

1. Conference Meeting Agenda

Documents:

[CA 4.6.21.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 4.6.21.PDF](#)

3. Resolution(S)

3.I. 58-21

Documents:

[58-21 RAFFLE LICENSES 4.6.21.PDF](#)

3.II. 59-21

Documents:

[59-21 AUTHORIZING EXECUTION OF RELEASE AND HOLD HARMLESS AGREEMENT WITH TOWNSHIP OF LIVINGSTON FOR USE OF FACILITY FOR FIREARMS TRAINING.PDF](#)  
[59-21 - EXHIBIT A-AUTHORIZING EXECUTION OF RELEASE AND HOLD HARMLESS AGREEMENT FOR FIREARMS TRAINING - 2021.PDF](#)

3.III. 60-21

Documents:

[60-21 AUTHORIZING NJ STATE CONTRACT AND MCCC FIRE.PDF](#)  
[60-21 EXHIBITS - AUTHORIZING NJ STATE CONTRACT AND MCCC FIRE.PDF](#)

3.IV. 61-21

Documents:

[61-21 RESOLUTION AUTHORIZING BLAU AND BLAU TO PROSECUTE AFFIRMATIVE TAX APPEALS FOR 2014.PDF](#)

3.V. 62-21

Documents:

[62-21 AUTHORIZING ROOF IMPROVEMENTS MUNICIPAL BLDG. FIRE HQ AND FIRE STATION NO. 2.PDF](#)  
[62-21 BID RESULTS ROOF IMPROVEMENTS FIRE HQ FH 2 AND MUNICIPAL BUILDING.PDF](#)

4. 63-21

Documents:

63-21 AUTHORIZING SETTLEMENT OF MALANGA LITIGATION.PDF  
63-21 SETTLEMENT AGREEMENT - MALANGA AND TOWNSHIP - REVISION 6  
MARCH 31 2013 (CLEAN).PDF

**Township of West Orange**  
**CONFERENCE MEETING AGENDA**  
**Council Chambers – 66 Main Street**  
**Tuesday, April 6, 2021**  
**Meeting No. 7**

**This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk’s office on November 16, 2020, and published in the West Orange Chronicle on November 25, 2020.**

**Roll Call – Councilwoman Casalino, Councilwoman McCartney, Councilman Rutherford, Councilwoman Williams, Council President Matute-Brown, Mayor Parisi**

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**6:30 P.M**

- **Council Liaison Announcements**
  
- **Public Meeting – 7:00 p.m.**

**PUBLIC MEETING AGENDA**

**Township of West Orange  
66 Main Street – 7:00 p.m.  
April 6, 2021 – Meeting No. 7**

**This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk’s office on November 30, 2020, and published in the West Orange Chronicle on December 10, 2020.**

**Statement of Decorum**

**In all matters not provided for in subsection 3-15.1 and except upon consent of the Council President, each person addressing the Council pursuant to this subsection shall be required to limit his or her remarks to five (5) minutes, and shall at no time engage in any personally offensive or abusive remarks. The chair shall call any speaker to order who violates any provision of this rule.  
(1972 Code § 3-15.2)**

**Roll Call – Councilwoman Casalino, Councilwoman McCartney, Councilman Rutherford, Councilwoman Williams, Council President Matute-Brown, Mayor Parisi**

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. \*Consent Agenda**
- 4. \*Approval of Minutes of Previous Meeting – March 23, 2021 Town Council Meeting**
- 5. \*Report of Township Officers – None**
- 6. Reading of Petitions and Communications and Bids –**
  - a. ABC Resolution 643-20 License No. 0722-33-057-010 – AMAC t/a La Primevera Trattoria – name revised.
- 7. \*Bills**
- 8. \*Resolutions**
  - a. **58-21** Resolution Authoring the Issuance of Raffle Licenses (Clerk)
  - b. **59-21** Resolution Authorizing Execution of Release and Hold Harmless Agreement with Township of Livingston for use of Facility for Firearms Training (Legal-Moon)
  - c. **60-21** Resolution Authorizing the Purchase of One (1) 2021 Police Interceptor SUV Vehicle through the Morris County Cooperative Contract # 15-A, Item 1 and One (1) 2021 Ford F250 SRW XL 4WD Supercab NJ State Contract # A88727 and One (1) 2021 Ford Transit Wagon T350 NJ State Contract #A88231 (Purchasing-Reynolds)
  - d. **61-21** Resolution Authorizing Blau and Blau to Prosecute Affirmative Tax Appeals for 2014 (Legal-Trenk)
  - e. **62-21** Resolution Authorizing a Contract with VMG Group, 288 Cox Street, Roselle, NJ 07703 for Roof Improvements Municipal Bldg., Fire HQ and Fire Station No. 2 in the Amount of \$270,600.00 (Lepore)
  - f. **63-21** Resolution Authorizing a Settlement Agreement between Kevin Malanga and the Township of West Orange Regarding Approximately Twelve (12) Acres on Ridge Road and the Carriage Home in the Ridge Road Vicinity (the “Potential Open Space”) (Legal-Trenk)

**9. Ordinances on Second and Final Reading-None**

**10. Ordinances on First Reading-None**

**11. Pending Matters/New Matters/Council Discussion**

**12. ABC Hearing – None**

**13. 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)**

**Agenda is subject to change.**

**Next Meeting Date(s):**

**Township Council Meeting - April 20, 2021**

**RESOLUTION**

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

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

<b><u>Organization</u></b>	<b><u>Date/Type of Event</u></b>	<b><u>Place</u></b>	<b><u>RL No.</u></b>
OLOL	Tricky Tray May 22, 2021	1 Eagle Rock Avenue	7706
OLOL	On Premise 50/50 May 22, 2021	1 Eagle Rock Avenue	7707
Cancer Hope Network	Tricky Tray June 14, 2021	750 Eagle Rock Avenue	7708
RENEW International	On-Premise Merchandise June 10, 2021	757 Eagle Rock Avenue	7709

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

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**Cindy Matute-Brown**  
Council President

**Adopted: April 6, 2021**

**RESOLUTION**

**WHEREAS**, the Township of West Orange Police Department (the “WOPD”) seeks to utilize the property owned by the Township of Livingston, New Jersey (the “Livingston Facility”) for Firearms Training Activities (the “Training”) for officers of the WOPD for period to be scheduled from June 1, 2021 through December 31, 2021; and

**WHEREAS**, the Township of Livingston requires the execution of a Release and Hold Harmless Agreement (the “Release”), annexed hereto as Exhibit “A,” for use of the Livingston Facility for the Training; and

**WHEREAS**, the Township of Livingston is allowing the WOPD to utilize the Livingston Facility for the Training at no cost to the Township of West Orange.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE**, that the Township be and hereby is authorized to execute the Release annexed hereto as Exhibit “A;” and be it further

**RESOLVED**, that the Police Chief for the Township of West Orange is authorized to execute the Release on behalf of the Township; 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.

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

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**Cindy Matute-Brown**  
Council President

**Adopted: April 6, 2021**

# **EXHIBIT “A”**



**RELEASE AND HOLD HARMLESS AGREEMENT**

In consideration for license to enter upon and use the property, including buildings, facilities, pool and grounds owned by the Township of West Orange (the "Premises") from June 1, 2021 through December 31, 2021 for Firearms Training Activities (the "Training") conducted by West Orange Police Department (the "WOPD"), the Township of West Orange (the "Township"):

1. Hereby releases, waives, discharges and covenants not to sue the Township of Livingston for any and all damage and any claim or demands therefore arising from the use of the Premises by members of the WOPD for the Training arising from or out of the negligence of WOPD, its representatives, agents and employees, related to the use of the Premises by WOPD for the Training, subject to the provisions of the New Jersey Tort Claims Act (N.J.S.A. 59: 1-1 et seq. and the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.).
2. Hereby agrees to hold harmless the Township of Livingston from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury, damage to property or any other claim asserted whatsoever, arising from or out of the negligence of WOPD, its representatives, agents and employees, related to the use of the Premises by WOPD for the Training, subject to the provisions of the New Jersey Tort Claims Act (N.J.S.A. 59: 1-1 et seq. and the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.).
3. Hereby assumes full and sole responsibility for compliance with any and all local, state or federal laws, ordinances, regulations or rules applicable to the use of the Premises for the purposes described herein.

The undersigned represents and warrants that he or she has full authority to enter into this agreement has entered into this agreement voluntarily after reading and understanding it, and that no other oral representations, statements or inducements apart from the foregoing written agreement have been made.

TOWNSHIP OF WEST ORANGE  
WEST ORANGE POLICE DEPARTMENT

By: \_\_\_\_\_  
James Abbott, Police Chief

Date: \_\_\_\_\_

**RESOLUTION**

**To Authorize purchase of One (1) 2021 Police Interceptor SUV Vehicle through the Morris County Cooperative Contract # 15-A, item 1 and One (1) 2021 Ford F250 SRW XL 4WD Supercab NJ State Contract # A88727 and One (1) 2021 Ford Transit Wagon T350 NJ State Contract #A88231**

**WHEREAS**, the Township of West Orange, Fire Department must continue to add new vehicles to its fleet to maintain an optimal number for service; and

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

**WHEREAS**, the Morris County Cooperative Contract # 15-A item #1 and NJ State Contract #A88727 and # A88231 for said vehicles (see attached "Exhibit A") has been awarded to Beyer Ford, located 170 Ridgedale Avenue, Morristown, NJ 07960 to be as follows:

NJ State Contract #A88231	
(1) 2021 Ford Transit Wagon T-350 w/options	\$53,013.42
NJ State Contract # A88727	
(1) 2021 Ford F-250 SRW XL 4WD Supercab w/options	\$41,768.68
Morris County Cooperative Contract #15-A, item #1	
(1) 2021 Police Interceptor SUV w/options	\$40,205.15

**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of the Township of West Orange who hereby authorizes the Purchasing Agent, on behalf of the Township to issue and execute a Purchase Order for the total in the amount of \$ 134,987.25 to Beyer Ford with funds certified available by the Chief Financial Officer.

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**Karen J. Carnevale, Municipal Clerk**

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**Cindy Matute-Brown, Council President**

**Adopted: April 6, 2021**

**I hereby certify funds available: Account No. 03-2610-20-0600-160 - \$80,440.00 and Account No. 01-1169 - \$54,547.25**

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**John O. Gross, Chief Financial Officer**

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# Exhibit A

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# BEYER FORD

170 Ridgedale Ave.  
Morristown, NJ 07960

## Quote

To:	From: Brooks Buxton Phone/Fax: (973) 319-7009 / (973) 884-2650
	Vehicle Beyer Fleet
	Pick Up 31 Williams Parkway
	Location East Hanover, NJ 07936

### 2021 POLICE INTERCEPTOR SUV

#### MCCPC

#### CONTRACT #15-A , ITEM #1

Engine: Engine: 3.3L V6 Direct-Injection (Non-Hybrid)	Radio: AM/FM/WMP3 Capable
Transmission: 10-Speed Automatic	Streaming Audio
3.73 Axle Ratio	Integrated Roof Antenna
50 State Emission System Flexible Fuel Vehicle	Wireless Phone Connectivity
the 3.3L V6 Direct-Injection engine.	1 LCD Monitor In The Front
Transmission w/Oil Cooler	8-Way Driver Seat
Automatic Full-Time All-Wheel Drive	Passenger Seat
Engine Oil Cooler	35-30-35 Fold Forward Seatback Rear Seat
H7 SLI battery (730 CCA/80-amp)	Manual Tilt/Telescoping Steering Column
250 Amp Alternator	Gauges -inc: Speedometer, Odometer, Engine Coolant
Police/Fire	Power Rear Windows and Fixed 3rd Row Windows
GVWR: TBD	Remote Releases -inc: Power Cargo Access
Gas-Pressurized Shock Absorbers	Cruise Control w/Steering Wheel Controls
Front And Rear Anti-Roll Bars	Dual Zone Front Automatic Air Conditioning
Electric Power-Assist Steering	HVAC -inc: Underseat Ducts
21.4Gal. Fuel Tank	Locking Glove Box
Dual Stainless Steel Exhaust	Driver Foot Rest
Permanent Locking Hubs	Unique HD Cloth Front Bucket Seats w/Vinyl Rear
Strut Front Suspension w/Coll Springs	Full Cloth Headliner
Multi-Link Rear Suspension w/Coll Springs	Urethane Gear Shift Knob
Regenerative 4-Wheel Disc Brakes w/ ABS	Day-Night Rearview Mirror
Lithium Ion Traction Battery	Driver And Passenger Visor Vanity Mirrors
Wheels: 18" x 8" 5-Spoke Painted Black Steel	Mini Overhead Console w/Storage
Tires: 255/60R18 AS BSW	Front And Rear Map Lights
Steel Spare Wheel	Fade-To-Off Interior Lighting
Spare Tire Mounted Inside Under Cargo	Full Vinyl/Rubber Floor Covering
Clearcoat Paint	Carpet Floor Trim
Body-Colored Front Bumper w/Black Rub Strip	Cargo Features -inc: Cargo Tray/Organizer
Body-Colored Rear Bumper w/Black Rub Strip	Cargo Space Lights
Body-Colored Bodyside Cladding	Smart Device Integration
Black Side Windows Trim	Dashboard Storage, Driver And Passenger Door Bins
Black Door Handles	Power 1st Row Windows w/1-Touch Up/Down
Black Power Side Mirrors w/Convex Spotter	Delayed Accessory Power
Fixed Rear Window w/Fixed Interval Wipe	Power Door Locks
Deep Tinted Glass	Systems Monitor
Speed Sensitive Variable Intermittent Wipers	Redundant Digital Speedometer
Front Windshield -inc: Sun Visor Strip	Trip Computer
Galvanized Steel/Aluminum Panels	Analog Display
Lip Spoiler	Seats w/Vinyl Back Material
Liftgate Rear Cargo Access	Manual Adjustable Front Head Restraints
Tailgate/Rear Door Lock Included	2 12V DC Power Outlets
Led Low/High Beam Headlamps	Air Filtration
LED Brake Lights	Dual Stage Driver/Passenger Seat-Mounted Side Airbag
ABS And Driveline Traction Control	Tire Specific Low Tire Pressure Warning
Side Impact Beams	Dual Stage Driver And Passenger Front Airbags
Airbag Occupancy Sensor	Curtain 1st And 2nd Row Airbags
Passenger Knee Airbag	Outboard Front Lap And Shoulder Safety Belts
Rear Child Safety Locks	Back-Up Camera w/Washer
	<b>Contract Specific Items</b>
Full Size Spare	Dark Car Feature
Reverse Sensing	Tail Lamp Package
Front Headlamp Package	Noise-Suppression Bonds
Keyed Alike (1284X)	
	<b>Dealer Supplied Contract Specific Items</b>
Front and Rear Rubber Floor Mats	Roof Wiring (No Hole)
Shop Repair and Service Manuals	
	<b>Base Price \$ 31,851.00</b>

3/17/2021

**Options for Interceptor SUV**

Exterior Color: Vermillion Red	\$\$	-
Delete Front Lighting Packages	\$\$	(650.00)
Delete Rear Lighting Packages	\$\$	(300.00)
Tail Lamp Interceptor Housing Drilled	\$\$	60.00
Heated Sideview Mirrors	\$\$	60.00
Global Lock / Unlock Feature	\$\$	-
Rear View Camera - Rear View Mirror	\$\$	-
Remote Keyless Entry Key Fob w/o Key Pad	\$\$	340.00
Police Badge Delete	\$\$	-
Police Engine Idle Feature	\$\$	260.00
Wheels: 18" Painted Aluminum	\$\$	475.00
MCCPC Options Discount 3% Off Factory Options	\$\$	(35.85)
Ford Aftermarket Remote Start	\$\$	595.00
80 Amp Breaker	\$\$	-
Sound Off Red/White Dome Light	\$\$	-
Ford Front and Rear Splash Guards	\$\$	205.00
Ford Front and Rear All-Weather Rubber Floor Mats	\$\$	175.00
(2) Code 3 Striplight LEDs In Cargo Area w/ On/Off Switch & Mercury Switch	}	\$ 5,820.00
(2) Code 3 LED Trunk Lights (1-Red) (1-Blue) w/ On/Off & Mercury Switch		
Whelen DUO Legacy Lightbar		
Whelen Siren/ Light Controller		
Whelen 100watt Speaker & Bracket		
Whelen SS Headlight Flasher		
(2) Whelen Micron LEDs Mounted In Grille (R/B Split)		
(2) Whelen Vertex LEDs (R/B) in Pre-drilled Holes		
(4) Whelen Vertex Mounted in Reverse and Brake Lights		
(2) Whelen ION LEDs Mounted in Side Cargo Windows (R/B Split)		
Havis Console w/ Armrest, Dual Cupholder, Magnetic Mic Clips, 3" Coin Dish		
Customer Supplied Radios (2)	\$\$	-
WeatherTech Side Window Deflectors / Rain Guards	\$\$	195.00
Graphics per Customer's spec's	\$\$	1,155.00
Tint Front (2) Windows to Match Rear	\$\$	-

**Option Total \$ 8,354.15**

**Budget Total \$ 40,205.15**

Date: 3/17/2021

Quote is good for 60 Days

To accept this quotation, sign here and return: \_\_\_\_\_



# BEYER FORD

170 Ridgedale Ave.  
Morristown, NJ 07960

## Quote

To:	From:	Brooks Buxton
	Phone/Fax:	(973) 319-7009 / (973) 884-2650
	Vehicle	Beyer Fleet
	Pick Up	31 Williams Parkway
	Location	East Hanover, NJ 07936

**2021 FORD F-250 SRW XL 4WD SUPERCAB 164" WB w/ 8' Bed**  
**NJ STATE CONTRACT**

**A88727**

6.2L 2-Valve SOHC EFI NA V8 Flex Fuel  
Transmission: TorqShift-G 6-Spd Auto  
3.73 Axle Ratio (STD)  
50-State Emissions System  
Transmission w/Oil Cooler  
Manual Transfer Case  
Part-Time Four-Wheel Drive  
72-Amp/Hr 650CCA Maintenance-Free Battery  
Extra Heavy-Duty 200-Amp Alternator  
Class V Towing w/Harness, Hitch  
3560# Maximum Payload  
GVWR: 10,000 lb Payload Package  
HD Shock Absorbers  
Front Anti-Roll Bar  
Firm Suspension  
Hydraulic Power-Assist Steering  
34 Gal. Fuel Tank  
Single Stainless Steel Exhaust  
Manual Locking Hubs  
Front Suspension w/Coil Springs  
Leaf Rear Suspension w/Leaf Springs  
4-Wheel Disc Brakes w/4-Wheel ABS  
Wheels: 17" Argent Painted Steel  
Tires: LT245/75Rx17E BSW A/S PLUS (4)  
Regular Box Style  
Steel Spare Wheel  
Full-Size Spare Tire Stored Underbody  
Clearcoat Paint  
Black Front Bumper w/Black Rub Strip  
Black Rear Step Bumper  
Fixed Rear Window  
Light Tinted Glass  
Variable Intermittent Wipers  
Aluminum Panels  
Black Grille  
Front License Plate Bracket  
Tailgate Rear Cargo Access  
Reverse Opening Rear Doors  
Manual Tailgate/Rear Door Lock  
Halogen Headlamps w/Delay-Off  
Cargo Lamp Integrated w/High Mount Stop Light  
Back-Up Camera

Radio: AM/FM Stereo -inc: 6 speakers  
Fixed Antenna  
1 LCD Monitor In The Front  
Front Seats w/Manual Driver Lumbar  
4-Way Driver Seat -inc: Manual Recline,  
4-Way Passenger Seat -inc: Manual Recline  
60-40 Folding Split-Bench Fold-Up Cushion Rear Seat  
Manual Tilt/Telescoping Steering Column  
Gauges -inc: Speedometer, Odometer, Oil Pressure  
Fixed Rear Windows  
6 Person Seating Capacity  
Front Cupholder  
Manual Air Conditioning  
HVAC -inc: Underseat Ducts  
Illuminated Locking Glove Box  
Day-Night Rearview Mirror  
2 12V DC Power Outlets  
Full Overhead Console w/Storage  
Front Map Lights  
Fade-To-Off Interior Lighting  
Full Vinyl/Rubber Floor Covering  
Underhood And Pickup Cargo Box Lights  
Instrument Panel Bin and Covered Dashboard Storage  
Manual 1st Row Windows  
Systems Monitor  
Trip Computer  
Outside Temp Gauge  
Analog Display  
Manual Adjustable Front Head Restraints  
Securilock Anti-Theft Ignition (pats) Engine Immobilizer  
Air Filtration  
Electronic Stability Control (ESC)  
ABS And Driveline Traction Control  
Side Impact Beams  
Dual Stage Driver/Passenger Seat-Mounted Side Airbags  
Low Tire Pressure Warning  
Dual Stage Driver/Passenger Front Airbags  
Mykey System  
Chimes and Beltminder w/Audio Mute  
Safety Canopy System Curtain 1st And 2nd Row Airbags  
Outboard Front Lap And Shoulder Safety Belts

**Base Price \$ 26,903.00**

3/17/2021

### Options for F250

Exterior Color: Vermillion Red	\$	660.00
Electronic-Locking w/4.30 Axle Ratio	\$	390.00
Power Equipment Group	\$	865.00
Platform Running Boards	\$	445.00
Transfer Case & Fuel Tank Skid Plates	\$	100.00
Upfitter Switches	\$	165.00
Tires: LT245/75R17E BSW A/T	\$	250.00
Trailer Brake Controller	\$	270.00
Tough Bed Spray-in Bedliner	\$	595.00
Snow Plow Package	\$	-
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State Discount (10% off Factory MSRP Options)	\$	(374.00)
Timbrens in Front	\$	425.00
Customer Supplied Western Plow - New Frame Kit,Wiring, Mount	\$	2,475.00
Snow deflector, Rubber	\$	275.00
Vehicle Undercoating	\$	495.00
Red/White Dome Light	\$	-
Whelen Liberty II DUO	\$	3,520.00
Whelen Siren/Switch Controller	\$	695.00
Whelen 100 Watt Speaker	\$	315.00
Whelen (2) Whelen ION LEDs Mounted in Grill (R/B/W)	\$	405.00
(6) Whelen Vertex in Headlight & Tail Lights	\$	895.00
80 Amp Breaker	\$	95.00
Havis 24" Box Console (C-2410)	\$	404.55
Havis Console Mounting Bracket (C-B68)	\$	69.51
Havis Cupholder (C-CUP2-I)	\$	39.52
Havis 3" Coin Dish (C-AP-0325)	\$	43.28
(3) Havis Mic Clip Bracket (C-MCB)	\$	39.52
(3) Magnetic Mic Clips (MMSU-1)	\$	121.80
Customer Supplied Radios (2)	\$	-
Graphics per Customer's spec's	\$	1,186.50

**Option Total** \$ **14,865.68**

**Budget Total** \$ **41,768.68**

Date: 3/17/2021

Quote is good for 60 Days

**\*\*\*Multiple vehicle purchases require payment per vehicle delivered.  
Individual payments required regardless of status of remaining vehicles.\*\*\***



# BEYER FORD

# Quote

170 Ridgedale Ave.  
Morristown, NJ 07960

To:	From: <b>Coert Seely</b>
	Phone/Fax: (973) 463-3065 / (973) 884-2650
	Vehicle <b>Beyer Fleet</b>
	Pick Up <b>31 Williams Parkway</b>
	Location <b>East Hanover, NJ 07936</b>

**2021 Ford Transit Wagon T-350 148" High Roof XL (15-Passenger)**

**STATE OF NEW JERSEY**

**CONTRACT #A88231**

**Mechanical**

- Engine: 3.7L Ti-VCT V6
- Transmission: 6-Speed Automatic w/OD & 4.10 Axle Ratio (STD)
- 50-State Emissions System
- Transmission w/Oil Cooler
- Rear-Wheel Drive
- Engine Oil Cooler
- 70-Amp/Hr Maintenance-Free Battery
- HD 250 Amp Alternator
- 2810# Maximum Payload
- GVWR: 9,000 lbs
- HD Shock Absorbers
- Front Anti-Roll Bar
- Hydraulic Power-Assist Steering
- 26-Gal.-Fuel Tank
- Single Stainless Steel Exhaust
- Strut Front Suspension w/Coil Springs
- Leaf Rear Suspension w/Leaf Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS

**Exterior**

- Wheels: 16" Steel w/Black Hubcaps
- Tires: 235/65R16 AS BSW
- Steel Spare Wheel
- Full-Size Spare Tire Stored Underbody
- Black Front Bumper
- Black Rear Step Bumper
- Black Bodyside Cladding and Black Wheel Well
- Black Side Windows Trim and Black Front
- Black Door Handles
- Black Power Side Mirrors w/Convex Spotter and Fixed Rear Window
- Light Tinted Glass
- Variable Intermittent Wipers
- Fully Galvanized Steel Panels
- Black Grille
- Sliding Rear Passenger Side Door
- Split Swing-Out Rear Cargo Access
- Tailgate/Rear Door Lock Inc. w/Power Door Locks
- Aero-Composite Halogen Headlamps

**Entertainment**

- Radio w/Clock
- Radio: AM/FM Stereo w/6-Speakers - Fixed Antenna

**Interior**

- Dual Bucket Seats -inc: 10-way power driver seat
- Vinyl Front Seats w/Vinyl Back Material
- Removable Bench Front Facing Vinyl Rear Seat
- Manual Tilt/Telescoping Steering Column
- Gauges: Speedometer, Odometer, Eng. Coolant Temp, Tach.
- Fixed Rear Windows and Manual Vented 3rd Row Windows
- 15 Person Seating Capacity
- Removable Bench Vinyl 3rd Row Seat Front
- Removable Bench Front Facing 4th Row Seat Number
- Front Cupholder
- Rear Cupholder
- Remote Keyless Entry w/Integrated Key Transmitter
- Manual Air Conditioning
- Rear HVAC
- HVAC-inc: Underseat-Ducts and Headliner/Pillar Ducts
- Glove Box
- Driver Foot Rest
- Interior Trim -inc: Metal-Look Instrument Panel Insert
- Urethane Gear Shift Knob
- Day-Night Rearview Mirror
- Driver And Passenger Visor Vanity Mirrors
- 3 12V DC Power Outlets
- Full Overhead Console w/Storage and 3 12V DC Power Outlets
- Fade-To-Off Interior Lighting
- Full Vinyl/Rubber Floor Covering
- Vinyl/Rubber Floor Trim
- Cargo Space Lights
- Instrument Panel Bin, Driver / Passenger And Rear Door Bins
- Power 1st Row Windows w/Driver 1-Touch Down
- Power Door Locks w/Autolock Feature
- Manual Adjustable Front & Rear Head Restraints
- Driver & Front Passenger Side Airbags
- Curtain Airbag
- Safety-mechanical**
- Advancetrac w/Roll Stability Control Electronic Stability Control
- ABS And Driveline Traction Control
- Safety-exterior**
- Side Impact Beams
- Safety-interior
- Low Tire Pressure Warning**
- Dual Stage Driver And Passenger Front Airbags
- Airbag Occupancy Sensor
- Outboard Front Lap And Shoulder Safety Belts

**Base Price \$ 35,158.00**



## Options

Credit for (12) Passenger (X2C)	\$	(1,450.00)
Upgrade to AWD (X9C) T-350 148" Med Roof XL AWD	\$	4,695.00
Exterior Color: Race Red	\$	-
Dark Palazzo Gray, Vinyl Front Bucket Seats	\$	-
Heavy-Duty Trailer Tow Package -inc: Tow/Haul Mode w/Trailer Wiring Provisions	\$	485.00
Heated Power Mirrors w/Turn Signals & Long Arm	\$	220.00
Privacy Glass -inc: Rear Window Defogger (required w/egress window option)	\$	500.00
Extended Length Running Boards	\$	655.00
Radio: AM/FM Stereo w/SYNC 3	\$	280.00
Cruise Control w/Message Center	\$	325.00
2 Additional Keys (4 Total)	\$	75.00
Reverse Sensing System	\$	295.00
Remote Start	\$	495.00
Front Fog Lamps	\$	105.00
Enhanced Active Park Assist w/ Side Sensing System	\$	895.00
Blind Spot Information System (BLIS)	\$	595.00
NJ State Contract Discount (10% Off MSRP)	\$	(817.00)
Vehicle Undercoating	\$	495.00
Sound Off Red/White Dome Light	\$	155.00
Whelen M6 Series Front Light Pod (M6PTH5F)	\$	355.00
* Paint Front Whelen Pod Brackets to Match Vehicle	\$	870.00
(8) Whelen M6 LEDs Installed in Front Pod (R/B) (M6J)	\$	1,240.00
(2) Whelen M6 LEDs Installed in Front Pod (White as TDs) (M6C)	\$	285.00
(10) Whelen M6 LED Chrome Flanges (M6FB)	\$	100.00
(2) Whelen M4 LEDs w/ Mirror Mount (M4V2RC / M4V2BC) (M4TM15B)	\$	600.00
(2) Whelen M4 LEDs w/ Intersection Mount (M4J) (M4TB15B)	\$	385.00
(4) Whelen M4 Black Flanges (M4FC)	\$	45.00
(2) Whelen Micron LEDs Mounted in Grill (MCRNTR)	\$	385.00
Whelen Front Driver and Passenger Side M9 Flanges (Chrome)	\$	150.00
Whelen Rear Driver and Passenger Side M9 Flanges (Chrome)	\$	150.00
(4) Whelen M9 LEDs (2-Red) (2-Blue) w/ Built in Scene	\$	1,187.74
(4) Whelen ION LEDs (R/B) in Rear Window	\$	-
Whelen Siren/ Light Controller	\$	690.00
Whelen 100watt Speaker & Bracket	\$	315.00
Whelen SS Headlight Flasher	\$	195.00
(2) Whelen Vertex LEDs (R/B) in Headlights	\$	275.00
(4) Whelen Vertex Mounted in Reverse and Brake Lights	\$	525.00
Havis 24" Box Console (C-2410)	\$	404.55
Havis Console Mounting Bracket (C-B68)	\$	69.51
Havis Cupholder (C-CUP2-I)	\$	39.52
Havis 3" Coin Dish (C-AP-0325)	\$	43.28
(3) Havis Mic Clip Bracket (C-MCB)	\$	39.52
(3) Magnetic Mic Clips (MMSU-1)	\$	121.80
Customer Supplied Radios (2)	\$	-
WeatherTech Side Window Deflectors / Rain Guards	\$	195.00
Graphics per Customer's spec's	\$	1,186.50
Tint Front (2) Windows to Match Rear	\$	-

**Option Total           \$           17,855.42**

3/17/2021

**Budget Total**      \$      **53,013.42**

Date: 3/17/2021

Quote is good for 60 Days

To accept this quotation, sign here and return: \_\_\_\_\_

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**RESOLUTION**

**WHEREAS**, N.J.S.A. 54:3-21 authorizes a municipality to file a counterclaim in the Tax Court of New Jersey in response to a taxpayer's appeal to reduce the assessment; and

**WHEREAS**, in 2014, Rockledge Realty Co., the owner of a 178-unit garden apartment complex, located at 200 Mt. Pleasant Avenue, Block 80.03, Lot 36, filed an appeal to reduce the \$1,593,500 assessment of the subject property, in a case entitled Rockledge Realty Co. v. Township of West Orange, Docket No. 006262-2014; and

**WHEREAS**, Mark Hendricks, the Township's real estate expert, advised the Township that, in his opinion, the subject property was significantly under assessed; and

**WHEREAS**, Mr. Hendricks recommended that the Township file a counterclaim to increase the assessment of the subject property; and

**WHEREAS**, in 2014, the Township filed a counterclaim with the Tax Court of New Jersey in the case entitled Rockledge Realty Co. v. West Orange Township; and

**WHEREAS**, in 2017, Rockledge Realty Co. sold the subject property to Crest Ridge Realty LLC; and

**WHEREAS**, since 2018, the Township has filed appeals to increase the assessment of the subject property currently owned by Crest Ridge Realty LLC; and

**WHEREAS**, the attorneys for Crest Ridge Realty LLC have asked the Township to produce a resolution authorizing the 2014 counterclaim to increase the assessment of the subject property; and

**WHEREAS**, it appears that the West Orange Council never adopted a resolution authorizing the 2014 counterclaim;

**NOW HEREBY BE IT RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE** that the Township Council hereby authorizes and ratifies the action taken by the Township in 2014 in filing a counterclaim in the matter of Rockledge Realty Co. v. Township of West Orange, Docket No. 006262-2014; and

**BE IT FURTHER RESOLVED** that this Resolution shall be available for inspection during normal business hours and in accordance with all applicable statutes.

---

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

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**Cindy Matute-Brown**  
**Council President**

**Adopted: April 6, 2021**

**RESOLUTION**

**WHEREAS**, the Township of West Orange has advertised for bids, pursuant to the New Jersey Local Public Contracts Law (N.J.S.A. 40A: 11-1) for the Roof Improvements at the Municipal Building, Fire Headquarters and Fire Station No. 2; and

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

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

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

**NOW, THEREFORE BE IT RESOLVED** by the Township Council of the Township of West Orange that the contract for the Roof Improvements at Municipal Building, Fire Headquarters and Fire Station No. 2 is hereby awarded to:

**VMG GROUP  
288 COX STREET  
ROSELLE, NEW JERSEY 07703**

in the amount of \$295,100.00 which represents the Base Bid of \$270,600.00, Add Alternate No. 1 in the amount of \$18,000.00 and an Allowance of \$6,500.00 for brick mortar joint repairing.

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

---

**Karen J. Carnevale, R.M.C.**

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**Cindy Matute-Brown, Council President**

**Adopted: April 6, 2021**

**I hereby certify funds are available from:**

**ACCOUNT NO.  
2017 CAPITAL BUDGET  
FIRE HOUSES  
ACCOUNT NO. 03 2507 17 0100 010  
2017 CAPITAL BUDGET**

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**John Gross, Chief Financial Officer**

**BID RESULTS**  
**ROOF IMPROVEMENTS**  
**FIRE HEADQUARTERS, FIRE STATION NO. 2 AND MUNICIPAL BUILDING**

- |                                                                                        |              |
|----------------------------------------------------------------------------------------|--------------|
| 1. VMG GROUP<br>288 Cox Street<br>Roselle, NJ 07203                                    | \$270,600.00 |
| 2. NORTHEAST ROOF MAINTENANCE, INC.<br>649 Catherine Street<br>Perth Amboy, NJ 08861   | \$310,000.00 |
| 3. FRANK CYRWUS INC.<br>227 Hamburg Turnpike Suite 8<br>Pompton Lakes, NJ 07442        | \$315,710.00 |
| 4. Integrity Roofing, Inc.<br>1385 Witherspoon Street<br>Rahway, NJ 07065              | \$359,340.00 |
| 5. Laumar Roofing Co., Inc.<br>426 Gregory Ave.<br>P.O. Box 1504<br>Passaic, NJ 07055  | \$457,524.00 |
| 6. G. C. Dynatech Construction, LLC<br>2066-A Route 35, North<br>South Amboy, NJ 08879 | \$562,000.00 |

**RESOLUTION**

**WHEREAS**, the Township of West Orange (“Township”) has designated 100 Executive Drive, 200 Executive Drive and 10 Rooney Circle as areas in need of redevelopment pursuant to N.J.S.A. 40A:11-1, *et seq.*; and

**WHEREAS**, the Township has designated 46 Mount Pleasant Avenue in the Township as an area in need of redevelopment pursuant to N.J.S.A. 40A:11-1, *et seq.*; and

**WHEREAS**, Kevin Malanga has filed litigation concerning the designations which is pending before the Superior Court of New Jersey, Law Division and Appellate Division and additional litigation involving a claim under OPRA; and

**WHEREAS**, the Township has approved redevelopment plans concerning the existing library site and new library site; and

**WHEREAS**, the Township has been awarded a grant in the amount of \$3.1 million from the State of New Jersey Library Construction Bond Act which is time sensitive; and

**WHEREAS**, the redevelopment areas will provide affordable and moderate housing units which has been approved as part of the Fair Share Housing Settlement as approved by the Superior Court of New Jersey, Law Division; and

**WHEREAS**, there exists approximately twelve (12) acres on Ridge Road and the carriage home in the Ridge Road vicinity (the “Potential Open Space”); and

**WHEREAS**, Mr. Malanga has indicated that he is willing to settle all matters and dismiss all pending litigation upon the Township’s acquisition of the Potential Open Space areas; and

**NOW HEREBY BE IT RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE** that the Township Council hereby approves the proposed settlement agreement as annexed hereto and authorizes the Mayor to execute same.

**BE IT FURTHER RESOLVED** that this Resolution shall be available for inspection during normal business hours and in accordance with all applicable statutes.

---

**Karen J. Carnevale, R.M.C.**  
**President**

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**Cindy Matute-Brown, Council**

**Adopted: April 6, 2021**



SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) made as of the \_\_\_\_ day of April, 2021 by and among KEVIN MALANGA, residing at 57 Ridge Road, West Orange, New Jersey 07052, his heirs and assigns, (“Plaintiff”); the TOWNSHIP OF WEST ORANGE, with its offices at 66 Main Street, West Orange, New Jersey 07052 (“Township”); THE TOWNSHIP COUNCIL OF WEST ORANGE, with its offices at 66 Main Street, West Orange, New Jersey (“Township Council”) and THE PLANNING BOARD OF THE TOWNSHIP OF WEST ORANGE, with its offices at 66 Main Street, West Orange, New Jersey (“Planning Board”) and all of the foregoing are collectively referred to as the “Parties”.

WHEREAS, West Orange Executive Office Park, LLC (“WOOEP”) is the record owner of properties identified as 100 Executive Drive, 200 Executive Drive and 10 Rooney Circle and identified respectively as Block 155, Lots 40.02, 42.02 and 41.02 on the tax maps of the Township of West Orange (the “Executive Drive Properties”) and the Executive Drive Properties are currently located in the OB-1 zoning district where office buildings are permitted uses; and

WHEREAS, on December 15, 2020, the West Orange Township Council adopted its Resolution 249-20 that designated the Executive Drive Properties as an area in need of redevelopment pursuant to the LRHL;

WHEREAS, on January 26, 2021 the Township Council adopted Ordinance 2632-21 which enacted the “Executive Drive – Rooney Circle Redevelopment Plan” dated January 18, 2021 (the “Redevelopment Plan”) for the Executive Drive Properties, and

WHEREAS, Plaintiff filed an action captioned Kevin Malanga v. Township of West Orange, Township of West Orange Council and the Township of West Orange Planning Board, Superior Court of New Jersey, Law Division, Essex County, Docket No. ESX-L-775-21,

challenging the designation of the Executive Drive Properties as an area in need of redevelopment (the “Executive Drive Litigation”); and

WHEREAS the Executive Drive Litigation is now pending before the Superior Court, Essex County Vicinage; and

WHEREAS on March 6, 2019, the Township Council adopted Resolution 99-19 which designated the Township’s Public Library and certain surrounding land (together the “Public Library”) as being an area in need of redevelopment.

WHEREAS Plaintiff filed an action captioned Kevin Malanga v. Township of West Orange, Township of West Orange Council and the Township of West Orange Planning Board, Superior Court of New Jersey, Law Division, Essex County, Docket No. ESX-L-3340-19, challenging the designation of the Public Library as an area in need of redevelopment and the Honorable Bridget A. Stecher, J.S.C. entered an Order on August 4, 2020 dismissing Plaintiff’s suit;

WHEREAS Plaintiff filed an appeal of Judge Stecher’s decision which is assigned Appellate Division Docket No. A-000178-20 which is now pending before the Court (the “Public Library Litigation”);

WHEREAS, Plaintiff has filed an action against the Township under the Open Public Records Act (“OPRA”) captioned Kevin Malanga v. Township of West Orange and Karen J. Carnevale in her capacity as municipal clerk and record custodian of the Township of West Orange, Superior Court of New Jersey, Law Division, Essex County, Docket No. ESX-L-2761-19 which is now on appeal before the Superior Court of New Jersey, Appellate Division, Docket No. A-0002287-19 related to Plaintiff’s OPRA Request to the Township on or about February 11, 2019 (the “OPRA Litigation” and collectively with the Executive Drive Litigation and Public Library Litigation are the “Litigations”); and

WHEREAS, Green Essex Partners Urban Renewal LLC, a New Jersey limited liability company with its offices at c/o BNE Real Estate Group, 16 Microlab Road, Suite A, Livingston, New Jersey 07039 is the contract purchaser of the Executive Drive Properties (“Redeveloper”);

WHEREAS, the Parties wish to resolve the Litigations and have reached an agreement regarding the rights and obligations of the Parties and of the Redeveloper to develop the Executive Drive Properties in a manner that addresses the concerns of all Parties; and

WHEREAS, the although there are dates set in this Agreement, the Parties agree to use reasonably best efforts to achieve the milestones sooner and without delay; and

WHEREAS, the Parties believe the terms of this settlement, if achieved, will provide benefits to the West Orange community which can be achieved by satisfying the conditions precedent set forth herein.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which each of the Parties hereby acknowledges, the Parties agree as follows:

1. The recitals set forth in the Preamble to this Agreement are incorporated herein by reference.
2. No Objection. The Parties shall support the satisfaction of the Conditions Precedent defined below which are all required to implement the desired resolution of the Litigations.
3. Settlement of Litigation. Upon execution of this Agreement, the parties agree to stay the Litigations pending satisfaction of the following “Conditions Precedent”:
  - a. Execution of Consent Orders of Dismissal of the Litigations. The parties shall execute Consent Orders of Dismissal with Prejudice of the Litigations which will be with prejudice and without costs to any party (“Consent Orders”). The Consent Orders shall be held

in escrow by James M. Turteltaub, Esq. pending satisfaction of all Conditions Precedent and the completion of the Closing as defined in Section 4 below and for filing same with the respective courts as set forth in Section 4.

b. Acquisition of Carriage House. Within 60 days of the date of this Agreement, the Township shall enter into a contract to purchase the land and building located at 36 Ridge Road and designated as Block 80.05, Lot 40.02, on the tax map of the Township of West Orange (“Carriage House”) and acquire good and insurable title to the Carriage House within 180 days of the date of this Agreement. Within 60 days of the Township acquisition of title to the Carriage House, the Township’s Historic Commission shall designate the Carriage House as a historic structure that is to be preserved. In addition, the title to the Carriage House acquired by the Township shall contain a deed restriction to preserve the Carriage House for the benefit of the general public along with a covenant to permanently preserve and maintain the structure of the Carriage House. The deed restriction shall also limit any use of the Carriage House structure to public educational and historic research purposes as well as prohibit any modifications, alterations, or finishings to the structure that would change the structures’ historic character from its original purpose of housing horses and carriages.

i. Stabilization of the Carriage House. The Redeveloper without unreasonable delay shall, upon the Township’s purchase of the Carriage House, stabilize the building’s structure by the installation of steel tension rods to replace the existing cables or such other means as is necessary to protect the integrity of the structure. In addition, the Redeveloper shall undertake any necessary repairs to the floor joists that may be separated from supporting cross beams, the pediment on the west side of the building and such other repairs necessary to make the building a safe and sound structure.

ii. Carriage House Roof Repair. The Redeveloper shall, upon the Township's purchase of the Carriage House, immediately remove the Carriage House's existing asphalt shingle roof, its roof sheathing where necessary and replace same with dimensional lumber of a size in accordance with the existing historic sheathing, shall install waterproof adhesive roofing membrane, and replace the Carriage House roof with a lightweight slate roof or artificial slate roof system to maintain the historic character of the building.

iii. Carriage House Fire Protection. The Redeveloper shall, upon the Township's purchase of the Carriage House, immediately remove the existing Carriage House electrical wiring and install a new circuit breaker panel of sufficient capacity to serve, at a minimum, smoke and fire protection devices with alarms connected to the Township Fire Department and adequate lighting deemed necessary for public safety.

c. Acquisition of Ridge Road Forest Property. Within 60 days of the date of this Agreement, the Township shall enter into a contract to purchase the properties located at 2 Ridge Road and 10 Ridge Road which are designated as Block 80.03, Lots 10 and 21 on the tax map of the Township of West Orange ("Ridge Road Forest") and acquire good and insurable title to Ridge Road Forest within 180 days of the date of this Agreement. The title to the Ridge Road Forest shall contain a deed restriction to the benefit of the public that shall require the Township to permanently preserve and maintain the Ridge Road Forest as passive open space.

i. Preservation of Ridge Road Forest. The Township agrees that the Ridge Road Forest shall be permanently preserved as passive open space comprised of forested land with absolutely no amenities, facilities or structures installed on or incorporated into the Ridge Road Forest. For the avoidance of doubt, there shall be no structures, facilities, or equipment including, but not limited to, buildings or structures of any kind, memorial monuments, athletic fields, athletic equipment, exercise stations, lighting, paths, seating,

benches, tables, barbecue facilities, entertainment facilities, portable or permanent rest rooms, telescope or binocular stations, antennas, and fences to be allowed on the Ridge Road Forest property.

ii Ridge Road Forest Conservation Easement. In order to ensure the permanent preservation of the Ridge Road Forest as passive open space, the Township shall grant a conservation easement to The Land Conservancy of New Jersey, 19 Boonton Avenue, Boonton, NJ 07005. If the Land Conservancy of New Jersey declines to accept the conservation easement, then the parties shall consult with each other in good faith and agree on a substitute entity.

iii. Ridge Road Forest Signage. The Township shall, upon acquisition of the Ridge Road Forest, immediately install a sign at the gate that marks the entrance to the forest along with listing the following prohibited uses:

- A. Hikers must remain on trails;
- B. ~~Only service~~Any animals are ~~permitted and~~ must be kept on leash;
- C. Fires and cooking are prohibited;
- D. Camping is prohibited;
- E. Alcohol beverages are prohibited;
- F. Motorized vehicles are prohibited;
- G. Bicycles are prohibited;
- H. Removal of plants, animals, or natural features is prohibited;
- I. Carving on trees is prohibited;
- J. Audible music playing is prohibited; and
- K. Hunting and trapping are prohibited.

The Township shall enact an Ordinance memorializing these restrictions on the permitted uses of the Ridge Road Forest.

d. Redeveloper Approvals. Within 180 days of the date of this Agreement,

Redeveloper shall obtain the following final, unappealable approvals and agreements:

1. Township of West Orange Planning Board Approvals;
2. New Jersey Department of Environmental Protection approvals for storm water and sewers;
3. NJDEP Freshwater Wetlands General Permits 2, 10A & 1;
4. NJDEP Freshwater Wetlands Transition Area Waiver;
3. Water service commitment from New Jersey American Water;
4. Flood Hazard Area (“FHA”) verification and individual permit;
5. Construction financing for the redevelopment of Executive Park Drive Properties,
6. Essex County Planning Board; and
7. Amended Redevelopment Agreement or such other agreement as may be necessary with the Township.

4. Satisfaction of Conditions. The Conditions Precedent shall be satisfied by the simultaneous closing (“Closing”) of the Township’s acquisition of title to the Carriage House, Ridge Road Forest with the appropriate deed restrictions set forth above placed in each property’s title. In addition, the Closing shall include:

- i. The Township’s acquisition of title to 10 Rooney Circle, West Orange, New Jersey which is designated as Block 155, Lot 41.02 on the Township of West Orange, County of Essex, New Jersey tax map.
- ii. The Redeveloper’s acquisition of title to 100 Executive Park Drive, West Orange, New Jersey which is designated as Block 155, Lot 40.02 on the Township of West Orange, County of Essex, New Jersey tax map.
- iii. The Redeveloper’s acquisition of title to 200 Executive Park Drive, West Orange, New Jersey which is designated as Block 155, Lot 42.02 on the Township of West Orange, County of Essex, New Jersey tax map.

The Closing shall occur at the earlier of:

1. 30 days from the date the Redeveloper approvals are final and unappealable, or
2. 180 days from the date of this Agreement.

Upon the Closing and recordation of the foregoing deeds, the Consent Orders shall be released and filed with the Court.

5. No Further Objections. The Parties acknowledge their mutual desire to effectuate the purposes of this Agreement which includes the acquisition and preservation of the Carriage House and Ridge Road Forest as well as the redevelopment of the Executive Drive Properties, the relocation of the West Orange Public Library to 10 Rooney Circle, West Orange, New Jersey, and the development of senior housing on the current site of the West Orange Public Library, and shall cooperate and support same. In this regard, neither Plaintiff, his agents, business entities, or immediate household members shall file or lodge any objection, either directly or indirectly, to the adoption of any resolutions and/or ordinances or approvals or permits authorizing the Redeveloper's project, the relocation of the Township Library to 10 Rooney Circle or the redevelopment of the current Public Library site.

6. Extensions of Time Periods. Nothing in this Agreement shall preclude the parties from mutually agreeing, in writing, to extensions of the time periods set forth in this Agreement, and such agreement shall not be unreasonably withheld by either party if the extension of not more than 30 days is required for reasons beyond the control of the parties.

7. Non-satisfaction of Conditions. In the event that any of the Conditions Precedent set forth above and the Closing are not satisfied within 180 days of the date of this Agreement or any agreed to extensions thereof as provided in Section 6, and if all of the Parties do not agree to waive such condition(s) or extend the times as permitted in Section 6, any party may terminate this Agreement and recommence the Litigations and, in such event, each Party shall be returned to the status quo ante as of the date of this Agreement.

8. Modification/Entire Agreement. This Settlement Agreement may be modified or amended only by written instrument duly signed by each of the Parties or their respective



successors or assigns. This document contains the entire agreement of the Parties and fully supersedes any and all prior agreement or understandings between the Parties hereto pertaining to the subject matter of this Settlement Agreement.

9. Controlling Law. This Settlement Agreement shall be construed in accordance with the laws of the State of New Jersey.

10. Execution. The submission of this Settlement Agreement for examination does not constitute an offer by or to either party. This Settlement Agreement shall be effective and binding only after execution and delivery by the Parties hereto.

11. Further Assurances. After the execution hereof, the Parties shall, whenever requested by any other Party, shall execute such further instruments as permitted by law, as the Party or their counsel may reasonably require in order to effectuate the transactions contemplated by this Settlement Agreement.

12. Binding Effect. This Settlement Agreement shall inure to the benefit of and bind the Parties, their heirs, executors, administrators, personal and legal representatives, successors and permitted assigns. This Settlement Agreement (and such other agreements as may be referred to herein) constitute the entire agreement between the Parties as to the subject matter of this settlement.

13. No Admissions. The negotiation of this Agreement and the terms contained herein are not deemed to be admissions by any Party. In addition, this Agreement is a negotiated settlement by the Parties that is non evidential except to enforce the terms herein.

14. Captions. The Section headings contained in this Settlement Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Settlement Agreement.

15. Counterparts. This Settlement Agreement may be executed and delivered in

several counterparts each of which, when so executed and delivered, shall constitute an original fully enforceable counterpart for all purposes. The Parties intend that signatures sent by email in PDF format or the like constitute original signatures and that an agreement sent by email in PDF format or the like, containing the signatures of all the Parties (with or without originals) shall be binding upon all signatories.

[signatures on following page]

DRAFT

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

\_\_\_\_\_  
KEVIN MALANGA

TOWNSHIP OF WEST ORANGE

By: \_\_\_\_\_

Name:

Title:

TOWNSHIP COUNCIL OF THE TOWNSHIP OF  
WEST ORANGE

By: \_\_\_\_\_

Name:

Title

PLANNING BOARD OF THE TOWNSHIP OF  
WEST ORANGE

By: \_\_\_\_\_

Name:

Title:

**As to Section 3(b)(i), (ii) and (iii) only**

Green Essex Partners Urban Renewal LLC

By: \_\_\_\_\_

Name:

Title

DRAFT