIGATION CONTRACTORS

WHEREAS, The Mayor and Council of the Township of West Orange (the "Township"), have an interest in the efficient operation and effective administration of government services; and

WHEREAS, pursuant to N.J.S.A. 40:48-1, the governing body of a municipality may make, amend, repeal, and enforce such other ordinances, regulations, rules and by-laws not contrary to the laws of this State or Federal Government, as it may deem necessary and proper for the good of government, order and protection of person and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants, and as may be necessary to carry into effect the powers and duties conferred and imposed by this subtitle, or by any law; and

WHEREAS, there has been a significant increase in the number of unlicensed landscape irrigation contractors operating in the State of New Jersey, positing safety and liability risks to those who contract with said individuals; and

WHEREAS, N.J.S.A. 45:5AA-1 et seq. mandates that all individuals advertising, entering into, or engaging in the business of landscape irrigation contracting must obtain a business permit from the Board of Landscape Irrigation Contractors; and

WHEREAS, N.J.S.A. 45:5AA-1 et seq. mandates that any individual, officer, partner or employee who is or will be actively engaged in the business for which a business permit is sought for landscape irrigation contracting has obtained a landscape irrigation contractor certificate from the Board of Landscape Irrigation Contractors; and

WHEREAS, N.J.S.A. 45:5AA-9 now permits municipalities to institute action against any person who violates N.J.S.A. 45:5AA-1 et seq., and seek penalties in accordance with the same; and

WHEREAS, in order for the Township to impose fines, which it may collect under N.J.S.A. 45:5AA-9, the same must be codified in the Municipal Code; and

WHEREAS, the Township desires to amend Chapter 5, Article II, Section 26, of the Revised General Ordinances of the Township of West Orange, to create a section entitled "LANDSCAPE IRRIGATION CONTRACRTORS."

NOW THEREFORE, 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. RECITALS. The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 2. Section 26, of Article II, Chapter 5 of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows:

§ 5-26 LANDSCAPE IRRIGATION CONTRACRTORS

§ 5-26.1 Purpose.

To ensure that Landscape Irrigation Contractors, operating within the Township, maintain the certifications required by state law, applicable codes, regulations in order to preserve the safety and well-being of the Township and its inhabitants.

§ 5-26.2 Definitions

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

LANDSCAPE IRRIGATION CONTRACTING

The construction, repair, maintenance, improvement, and alteration of any portion of a landscape irrigation system, which is a system designed, constructed, and installed for controlled dispersion of water.

LANDSCAPE IRRIGATION CONTRACTOR

A natural person, association, corporation, LLC, partnership, or other legal entity engaged in the business of, or who is proficient in Landscape Irrigation Contracting, and maintains a certificate issued by the Landscape Irrigation Contractors Examining Board for the same, pursuant to the provisions of N.J.S.A. 45:5AA-1 et seq.

LANDSCAPE IRRIGATION SYSTEM

Any assemblage of components, materials or special equipment which is designed, constructed and installed for controlled dispersion of water from any safe and suitable source, including properly treated wastewater, for the purpose of irrigating landscape vegetation or the control of dust and erosion on landscaped areas, including integral pumping systems or integral control systems for manual, semiautomatic or automatic control of the operation of these systems.

§ 5-26.3 State Certificate Required

No person shall engage in the business of or otherwise perform Landscape Irrigation Contracting within the Township, unless certified to do so by the Landscape Irrigation Contractors Examining Board in accordance with the provisions of N.J.S.A. 45:5AA-1 et seq.

§ 5-26.4 Violations and Penalties

A Landscape Irrigation Contractor who performs the services referenced herein without a license shall be subject to institution of an action by the Board of Landscape Irrigation Contractors or the Township's Local Enforcement Agency, and assessed an administrative penalty as follows:

1. First Offense: Penalty no greater than $5,000
2. Second Offense: Penalty no greater than $10,000
3. All Subsequent Offenses: Penalty no greater than $15,000

If the violation is of a continuing nature, each day during which it continues shall constitute an additional, separate, and distinct offense.

Should a penalty be assessed pursuant to this Section as a result of an action instituted by the Board of Landscape Irrigation Contractors, 100% of the penalty derived will be made available to the Board of Landscape Irrigation Contractors.

Should a penalty be assessed pursuant to this Section as a result of an action instituted by the Township, 30% of the penalty derived will be made available to the Board of Landscape Irrigation Contractors, and 70% of the penalty derived will be made available to the Township.

SECTION 3. Severability. Each section, subsection, sentence, clause and phrase of this subsection is declared to be an independent section, subsection, sentence, clause and phrase, and the finding or holding of any such portion of this subsection to be unconstitutional, void, or ineffective for any cause, or reason, shall not affect any other portion of this subsection.

SECTION 4. Repealer. All other ordinances or parts of ordinances inconsistent with this subsection are hereby repealed.

SECTION 5. Effective date. This subsection shall be in full force and effect from and after its adoption and any publication as required by law.

NOTICE

NOTICE IS HEREBY GIVEN, that the above Ordinance was introduced and passed on first reading at the regular meeting of the Township Council of the Township of West Orange, County of Essex, State of New Jersey held in the Municipal Building on the 13th day of October, 2026, and the same came up for final passage at the regular meeting of the Township Council held on the 27th day of October, 2026, at which time, after persons interested were given the opportunity to be heard concerning said Ordinance, the same was passed and will be in full force and effect in the Township of West Orange after approval by the Mayor or in accordance with law.

SUSAN McCARTNEY, MAYOR

SUSAN SCARPA, COUNCIL PRESIDENT

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

INTRODUCED: October 13, 2026

ADOPTED: October 27, 2026

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

BOND ORDINANCE NUMBER 2994-26

BOND ORDINANCE PROVIDING FOR THE REPLACEMENT OF SANITARY SEWER LINES ALONG STANDISH AVENUE, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING $1,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $950,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COSTS THEREOF

BE IT ORDAINED AND ENACTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), **AS FOLLOWS:**

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"). For the said improvements or purposes stated in Section 3, there is hereby appropriated the amount of $1,000,000, said amount being inclusive of $50,000 as the amount of down payment for said improvements or purposes as required by the Local Bond Law, N.J.S.A. §40A:2-1 et seq. (the "Local Bond Law"). The down payment is now available by virtue of a provision or provisions in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet the part of said $1,000,000 appropriation not provided for by application hereunder of said down payment, negotiable bonds of the Township are

hereby authorized to be issued in the principal amount not exceeding $950,000 pursuant to, and within the limitations prescribed by, the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Township in the principal amount not exceeding $950,000 are hereby authorized to be issued pursuant to, and within the limitations prescribed by, said Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued are for the replacement of sanitary sewer lines along Standish Avenue, including, but not limited to, as applicable, excavating the existing vitrified clay piping and replacing it with polyethylene piping.

(b) The estimated maximum amount of bonds or notes to be issued for said improvements or purposes is $950,000.

(c) The estimated cost of said improvements or purposes is $1,000,000, the excess amount thereof over the said estimated maximum amount of bonds or notes to be issued therefor is the amount of $50,000 appropriated for the down payment for said improvements or purposes.

SECTION 4. In the event the United States of America, the State of New Jersey, and/or the County of Essex make a contribution or grant in aid to the Township for the improvements and purposes authorized hereby and the same shall be received by the Township prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, and/or the County of Essex. In the event, however, that any amount so contributed or granted by the United

States of America, the State of New Jersey, and/or the County of Essex shall be received by the Township after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the Township as a result of using funds from this bond ordinance as "matching local funds" to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Township, provided that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer of the Township shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at a public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Township hereby certifies that it has adopted a capital budget or temporary capital budget, as applicable. The capital budget or temporary capital budget, as applicable, of the Township is hereby amended to conform with the provisions of this bond ordinance, and to the extent of any inconsistency herewith, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital programs as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, will be on file in the office of the Clerk and will be available for public inspection.

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

(a) The purposes described in Section 3 of this bond ordinance are not current expenses and are improvements which the Township may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The period of usefulness of said improvements within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the the bonds authorized by this bond ordinance, is twenty (20) years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, Department of Community Affairs, State of New Jersey, and such statement shows that the gross debt of the Township, as defined in the Local Bond Law, is increased by the authorization of the bonds or notes provided for in this bond

ordinance by $950,000 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding $100,000 for items of expense listed in and permitted under section 20 of the Local Bond Law is included in the estimated cost indicated herein for the purposes or improvements hereinbefore described..

SECTION 8. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the bonds or notes authorized by this bond ordinance. The bonds and notes authorized in this bond ordinance shall be direct, unlimited obligations of the Township and, unless paid from other sources, the Township shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Township for the payment of the principal of the bonds or notes and the interest thereon without limitation as to rate or amount.

SECTION 9. The Township reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. This Section 9 is intended to be and hereby is a declaration of the Township's official intent to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations §1.150-2.

SECTION 10. The Township covenants to maintain the exclusion from gross income under Section 103(a) of the Internal Revenue Code of 1986, as amended, of the interest on all tax-exempt bonds and notes issued under this bond ordinance.

SECTION 11. The Chief Financial Officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township, which are authorized herein, and to execute such disclosure document on behalf of the Township. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of bonds or notes of the Township, which are authorized herein, and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication of this bond ordinance after final adoption, as provided by the Local Bond Law.

ADOPTED ON FIRST READING
DATED: October 13, 2026

KAREN J. CARNEVALE, Clerk
Township of West Orange

SUSAN SCARPA,
Council President
Township of West Orange

ADOPTED ON SECOND READING
DATED: October 27, 2026

KAREN J. CARNEVALE, Clerk
Township of West Orange

SUSAN SCARPA,
Council President
Township of West Orange

APPROVAL BY THE MAYOR ON THIS 27th DAY OF October, 2026.

SUSAN MCCARTNEY, Mayor
Township of West Orange

TOWNSHIP OF WEST ORANGE
COUNTY OF ESSEX, STATE OF NEW JERSEY

BOND ORDINANCE NUMBER 2995-26

BOND ORDINANCE PROVIDING FOR VARIOUS 2026 CAPITAL ACQUISITIONS AND IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY, APPROPRIATING $10,318,504 THEREFOR AND AUTHORIZING THE ISSUANCE OF $8,201,086 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF

BE IT ORDAINED AND ENACTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring)**, AS FOLLOWS:**

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements to be undertaken by the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"). For the said improvements or purposes stated in Section 3 hereof, there is hereby appropriated the amount of $10,318,504, which sum includes (i) a $272,179 grant received or expected to be received from the Department of Transportation of the State of New Jersey FY 2022 Safe Routes to Schools – Design Assistance Program (the "DOT Safe Schools Grant"), (ii) a $300,000 grant received or expected to be received from the Community Development Block Grant Program (the "CDBG Grant"), (iii) a $392,489 grant received or expected to be received from the Department of Transportation of the State of New Jersey Fiscal Year 2026 Municipal Aid Program (the "DOT Road Grant"), (iv) a $416,500 grant received or expected to be received from the Department of Transportation of the State of New Jersey (the "DOT Streetscape Grant"), (v) a $390,000 grant received or expected to be received from the State of New Jersey Clean Fleet Program (the "NJ Clean Fleet Grant" and

together with the DOT Safe Schools Grant, the CDBG Grant, the DOT Road Grant and the DOT Streetscape Grant, the "Grants"), and (vi) down payments in the aggregate amount of $346,250 (the "Down Payments") for said improvements or purposes as required by the Local Bond Law of the State of New Jersey, as amended and supplemented (N.J.S.A. §40A:2-1 et seq.) (the "Local Bond Law"), which Down Payments are now available from the Township's Capital Improvement Fund by virtue of a provision or provisions in a previously adopted budget or budgets of the Township for down payment or capital improvement purposes. Pursuant to N.J.S.A. 40A:2-11(c) of the Local Bond Law, no down payment is required for the improvements or purposes set forth in Section 3(a)(x) and (xix) hereof, as such projects are being funded by the DOT Road Grant and the NJ Clean Fleet Grant, which are grants provided by the State of New Jersey.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet part of said $10,318,504 appropriation not provided for by said Down Payments and the Grants referred to in Section 1 hereof, negotiable bonds of the Township are hereby authorized to be issued in the aggregate principal amount of $8,201,086 pursuant to, and within the limitations prescribed by, the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Township in an aggregate principal amount not exceeding $8,201,086 are hereby authorized to be issued pursuant to, and within the limitations prescribed by, said Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued include, but are not limited to, the following:

Description	Appropriation	Authorization	Down Payment	Useful Life
(i) Preparation of assessment reports to be submitted to the New Jersey Department of Environmental Protection ("NJDEP") in order to stay in compliance with the Municipal Separate Storm Sewer System ("MS4") guidlelines under the Federal Clean Water Act;	$ 160,000	$ 152,000	$8,000	5 years
(ii) Installation of monitoring wells and sampling and testing at the Fire Department Headquarters in order to be in compliance with NJDEP environmental regualtions;	$ 260,000	$ 247,000	$13,000	5 years
(iii) Phase I mapping, including, but not limited to, sanitary sewer assets, condition assessment, closed-circuit television inspection and data collection of Basin A, which consists of gravity sewers, interceptor sewers, manholes, various sewage pump stations and force mains;	$ 1,000,000	$ 950,000	$50,000	5 years
(iv) Condition assessment, closed-circuit television inspection and data collection of Township-wide existing storm sewers to assess existing infrastructure and put together a plan for the future capital improvements to avoid emergency repairs;	$ 450,000	$ 427,500	$22,500	5 years
(v) Stormwater Utility Feasibility Study to determine if establishing a stormwater utility is prudent for the Township to manage runoff, flooding and aging infrastructure;	$ 150,000	$ 142,500	$7,500	5 years
(vi) Township-wide roadway condition survey consisting of core sampling to develop a 5 year replacement plan ranked by pavement condition;	$ 35,000	$ 33,250	$1,750	5 years
(vii) Final design of the Safe Routes to School – Design Assistance Program to the following schools, including, but not limited to, Redwood School, Kelly School, Gregory School, Roosevelt School and Hazel School and providing for various improvements consisting of, as applicable, ADA compliant curb ramps, LED pedestrian push buttons and regulatory and warning signs;	$ 272,179 (including the $272,179 DOT Safe Schools Grant)	$ 0	$ 0	
(viii) Phase I improvements and repairs to the entire lengths or portions of, as applicable, Maple Avenue, Korwel Circle, Korwel Court, Glenview Drive, Beacon Place,	$ 1,200,000	$ 1,140,000	$60,000	10 years

	Description	Appropriation	Authorization	Down Payment	Useful Life
	Herbert Terrace and Hillside Terrace, including, but not limited to, as applicable, milling, paving, storm drain installation, curbs, sidewalks, ADA compliant ramps, and driveway aprons;				
(ix)	Improvements and repairs to various roadways, including, but not limited to, Franklin Avenue from Chestnut Street to Montclair border, Watchung Avenue from Washington Street to Ridge Avenue and Condit Lane from Watchung Avenue to terminus, including, but not limited to, as applicable, milling, paving, minor drainage and curb ramp replacement;	$ 600,000 (including the $300,000 CDBG Grant)	$ 285,000	$15,000	10 years
(x)	Improvements and repairs to the entire lengths or portions of, as applicable, Winfield Street, Virginia Avenue, Kirk Street and Grant Terrace, including, but not limited to, as applicable, milling, paving, storm drain installation, curbs, sidewalks, ADA compliant ramps, and driveway aprons;	$ 1,700,000 (including the $392,489 DOT Road Grant)	$ 1,307,511	$0	10 years
(xi)	Improvements to Washington Street, including, but not limited to, the purchase and installation of decorative street lighting fixtures;	$ 250,000	$ 237,500	$12,500	10 years
(xii)	Roof replacement and replacement of the heating, ventilation and air-conditioning system at the West Orange Public Library;	$ 1,500,000	$ 1,425,000	$75,000	25 years
(xiii)	Dredging of Vincent Pond to remove debris and muck;	$ 500,000	$ 475,000	$25,000	5 years
(xiv)	Renovations to the female locker room at the West Orange Police Department, including, but not limited to, a lactation room;	$ 200,000	$ 190,000	$10,000	15 years
(xv)	Pleasantdale Streetscape Project, including, but not limited to, traffic calming, sidewalk restoration, and decorative street lighting;	$ 416,500 (including the $416,500 DOT Streetscape Grant)	$0	$0	
(xvi)	Replacement of the existing retaining wall along Pleasant Valley Way;	$ 225,000	$ 213,750	$11,250	20 years

Description		Appropriation	Authorization	Down Payment	Useful Life
(xvii)	Replacement of the Vincent Pond walkway with a permanent stone walkway per NJDEP;	$ 100,000	$ 95,000	$ 5,000	10 years
(xviii)	Replacement of the existing concrete panels on top of a culvert that runs underneath Luddington Road to address erosion;	$ 225,000	$ 213,750	$ 11,250	20 years
(xix)	Installation of EV charging stations and ADA compliant parking spaces at the West Orange Public Library; and	$ 690,825 (including the $390,000 NJ Clean Fleet Grant)	$ 300,825	$0	10 years
(xx)	Section 20 Costs.	$ 384,000	$ 365,500	$ 18,500	
	TOTALS:	**$10,318,504**	**$ 8,201,086**	**$ 346,250**	

(b) The improvements and purposes set forth in Section 3(a) above shall also include, as applicable, all engineering and design work, surveying, construction management services, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, environmental testing and remediation, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto.

(c) The estimated maximum amount of bonds or notes to be issued by the Township for said improvements and purposes is $8,201,086.

(d) The estimated cost of said improvements and purposes to the Township is $10,318,504, the excess amount thereof over the estimated maximum amount of bonds or notes to be issued therefor are the Down Payments in the amount of $346,250 now available for said improvements and purposes from the Township's Capital Improvement Fund and the Grants.

SECTION 4. In the event the United States of America, the State of New Jersey, and/or the County of Essex make a contribution or grant in aid, except for the Grants, to the Township for the improvements and purposes authorized hereby and the same shall be received by the Township prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, and/or the County of Essex. In the event that any amount so contributed or granted by the United States of America, the State of New Jersey, and/or the County of Essex, except for the Grants, shall be received by the Township after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the Township as a result of using funds from this bond ordinance as "matching local funds" to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Township (the "Chief Financial Officer"), provided that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of N.J.S.A. § 40A:2-8.1 of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at a public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief

Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget of the Township, as applicable. The capital budget or temporary capital budget, as applicable, of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

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

(a) The improvements and purposes described in Section 3 of this bond ordinance are not current expenses and are improvements and purposes which the Township may lawfully undertake as general improvements and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvements or purposes, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof in accordance with the limitations set forth in the Local Bond Law, is 11.84 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey,

and such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by $8,201,086. The obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An amount not exceeding $384,000 for items of expense listed in and permitted under N.J.S.A. § 40A:2-20 of the Local Bond Law is included in the estimated cost indicated herein for the purposes and improvements described in Section 3 hereof.

SECTION 8. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township and, unless paid from other sources, the Township shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Township for the payment of the principal of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 9. The Township reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. This Section 9 is intended to be and hereby is a declaration of the Township's official intent to reimburse any expenditure toward the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulation Section 1.150-2.

SECTION 10. The Township covenants to maintain the exclusion from gross income under Section 103(a) of the Internal Revenue Code of 1986, as amended, of the interest on all bonds and notes issued on a tax-exempt basis under this bond ordinance.

SECTION 11. The Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of the obligations of the Township authorized herein and to execute such disclosure document on behalf of the Township. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of the obligations of the Township, which are authorized herein, and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication of the notice of final adoption of this bond ordinance, as provided by the Local Bond Law.

ADOPTED ON FIRST READING

DATED: October 13, 2026

KAREN J. CARNEVALE, Clerk
Township of West Orange

SUSAN SCARPA,
Council President
Township of West Orange

ADOPTED ON SECOND READING
DATED: October 27, 2026

KAREN J. CARNEVALE, Clerk
Township of West Orange

SUSAN SCARPA,
Council President
Township of West Orange

APPROVAL BY THE MAYOR ON THIS 27th DAY OF October, 2026.

SUSAN MCCARTNEY, Mayor
Township of West Orange

2996-26

AN ORDINANCE AMENDING CHAPTER 15, SECTION 15-7, EFFECTIVE DATE; TERMINATION; RENEWAL OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE RENT CONTROL

WHEREAS, The Mayor and Council of the Township of West Orange (the "Township"), have an interest in the efficient administration of government services; and

WHEREAS, pursuant to N.J.S.A. 40:48-1, the governing body of a municipality may make, amend, repeal, and enforce such other ordinances, regulations, rules and by-laws not contrary to the laws of this State or Federal Government, as it may deem necessary and proper for the good of government, order and protection of person and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants, and as may be necessary to carry into effect the powers and duties conferred and imposed by this subtitle, or by any law; and

WHEREAS, the Township desires to amend Chapter 5, Section 15-7, of the General Ordinances of the Township of West Orange for the purpose of removing any sunset provisions on the existence of the Rent Leveling Board.

NOW THEREFORE, 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. RECITALS. The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 2. Section 15-7 Effective Date; Termination; Renewal of the General Ordinances of the Township of West Orange is hereby supplemented and amended as follows:

Note: Additions are shown in **bold and underline** and deletions are shown as ~~strikethrough~~.

§15-7.1. Effective Date.

[1972 Code §17-6.1; Ord No. 364-75 § 1; Ord. No. 2400-14; amended 9-8-2020 by Ord. No. 2611-20; 10-10-2023 by Ord No. 2815-23; 9-8-2025 by Ord. No. 2936-25]

~~a. This chapter is to take effect immediately and shall remain in full force and effect for a period not to exceed two years from the effective date of October 17, 2024, and shall automatically terminate, cease and be of no force and effect unless specifically extended by the Township Council by ordinance extending the term for no more than two years at a time.~~

~~b. Any extension action shall be taken by the Township Council prior to the second anniversary date of this chapter and any subsequent extensions shall be taken prior to the respective second anniversary dates of this chapter thereafter, or any ordinance readopting this chapter.~~

§15-7.3. Retroactive Application

[Ord. No. 2400-14; amended 9-8-2020 by Ord. No. 2611-20; 10-10-2023 by Ord. No. 2815-23; 9-8-2025 by Ord. No. 29-36-25]

This chapter shall apply retroactively, in its entirety, for the time period from October 17, ~~2024~~ **2026** through the date of adoption.

SECTION 3. Severability. Each section, subsection, sentence, clause and phrase of this subsection is declared to be an independent section, subsection, sentence, clause and phrase, and the finding or holding of any such portion of this subsection to be unconstitutional, void, or ineffective for any cause, or reason, shall not affect any other portion of this subsection.

SECTION 4. Repealer. All other ordinances or parts of ordinances inconsistent with this subsection are hereby repealed.

SECTION 4. Effective date. This subsection shall be in full force and effect from and after its adoption and any publication as required by law.

NOTICE

NOTICE IS HEREBY GIVEN, that the above Ordinance was introduced and passed on first reading at the regular meeting of the Township Council of the Township of West Orange, County of Essex, State of New Jersey held in the Municipal Building on the 13th day of October, 2026, and the same came up for final passage at the regular meeting of the Township Council held on the 27th day of October, 2026, at which time, after persons interested were given the opportunity to be heard concerning said Ordinance, the same was passed and will be in full force and effect in the Township of West Orange after approval by the Mayor or in accordance with law.

Susan McCartney, Mayor

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

Susan Scarpa, Council President

Introduced: October 13, 2026

Adopted: October 27, 2026