

**TOWNSHIP OF VERONA**  
**COUNTY OF ESSEX, NEW JERSEY**



**TOWNSHIP COUNCIL AGENDA**

REGULAR MEETING

7:00 P.M.

JULY 7, 2025

**\*\*THIS MEETING WILL BE HELD IN-PERSON\*\***

**MUNICIPAL BUILDING, 600 BLOOMFIELD AVENUE**

Via the internet, please click the link below to join the meeting:

<https://zoom.us/j/95262662770>

Via telephone, please dial 1(312)626-6799 or 1(646)558-8656

Use Zoom Meeting ID: 952-6266-2770, when prompted for a Participant ID, press #

**A. CALL TO ORDER**

*The notice requirements of the Open Public Meetings Act have been satisfied with respect to this meeting of the Township Council. The meeting time and date were included in the public meeting notice along with the public internet link and telephone call-in information. Said notice and the meeting agenda was posted in the Municipal Building, and sent the official newspapers of the Township, the Verona-Cedar Grove Times and the Star Ledger at least 48 hours preceding the start time of this meeting. The agenda and public handouts for this meeting can be viewed online at [www.veronanj.org/councilmeetings](http://www.veronanj.org/councilmeetings). A public comment period will be held in the order it is listed on the meeting agenda and instructions on how to comment will be provided at the appropriate time.*

**B. ROLL CALL**

**C. PLEDGE OF ALLEGIANCE**

**D. REPORT OF THE MAYOR**

**E. REPORT OF THE TOWNSHIP MANAGER**

1. Deputy Manager's Report

**F. COUNCILMEMBERS' REPORTS**

**G. PUBLIC COMMENT**

**H. HEARING ADOPTION OR AMENDMENT OF ORDINANCES**

1. Ordinance No. 2025-10A Amending Bond Ordinance 2025-10 (\$10,031,500)

**I. ORDINANCES FOR INTRODUCTION**

**J. PUBLIC COMMENT ON CONSENT AGENDA ITEMS**

**### CONSENT AGENDA**

**### K. MINUTES**

1. June 9, 2025

2. June 23, 2025

TOWNSHIP COUNCIL AGENDA JULY 7, 2025

- ### L.     **PROPOSED RESOLUTIONS**
- 1. Resolution No. 2025-     Enabling Resolution for DEP Green Acres Open Space Acquisition
  - 2. Resolution No. 2025-     Award Contract for Construction Plans, Specifications, Engineering Estimates and Construction Inspection Services for 2025 Local Aid Project – Improvements to Dodd Terrace, Afterglow Way and Summit Road
  - 3. Resolution No. 2025-     Approve Change Order #2 for Contract 2024-14 Pickle Ball Court Improvements
  - 4. Resolution No. 2025-     Authorize Execution of a Certificate of Completion with D&R Verona Urban Renewal, LLC
  - 5. Resolution No. 2025-     Awarding contract to Gallen Contracting for Everett Field Improvements
  - 6. Resolution No. 2025-     Accept Healthy Communities Grant
  - 7. Resolution No. 2025-     Chapter 159 – Healthy Communities Grant
  - 8. Resolution No. 2025-     Award of Contract to Strans Engineering for the Design of Bloomfield Avenue
  - 9. Resolution No. 2025-     Award of Contract to Solutions Architect for Township Facilities Audit
  - 10. Resolution No. 2025-     Authorize an Agreement with Green Guard Mold
  - 11. Resolution No. 2025-     Authorize an Agreement with Premier Groundwork Solutions
  - 12. Resolution No. 2025-     Authorize an Agreement with Verona Plumbing & Heating
  - 13. Resolution No. 2025-     Authorization to Enter into a Cooperative Purchasing Agreement with the Interlocal Purchasing System (TIPS)
  - 14. Resolution No. 2025-     Dispose of Obsolete Equipment
  - 15. Resolution No. 2025-     Authorizing a Contract with Solutions Architecture for the Design and Bid Specifications for Building Improvements at 880 Bloomfield Avenue
  - 16. Resolution No. 2025-     Executive Session

- ### M.     **LICENSES AND PERMITS**
- 1. Municipal Clerk’s 1<sup>st</sup> & 2<sup>nd</sup> Quarter 2025 Raffle/Bingo Report

N.     **ADDENDUM**

O.     **NEW/UNFINISHED BUSINESS**

P.     **PUBLIC COMMENT**

Q.     **EXECUTIVE SESSION**

R.     **ADJOURNMENT**

*DUE TO THE ENACTMENT OF DANIEL’S LAW, PLEASE PROVIDE  
ONLY YOUR NAME & TOWNSHIP DURING PUBLIC COMMENT & PUBLIC HEARINGS  
The public may speak on any matter during Public Comment, as listed on the agenda. At that time,  
anyone from the public wishing to speak will be recognized.  
Your comments shall be limited to four (4) minutes.*

**TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY**

**ORDINANCE No. 2025-10-A**

**BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL  
IMPROVEMENTS IN AND BY THE TOWNSHIP OF VERONA, IN THE  
COUNTY OF ESSEX, NEW JERSEY, APPROPRIATING \$10,031,500  
THEREFOR, INCLUDING A \$332,656 NEW JERSEY DEPARTMENT OF  
TRANSPORTATION GRANT, A \$750,000 JAKE'S LAW GRANT, A \$100,000  
COMMUNITY DEVELOPMENT BLOCK GRANT AND A \$318,712  
COMMUNITY DEVELOPMENT BLOCK GRANT, AND AUTHORIZING  
THE ISSUANCE OF \$9,793,500 BONDS OR NOTES OF THE TOWNSHIP TO  
FINANCE PART OF THE COST THEREOF.**

BE IT ORDAINED by the Township Council of the Township of Verona, in the County of Essex, New Jersey (with not less than two-thirds of all members thereof affirmatively concurring), as follows: (with not less than two-thirds of all members thereof affirmatively concurring), as follows:

**SECTION 1.** The several improvements described in Section 3 of this bond ordinance are hereby respectively authorized to be undertaken by the Township of Verona, in the County of Essex, New Jersey (the "Township"), as general improvements. For the several improvements or purposes described in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriation made for each improvement or purpose, such sums amounting in the aggregate to \$9,906,500, including a \$332,656 New Jersey Department of Transportation grant, a \$750,000 Jake's Law Grant, a \$100,000 Community Development Block Grant and a \$318,712 Community Development Block Grant, and further including the aggregate sum of \$231,500 as the several down payments for the improvements or purposes required by the Local Bond Law. The down payments have been made available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

**SECTION 2.** In order to finance the cost of the several improvements or purposes not covered by application of the several down payments, negotiable bonds are hereby authorized to be issued in the principal amount of \$9,793,750 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

**SECTION 3.** The several improvements hereby authorized and the several purposes for which the bonds are to be issued, the estimated cost of each improvement and the appropriation therefor, the estimated maximum amount of bonds or notes to be issued for each improvement and the period of usefulness of each improvement are as follows:

<u>Purpose</u>	<u>Appropriation &amp; Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds &amp; Notes</u>	<u>Period of Usefulness</u>
a) Acquisition and installation of security cameras	\$50,000	\$47,500	10 years
b) Acquisition of dump trucks	\$100,000	\$95,000	10 years
c) 2025 Sidewalk Major Repair Program	\$25,000	\$23,750	5 years
d) Improvement of catch basins, including equipment replacement and related work	\$25,000	\$23,750	20 years
e) Acquisition and planting of trees	\$100,000	\$95,000	15 years
f) Storm water system improvements	\$50,000	\$47,500	20 years
g) Acquisition of paint machines	\$40,000	\$38,000	15 years
h) Acquisition and installation of DPW lift	\$100,000	\$95,000	15 years
i) Paving of Verona Community Center parking lot	\$275,000	\$261,250	5 years
j) Records Digitalization Program, Phase II	\$120,000	\$114,000	15 years
k) Acquisition of pick-up truck and in-vehicle computers and printers	\$82,500	\$71,250	10 years
l) Improvement of Municipal Buildings including Safety Complex, Town Hall and Tower Communication Building, conduct of full Facilities Assessment Audit and related required major repair work	\$175,000	\$166,250	15 years
m) Supplemental appropriation for Franklin Street Bridge Rehabilitation Project	\$300,000 (in addition to the \$150,000 appropriated by Section 3(i) of bond ordinance #2024-22 finally adopted 05/20/2024)	\$285,000 (in addition to the \$142,725 bonds and notes authorized by Section 3(i) of bond ordinance #2024-22 finally adopted 05/20/2024)	20 years

<u>Purpose</u>	<u>Appropriation &amp; Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds &amp; Notes</u>	<u>Period of Usefulness</u>
n) Reconstruction of Dodd Terrace, Summit Road and Afterglow Avenue	\$582,000 (including a \$332,656 New Jersey Transportation grant)	\$582,000	20 years
o) Peckman Riverbank Stabilization Project	\$310,000	\$294,500	5 years
p) Investigation and design work for S. Prospect Road area and other areas in similar need	\$25,000	\$23,750	15 years
q) Design work for 2025 NJDOT projects	\$50,000	\$47,500	15 years
r) Acquisition and as needed installation of technology equipment for Town Hall and Verona Community Center	\$200,000	\$190,000	5 years
s) Streetscape design for Bloomfield Avenue Project	\$175,000	\$166,250	15 years
t) Major roof repair work at Verona Community Center and Tower Building	\$1,600,000	\$1,520,000	10 years
u) Acquisition of electric vehicles and e-charging station including installation as needed	\$75,000	\$71,250	5 years
v) Improvement of Everett Field, including concession stand, equipment, paving and related work.	\$4,073,000 (including a \$750,000 Jake’s Law Grant and a \$100,000 Community Development Block Grant)	\$4,073,000	15 years
w) Acquisition of police equipment, including vehicles with equipment, software, service vests, breathalyzer equipment and gas masks	\$468,000	\$444,600	5 years
x) Acquisition of equipment for Fire Department, including firematic tools and personal protective equipment, computer	\$65,000	\$57,950	5 years

<u>Purpose</u>	<u>Appropriation &amp; Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds &amp; Notes</u>	<u>Period of Usefulness</u>
software and radio equipment			
y) Acquisition of rescue squad vehicle and CPR equipment for rescue squad	\$126,000	\$119,700	5 years
z) Reconstruction of Linden Avenue, including equipment, materials and related work	\$840,000 (including a \$318,712 Community Development Block Grant)	\$840,000	20 years
Totals:	<u>\$10,031,500</u>	<u>\$9,793,750</u>	

The excess of the appropriation made for each of the improvements or purposes aforesaid over the estimated maximum amount of bonds or notes to be issued therefor, as above stated, is the amount of the down payment for each purpose.

**SECTION 4.** All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note shall mature later than one year from its date, unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The bond anticipation 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 bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law or other applicable law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest 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 bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

**SECTION 5.** The Township hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget 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 6.** The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses. They are all improvements or purposes that 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 benefitted thereby.

(b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 13.52 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, 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. 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 and notes provided in this bond ordinance by \$9,793,750 and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$2,030,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements.

**SECTION 7.** The Township hereby makes the following covenants and declarations with respect to obligations determined to be issued by the Chief Financial Officer on a tax-exempt basis. The Township hereby covenants that it will comply with any conditions subsequent imposed by the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exemption from taxation of interest on the obligations, including, if necessary, the requirement to rebate all net investment earnings on the gross proceeds above the yield on the obligations. The Chief Financial Officer is hereby authorized to act on behalf of the Township to deem the

obligations authorized herein as bank qualified for the purposes of Section 265 of the Code, when appropriate. The Township hereby declares the intent of the Township to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

**SECTION 8.** Any grant moneys received for the purposes or improvements described in Section 3 hereof shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

**SECTION 9.** 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 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 obligations of the Township 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 10.** 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 the Township shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Township for the payment of the obligations and the interest thereon without limitation of rate or amount.

**SECTION 11.** This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

ATTEST:



JENNIFER KIERNAN  
MUNICIPAL CLERK

NOTICE  
I HEREBY CERTIFY THAT THE AFOREMENTIONED ORDINANCE WAS PUBLISHED IN THE STAR LEDGER, A NEWSPAPER PUBLISHED IN THE COUNTY OF ESSEX AND CIRCULATED IN THE TOWNSHIP OF VERONA, IN THE ISSUES OF JUNE 27, 2025 AND XXX.

JENNIFER KIERNAN, CMC  
MUNICIPAL CLERK

AMENDMENT APPROVAL:  
PUBLIC HEARING:  
EFFECTIVE DATE:

**TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY**

**RESOLUTION No. 2025-**

A motion was made by \_\_\_\_\_ ; seconded by \_\_\_\_\_ that the following resolution be adopted:

**ENABLING RESOLUTION FOR THE FILING OF AN APPLICATION  
SUBMITTAL TO THE STATE COMMISSIONER OF THE NEW JERSEY  
DEPARTMENT OF ENVIRONMENT PROTECTION PURSUANT TO 2023 NJ  
REVISED STATUTES, TITLE 13, § 13:8C-53A, FOR OPEN SPACE  
ACQUISITION**

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

**WHEREAS**, the Township of Verona desires to further the public interest by obtaining a Green Acres grant of \$1,900,000 from the State to fund the following project(s):

**#0720-21-001 Verona Open Space Acquisition**

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Verona that:

1. The Township Manager of the above-named body or board is hereby authorized to execute an agreement and any amendment(s) thereto with the State known as 0720-21-001 Verona Open Space Acquisition, and;
2. The applicant agrees to provide its matching share to the Green Acres funding, if a match is required, in the amount of \$5,450,000, and;
3. The applicant agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project, and;
4. This resolution shall take effect immediately.

**ROLL CALL:**

**AYES:**

**NAYS:**


**ABSENT:**

**ABSTAIN:**

**THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT A REGULAR MEETING HELD ON JULY 7, 2025.**

**JENNIFER KIERNAN, RMC, CMC  
MUNICIPAL CLERK**

Prepared  
By:

  
\_\_\_\_\_  
Kelly Christopher

Green Acres Program  
Department of Environmental Protection

**GREEN ACRES PROJECT AGREEMENT**

BETWEEN

THE STATE OF NEW JERSEY

BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

VERONA TOWNSHIP

ESSEX COUNTY

Project No. 0720-21-001

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

3/15/2022

THE STATE OF NEW JERSEY  
BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GREEN ACRES PROGRAM

**GREEN ACRES PROJECT AGREEMENT**

BETWEEN the Township of Verona, Essex County, having offices at 600 Bloomfield Avenue, Verona, New Jersey 07044 hereinafter “Local Government Unit”, and

The State of New Jersey by the Department of Environmental Protection, Green Acres Program, Mail Code 401-07B, P.O. Box 420, Trenton, New Jersey 08625-0412, hereinafter “State” (collectively the “Parties”),

WITNESSETH:

WHEREAS, the Local Government Unit has submitted an application to the State for financial assistance under the Green Acres Program; and

WHEREAS, the State has reviewed said application and has found it to be in conformance with the scope and intent of the Green Acres Program and has approved the Local Government Unit’s request and awarded funding (“Green Acres Funds”); and

WHEREAS, the Parties wish to execute this Green Acres Project Agreement (“Project Agreement”) to govern the Local Government Unit’s use of Green Acres Funds; and

WHEREAS, the Local Government Unit has agreed to utilize the Green Acres Funds and to hold and use the premises hereinafter described in accordance with the Green Acres Laws,

NOW, THEREFORE, in consideration of the principles, assurances and premises contained herein, the Parties agree to perform in accordance with the provisions, terms and conditions set forth in this Project Agreement.

## APPROVED PROJECT DESCRIPTION

**LOCAL GOVERNMENT UNIT:** Verona Township

**PROJECT NUMBER:** 0720-21-001

**TYPE OF PROJECT:**   X   Acquisition        Development        Stewardship

**PROJECT NAME:** Verona Open Space Acquisition

### APPROVED PROJECT SCOPE:

Acquisition of eligible properties as listed in a report entitled, “Open Space and Recreation Plan for Township of Verona”, dated June 1, 2021, and subsequent amendments thereto.

### PROJECT LOCATION

Eligible properties throughout Verona Township as identified in the above-referenced planning document.

### ALLOCATION OF PROJECT COST:

LOCAL GOVERNMENT UNIT SHARE: \$ 5,450,000

State Loan \$0  
State Grant \$1,900,000

STATE SHARE\* \$ 1,900,000

OTHER SHARE \$0

ESTIMATED TOTAL COST FOR APPROVED PROJECT \$ 7,350,000

*State Funds Governed under this Project Agreement:			Expenditure Status/Deadline:	
	Grant:	Loan:		
P.L. 2021 C.494 50% matching grant	\$500,000	\$ 0	Expires November 25, 2025	
P.L. 2023 C.88 50% matching grant	\$700,000	\$ 0	Expires two years from effective date of agreement	
P.L. 2024 C.44 50% matching grant	\$700,000	\$ 0		

## GENERAL PROVISIONS

### 1. GREEN ACRES LAWS INCORPORATED BY REFERENCE

The Local Government Unit shall only use Green Acres Funds under this Project Agreement in accordance with all Green Acres Bond Acts (P.L. 1961, c.46; P.L. 1971, c.165; P.L. 1974, c.102; P.L. 1978, c.118; P.L. 1983, c.354; P.L. 1987, c.265; P.L. 1989, c.183; P.L. 1992, c.88; P.L. 1995, c.204; P.L. 2007, c. 119; P.L. 2009, c. 117; P.L. 2016, c.12; P.L. 2019, c. 136); and any State general obligation bond act that may be subsequently approved for the purpose of providing funding for the acquisition or development of lands for recreation and conservation purposes); the Green Acres statutes (N.J.S.A. 13:8A-1 et seq., 13:8A-19 et seq., and 13:8A-35 et seq.); the Garden State Preservation Trust Act (P.L. 1999, c.152, codified at N.J.S.A. 13:8C-1 et seq.); the Green Acres rules (N.J.A.C. 7:36-1 et seq.) and any other law, statute, rule, regulation or ordinance governing the use of funding provided by or property acquired or developed in connection with the Green Acres Program (collectively the “Green Acres Laws”).

The Green Acres Laws are hereby incorporated by reference into this Project Agreement, as if set forth fully herein, and are binding upon the Local Government Unit. The Local Government Unit expressly agrees to comply with all Green Acres Laws. The Local Government Unit’s failure to comply with the Green Acres Laws shall be a material breach of this Project Agreement and be grounds for termination and the State shall have all remedies available to it under this Project Agreement or any applicable law.

### 2. PROJECT ADMINISTRATION

- a) In performing its responsibilities under this Project Agreement, the Local Government Unit and any contractor, subcontractor or other entity it might employ (collectively “subcontractors”) shall comply with all local, state, and federal laws, rules, and regulations applicable to this Project Agreement, including but not limited to those listed below. The provisions of any such law, rule or regulation are hereby incorporated by reference as if set forth fully herein.

The Local Government Unit shall immediately advise the State if it determines that it has, at any time, discovered any information that it or any of its employees or subcontractors is in violation of any of the laws, rules, or regulations applicable to this Project Agreement. Any such violation shall constitute a material breach of this Project Agreement and be grounds for termination and the State shall have all remedies available to it under this Project Agreement or any applicable law.

The Local Government Unit shall be responsible for compliance with the terms, conditions and requirements of this Project Agreement by itself and by its subcontractors. The Local Government Unit shall be responsible for any claims arising out of any subcontract hereunder and, as a condition of any subcontract hereunder, the subcontractor shall hold the State harmless from any claims by the subcontractor or third parties that may arise under or as a result of the subcontract.

- b) The Local Government Unit agrees to provide all funds in excess of the State share necessary for completion of the Approved Project and to complete the Approved Project in accordance with this Project Agreement.
- c) The Local Government Unit shall submit all development plans to the State for review and approval prior to advertisement for bids.
- d) The Local Government Unit shall award contracts and subcontracts for the Approved Project free from bribery, graft and other corrupt practices. The Local Government Unit shall bear the primary responsibility for the prevention, detection and cooperation in the prosecution of any such conduct. The Local Government Unit shall pursue available judicial and administrative remedies, and take appropriate remedial action with respect to any allegations or evidence of such illegality or corrupt practices. The Local Government Unit shall notify the State immediately after such allegation or evidence comes to its attention, and shall periodically advise the State of the status and ultimate disposition of any such matter.
- e) The Local Government Unit shall award all project contracts in accordance with any applicable federal, state and local statutes, rules and/or ordinances, including but not limited to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and the rules and regulations adopted pursuant thereto, N.J.A.C. 5:34-1 et seq.
- f) Where applicable, the Local Government Unit and its subcontractors shall comply with the provisions of the Prevailing Wage Act, N.J.S.A. 34:11-56.25, et seq., the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48, et seq., Diane B. Allen Equal Pay Act, N.J.S.A. 34:11-56.13, the Worker and Community Right to Know Act, N.J.S.A. 34:5A-1, et seq., and Buy American Act, N.J.S.A. 52:32-1, et seq. and N.J.S.A. 52:33-1, et seq. and the terms of each are incorporated by reference herein. The Local Government Unit warrants that neither it nor any of its subcontractors are suspended, debarred or otherwise on record in the Office of the Commissioner or Department of Labor or other department for failure to comply with any of the above-referenced laws. The Local Government Unit shall insert in every construction contract for work on the approved project a clause stating that the subcontractor may be debarred, suspended or disqualified from contracting with the State if the subcontractor violated any of the above-referenced statutes.
- g) The Local Government Unit and its subcontractor, where applicable, shall not discriminate, and shall abide by all anti-discrimination laws, including, but not limited to, Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d-2000d-4; the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 et seq.; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.; and all rules and regulations promulgated pursuant thereto, as amended and supplemented from time to time, including but not limited to, N.J.A.C. 17:27-1.1, et seq. Other laws may impose additional non-discrimination requirements with which the Local Government Unit must comply. These laws include, but are not limited to, Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Title VII of the Civil Rights Act of 1964; and the Fair Housing Act.

The Local Government Unit shall comply with all applicable provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq.

- h) The Local Government Unit and its subcontractors shall comply with the provisions of N.J.S.A. 52:32-4 and the rules and regulations promulgated pursuant thereto, as well as the provisions set forth in the Uniform Construction Code at N.J.A.C. 5:23-7.1 et seq., regarding facilities for the handicapped.
- i) For development or historic preservation projects, the Local Government Unit shall construct a sign designed to specifications provided by the State, which the Local Government Unit shall erect at the Approved Project Site and maintain during construction of the Approved Project. Upon completion of the Approved Project, the State will provide a permanent sign, which shall be erected and maintained by the Local Government Unit in a publicly visible location at the Approved Project site.
- j) The Local Government Unit shall maintain and preserve all lands and improvements described herein or any other property subject to Green Acres Laws and provide such police protection as may be required.
- k) The Local Government Unit warrants that neither it nor its subcontractors will engage in any conduct that is or could be considered a conflict of interest under the act codified at N.J.S.A. 52:13D-12 et seq., the New Jersey Conflicts of Interest Law, and the act codified at N.J.S.A. 40A:9-22.1 et seq., the Local Government Ethics Law. The Local Government Unit further warrants that no person or selling agency has been employed or retained to solicit or secure this Project Agreement in violation of N.J.S.A. 52:34-15 and that neither it, nor its subcontractors has made, and knows of no payments or gratuities made in violation of N.J.S.A. 52:34-19.
- l) The Local Government Unit warrants that it and its subcontractors will obtain and maintain, during the term of this Project Agreement, all licenses, certifications, authorizations, or any documents required by the federal, state, county, or municipal governments and international authorities, wherever necessary, to perform this Project Agreement. The Local Government Unit shall promptly notify the State of any disciplinary action or any change in the status of any license, permit, or other authorization required by law or this Project Agreement.
- m) For an acquisition project, within six months of acquiring the project site, the Local Government Unit shall inspect the project site for the presence of structures that are or may be historic properties. An "historic property" means any area, building, facility, property, site, or structure approved for inclusion, or that meets the criteria for inclusion, in the New Jersey Register of Historic Places pursuant to N.J.S.A. 13:1B-15.128 et seq. Within 60 days of such inspection, the Local Government Unit must provide written documentation pursuant to N.J.A.C. 7:36-4.4(b).
- n) The Local Government Unit shall report in writing to the Attorney General and the Executive Commission on Ethical Standards, the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or



employee from any other State vendor.

- o) The Local Government Unit and its subcontractors shall not influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- p) If any subcontractor utilized under this Project Agreement, is a business organization, as defined by N.J.S.A. 52:32-44, the Local Government Unit shall, upon request, provide to the State, on behalf of any subcontractor, a business registration certificate issued by the Division of Revenue in the Department of the Treasury or such other form of verification or proof of registration as may be approved by the Division that the subcontractor is registered with the Department of the Treasury. Where necessary, the Local Government Unit shall not retain a subcontractor before valid proof of business registration is provided. Any subcontractor utilized under this contract, and each of their affiliates, as defined by N.J.S.A. 52:32-44, shall for the term of this Project Agreement collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L.1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
- q) By execution of this Project Agreement, the Local Government Unit certifies that it shall ensure that any subcontractor utilized under this Project Agreement is not identified on the Department of the Treasury's list of persons or entities engaging in investment activities in Iran as described in N.J.S.A. 52:32-55, et seq.
- r) By execution of this Project Agreement, the Local Government Unit certifies that it shall ensure that any subcontractor utilized under this Project Agreement is in full compliance with the MacBride Principles, N.J.S.A. 52:34-12.2.
- s) Pursuant to N.J.S.A. 52:34-13.2, all services performed under the Project Agreement or any subcontract awarded under the Project Agreement shall be performed within the United States.
- t) The Local Government Unit warrants that it and its subcontractors are and will remain in full compliance with N.J.S.A. 2A:44-143 (regarding bonds on construction and public works contracts), if applicable.
- u) The Local Government Unit shall comply with the following documents:
  - 1. Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid; and,
  - 2. State Grant Compliance Supplement, available at:  
<https://www.nj.gov/treasury/omb/stategrant.shtml>
- v) Failure to expressly reference any applicable Federal or State regulation, statute, public law, Executive Order, agency directive, written policy, or OMB Circular will not exempt either party

from compliance with such applicable law or regulation, and all applicable provisions not included will be deemed as inserted herein.

### **3. DISBURSEMENTS**

The Local Government Unit shall only make disbursements of Green Acres Funds for costs allowable under the Green Acres Laws ("Allowable Costs")

- a) Allowable Costs for acquisition projects may include real estate appraisals, preliminary assessments, land surveys, relocation payments, eligible land cost, building demolition costs, and such incidental costs as provided for under N.J.A.C. 7:36-4.10.
- b) Allowable Costs for development projects may include preliminary planning and engineering; engineering plans and specifications; supervision and inspection; construction costs; permit fees; equipment required to make a facility operational; incidental costs as provided for under N.J.A.C. 7:36-10.6, such as legal and advertising fees; and ancillary improvements as further described in the Approved Project Scope.
- c) State funds may be disbursed to the Local Government Unit in amounts required to pay for incurred or anticipated Allowable Costs. The Local Government Unit shall provide documentation satisfactory to the State certifying that the Allowable Costs have or will be incurred.
- d) In those instances where Green Acres Program funding is greater than the actual Allowable Costs incurred by the Local Government Unit, the State may reduce the amount of Green Acres Funds awarded to reflect actual expenditures.

### **4. FINANCIAL RECORDS AND AUDITING REQUIREMENTS**

- a) All financial records of the Local Government Unit and its subcontractors shall conform to generally accepted accounting principles.
- b) The Local Government Unit shall maintain separate records for each project, including the amount, receipt, and disposition of all funding received for the project, including Green Acres loans and matching grants, and contributions, gifts, or donations from any other sources.
- c) The Local Government Unit and its subcontractors shall provide State personnel and its authorized representatives with reasonable access to all facilities and premises, and shall provide access to all records, books, documents and papers pertaining to this Project Agreement and/or the Approved Project for audit, examination, and copying purposes. Such access shall apply during the performance of the Approved Project and for seven years after the later of either final payment or audit resolution. The Local Government Unit shall cite this provision in all project-related contracts.

- d) The Local Government Unit shall conduct annual audits in conformance with Subpart F of 2 CFR Part 200 – Audit Requirements and State OMB Circular 15-08-OMB: "Single Audit Policy for Recipients of Federal Grants, State Grants, and State Aid".
- e) The Local Government Unit's account or final payment will be adjusted, if necessary, upon the State's review of the annual audit reports.
- f) The Local Government Unit shall retain financial records, supporting documents, statistical records, and all other records in the Local Government Unit's financial management system or otherwise pertinent to this Project Agreement: (1) for a period of seven (7) years from the end of the Project Period, or (2) for such longer period as any applicable State or Federal statute may require, with the following qualifications: (i) If any litigation, claim, or audit is started before the end of the seven-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved and final action taken; and (ii) Records for nonexpendable property acquired with Green Acres Funds shall be retained for seven (7) years after its final disposition.  
  
The State may request transfer of certain records to its custody from the Local Government Unit when it determines that the records possess long-term retention value and will make arrangements with the Local Government Unit to retain any records that are continuously needed for joint use.
- g) The Local Government Unit's failure to maintain adequate records under this section shall be a material breach of this Project Agreement.

## 5. **LAND USE RESTRICTIONS**

- a) A Local Government Unit that receives Green Acres funding shall not convey, dispose of, or divert to a use for other than recreation and conservation purposes any lands held by the Local Government Unit for those purposes at the time of receipt of Green Acres funding unless the Local Government Unit obtains prior approval from the Commissioner and the State House Commission. (See N.J.A.C. 7:36-26 and N.J.S.A. 13:8C-32(b))

For a development project, "Time of receipt of Green Acres funding" shall mean the period from the earlier of the dates listed at 1 and 2 below until the date of the first transmittal of Green Acres funding. For an acquisition project, "Time of receipt of Green Acres funding" shall mean the period from the earlier of the dates listed at 1 and 2 below until the date of the first transmittal of Green Acres funding for each parcel acquired as part of the project:

1. The date of the letter from the State notifying the Local Government Unit of the amount of the Green Acres Funds; or
  2. The date of the at-risk authorization provided by Green Acres under N.J.A.C. 7:36-6.3 or N.J.A.C. 7:36-12.3.
- b) The Local Government Unit agrees to execute and record a separate Declaration, which shall inventory and encumber all lands that it holds for recreation and conservation purposes. Such

Declaration shall be prepared by the Local Government Unit on forms provided by the Green Acres Program, and shall incorporate by reference this Project Agreement and the Green Acres Laws, and shall contain all other information required by the Green Acres Program. It is to be recorded for the purpose of providing constructive notice of pertinent land use restrictions. Omission of lands from this instrument or the failure of the instrument to provide actual or constructive notice shall not in any way relieve affected lands from such use restrictions.

- c) For each parcel of land in which any interest is acquired under this Project Agreement, the Local Government Unit shall record a deed containing the following clause:

**“The lands being conveyed herein are being purchased with Green Acres funding and are subject to Green Acres restrictions as provided at N.J.S.A. 13:8C-1 et seq. and N.J.A.C. 7:36-1 et seq., as may be amended and supplemented, and the grantee herein agrees to accept these lands with the Green Acres restrictions, including restrictions against disposal or diversion to a use for other than recreation and conservation purposes.”**

## 6. INSURANCE

The Local Government Unit shall maintain, in force for the term of this agreement, insurance as provided herein. The coverages shall be maintained either through insurance policies from insurance companies licensed to do business in the State of New Jersey with an A-VIII or better rating by A.M. Best & Company, or through formal, fully funded self-insurance programs authorized by law and acceptable to the State. The certificates of insurance shall indicate the grant number and title of the grant in the “Description of Operations” box. All policies must be endorsed to provide thirty (30) days’ written notice of cancellation or material change to the State at the following address: PO Box 420, 428 East State Street, 4th Floor, Trenton, NJ 08625-0420. If the Local Government Unit’s insurer cannot provide thirty (30) days written notice, then it will become the obligation of the Local Government Unit to provide same. Unless current documentation is already on file, the Local Government Unit must, within thirty (30) days after the effective date of this agreement, provide to the State current certificates of insurance, documentation of self-insurance, or both, for all coverages and renewals required under this agreement. Renewal certificates shall be provided within thirty (30) days of the expiration of the insurance. No payments shall be made under this agreement until acceptable documentation of insurance coverage is received. The minimum required coverages are:

- A. Commercial General Liability: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The policy shall include the State of New Jersey as an “Additional Insured” and include the blanket additional insurance endorsement or its equivalent. The policy shall include coverage for contractual liability and products liability. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of the coverage.
- B. Automobile Liability Insurance, which shall be written to cover any vehicle used by the

insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per accident as a combined single limit. The State of New Jersey must be named as an "Additional Insured" and include the blanket additional insurance endorsement or its equivalent when the services being procured involve vehicle use on the State's behalf or on State controlled property.

- C. Worker's Compensation Insurance in accordance with the laws of the State of New Jersey and Employer's Liability Insurance with limits not less than: (i) \$1,000,000 Bodily Injury, Each Occurrence; (ii) \$1,000,000 Disease Each Employee; and (iii) \$1,000,000 Disease Aggregate Limit.
- D. These amounts may be raised when deemed necessary by the State.

## **7. INDEMNIFICATION**

The Local Government Unit shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost including, where the agreement is funded, in whole or in part, by the Federal government, any actions brought by the Federal government or any of its agencies (collectively, damages) arising, or claimed to arise, from, in connection with, or as a result of, the Local Government Unit's performance, attempted performance, or failure to perform in connection with this agreement (collectively, "performance"), regardless of whether such performance was undertaken by the Local Government Unit, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the Local Government Unit had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage.

The Local Government Unit (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses arising in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The Local Government Unit shall not assert any defense which would be available to the State but not to the Local Government Unit, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. As soon as practicable after it receives a claim for damage made against it, the State shall notify the Local Government Unit in writing and shall have a copy of such claim forwarded to the Local Government Unit. The Local Government Unit's indemnification and liability set forth herein is not limited by but is in addition to the insurance obligations contained in paragraph 6 above.

In the event of a patent and copyright claim or suit, the Local Government Unit, at its option and sole expense, may (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the expended grant amount less a reasonable allowance for use that is agreed to by both parties.

This agreement to indemnify shall continue in full force and effect after the termination, expiration, or suspension of this agreement.

The Local Government Unit shall include, or cause to be included a provision in all contracts executed for the purpose of carrying out the Approved Project, a requirement that the subcontractors provide the State with indemnification protection at least as broad as set forth in this section.

## **8. REMEDIES**

- a) In addition to any other rights or remedies available to the State under law, if the Local Government Unit does not comply with any of the requirements of this Project Agreement, the Green Acres Laws, or any other applicable law, rule or regulation or if the Local Government Unit makes any material misrepresentation in the project application and/or the documentation submitted in support of the project application, the State may take any of the following actions as set forth in N.J.A.C. 7:36-9.1 or N.J.A.C. 7:36-14.1:
  - 1. Issue a written notice of noncompliance directing the Local Government Unit to take and complete corrective action within 30 days of receipt of the notice. If the Local Government Unit does not take corrective action, or if the corrective action taken is not adequate in the judgment of the State, then the State may take any of the actions described at 2 through 4 and (b) below;
  - 2. Withhold a matching grant or loan disbursement or portion thereof;
  - 3. Terminate the Project Agreement; and/or
  - 4. Demand immediate repayment of all Green Acres Funds that the Local Government Unit has received.
- (b) If the Local Government Unit fails to comply with any of the terms of the Project Agreement, the Green Acres Laws or any other applicable law, rule or regulation, the State may, pursuant to N.J.S.A. 13:8C-53.1 and other statutory authority initiate a civil action seeking appropriate relief, including but not limited to temporary or permanent injunctive relief, or to seek specific enforcement, without posting bond, or the State may levy a civil administrative penalty or bring an action for a civil penalty, it being acknowledged by the Parties that any actual or threatened failure to comply may cause irreparable harm to the State and that money damages will not provide

an adequate remedy.

- (c) If the State incurs legal or other expenses, including its own personnel expenses, for the collection of payments due or in the enforcement or performance of any of the Local Government Unit's obligations under the Project Agreement, the Green Acres Laws or any other applicable law, rule or regulation, the Local Government Unit shall pay these expenses on demand by the State.
- (d) The Local Government Unit expressly agrees that the State is not required to mitigate any damages to the Local Government Unit resulting from the Local Government Unit's noncompliance with the terms of the Project Agreement or the Green Acres Laws.

## **9. TERMINATION**

- a) The Local Government Unit may unilaterally rescind this Project Agreement at any time prior to the Local Government Unit's initial acceptance of the Green Acres Funds, whether partial or in full, under this Project Agreement. After accepting any payment, the Local Government Unit may not terminate, modify or rescind this Project Agreement without the express written approval of the State.
- b) The State may terminate this Project Agreement at any time if any representation or warranty made herein or in any certifications, reports, plans, financial statements or other information furnished by the Local Government Unit in connection with this Project Agreement shall prove to be false or misleading.
- c) The State may terminate this Project Agreement pursuant to Paragraph 8 above.

## **10. MODIFICATION OF PROJECT AGREEMENT**

Modifications to the Approved Project Scope and/or Project Location, which do not increase the cost of the Approved Project and do not require additional legislative approval pursuant to N.J.S.A. 13:8C-23, may be made at the sole discretion of the Green Acres Program. Such modifications shall be requested in writing by the Local Government Unit's Chief Executive Officer, or designee, and must be approved in writing by the Green Acres Program. All approved Project Agreement modifications shall be attached to this Project Agreement.

All other modifications of this Project Agreement must be by formal written amendment executed by the Commissioner of the New Jersey Department of Environmental Protection or Commissioner's designee and may be subject to additional legislative approval, if any, pursuant to N.J.S.A. 13:8C-23.

## **11. PROJECT PERIOD**

The project period shall begin on the earliest of the following dates: (1) The date of the letter from the State notifying the Local Government Unit of the amount of the Green Acres Funds; (2) The date of the at-risk authorization provided by the Green Acres Program under N.J.A.C. 7:36-6.3 or N.J.A.C. 7:36-12.3; or (3) The date on which the Local Government Unit first incurred allowable project costs under N.J.A.C.

7:36-4.10 or N.J.A.C. 7:36-10.6; and shall terminate two years from the date this Project Agreement is executed by the last required signatory for the State (unless extended under N.J.A.C. 7:36-9.1(h) or N.J.A.C. 7:36-14.1(h)).

**12. OPTIONAL PROVISIONS IMMEDIATELY FOLLOWING ATTACHED**

Schedule A: Loan Terms and Conditions (Loan Projects Only) ☐ YES ☒ NO

Schedule B: Special Conditions ☒ YES ☐ NO

**13. ATTACHMENT**

Exhibit 1: Declaration of Encumbrance

**14. MISCELLANEOUS**

- a) This Project Agreement constitutes the entire agreement and supersedes all prior agreements and understandings both written and oral between the Parties with respect to the subject matter hereof and may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- b) In the event any provision of this Project Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- c) In the event that any provision of this Project Agreement should be breached by the Local Government Unit and thereafter waived by the State, such waiver shall be limited to the particular breach so waived by the State and shall not be deemed to waive any other breach by the Local Government Unit.
- d) This Project Agreement shall not be assigned without the prior written consent of the State.
- e) This Project Agreement shall be construed and enforced under the laws of the State of New Jersey.
- f) In the event of litigation, the Local Government Unit waives whatever right it may have to trial by jury.
- g) Any affirmative obligation of the Local Government Unit shall survive this Project Agreement.
- h) By the signatures below, the Parties execute this Project Agreement and confirm that they are mutually bound and fully authorized and empowered to enter into and bind their organization to all obligations under this Project Agreement.
- i) Consistent with the Contractual Liability Act, N.J.S.A. 59:13-1 et seq., unless otherwise provided in this Project Agreement, all claims, counterclaims, disputes, and other matters in question



between the State and the Local Government Unit arising out of, or relating to, this Project Agreement or the breach of it will proceed as follows: (1) The dispute shall initially be submitted by either party for resolution via administrative proceedings conducted by the State; (2) If there is no mutually agreeable resolution after administrative recourse is exhausted, the matter may then proceed to formal mediation conducted by the State, and, if mediation is not successful, litigation. Any litigation must be submitted to, and heard by, a court of competent jurisdiction within the State of New Jersey.

- j) Captions and headings used in this Project Agreement are for convenience of reference only and shall in no way be deemed to define, limit, explain, or amplify any term or provision.
- k) This Project Agreement shall not create in any individual or entity the status of a third-party beneficiary and nothing in this Project Agreement shall be construed to create such status. The rights, duties and obligations contained herein shall operate only between the Parties and shall inure solely to the benefit of the Parties. The provisions of this Project Agreement are intended only to assist the Parties in determining and performing the obligations set forth herein and the Parties expressly agree that only they shall have any legal or equitable right to seek enforcement of this Project Agreement, seek any remedy arising out of performance or failure to perform by one of the Parties, or bring any action for breach of this Project Agreement. Nothing contained in this Project Agreement shall be construed to create, either expressly or by implication, the relationship of agency between the State and the Local Government Unit or contractors or subcontractors.
- l) This Project Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument and all of which, taken together, shall constitute one and the same instrument.
- m) Use of the singular or plural includes the other and use of any gender includes all genders, as the context requires or permits.
- n) The Local Government Unit must submit with this Local Project Agreement a copy of an ordinance or resolution, duly enacted by the governing body of the Local Government Unit authorizing execution of this Local Project Agreement and setting forth its awareness of the work required to be performed under this Local Project Agreement, that it has the capabilities and credentials required by this Local Project Agreement, and that it will faithfully perform the work and abide by the terms, conditions, and other requirements of this Local Project Agreement.

**SCHEDULE A**

**Loan Terms and Conditions**  
**(Loan Projects Only)**

N/A

(1) Page(s)

**SCHEDULE B**  
**Special Conditions**

**Planning Incentives**

This project is an approved Planning Incentive project based upon the Open Space and Recreation Plan for Township of Verona, dated June 1, 2021 (“Plan”). All properties identified in the Plan are incorporated herein, however, only those eligible and certified parcels **approved in advance** by Green Acres will be subject to any funding. It is further understood that the Plan may be continually revised and updated by the Local Government Unit and additional properties may be identified and eligible for Green Acres Funds provided, however, that any subsequent plan or revision is submitted to Green Acres for review and approval prior to its certification.

**ROSI Under Review**

The Recreation and Open Space Inventory (ROSI) attached as part of the Declaration of Encumbrance is under review and revision by the Green Acres Program and the Local Government Unit. The Green Acres Program will not release any funding to the Local Government Unit for this project until the ROSI is accepted by the Green Acres Program.

**SIGNATURES**

**LOCAL GOVERNMENT UNIT ATTORNEY**

**LOCAL GOVERNMENT UNIT INDIVIDUAL  
AUTHORIZED BY RESOLUTION**

Reviewed and approved

on \_\_\_\_\_, 20

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name and title)

\_\_\_\_\_  
(print name)

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

ATTACH AUTHORIZING RESOLUTION

**STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL  
PROTECTION**

By: \_\_\_\_\_  
Martha S. Sapp  
Director, Green Acres Program

**Exhibit 1**

Declaration of Encumbrance

DECLARATION OF ENCUMBRANCE

VERONA TOWNSHIP  
Essex County

TO

THE STATE OF NEW JERSEY  
Department of Environmental Protection

Record and return to:

Department of Environmental Protection  
Green Acres Program Mail Code 401-07B  
P. O. Box 420  
Trenton, New Jersey 08625-0420

Attention: Kelly Christopher

Prepared by:

Kelly Christopher  
Project Manager

3/15/22

## DECLARATION OF ENCUMBRANCE

This Declaration of Encumbrance is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the Township of Verona, Essex County (“Local Government Unit”), whose mailing address is 600 Bloomfield Avenue, Verona, New Jersey 07044.

The Local Government Unit makes this Declaration in consideration of the State of New Jersey, Department of Environmental Protection, Green Acres Program’s agreement to provide funding in connection with:

Verona Open Space Acquisition  
Project # 0720-21-001  
As approved on November 1, 2021

The attached exhibit to this Declaration is labeled “Recreation and Open Space Inventory,” comprising \_\_\_\_ pages. This exhibit is incorporated into, and forms a part of this Declaration.

The Local Government Unit represents and warrants (a) that all lands described in the exhibit attached to this Declaration are held by it for recreation and conservation purposes, and (b) in accordance with the Green Acres Laws, covenants, agrees, and declares that all lands described on the exhibit attached to this Declaration are subject to the covenants, restrictions, and conditions described in the Green Acres Laws, and further agrees that:

1. The Local Government Unit shall not dispose of or divert to a use for other than recreation and conservation purposes any lands described in the exhibit attached to this Declaration without the approval of the Commissioner and State House Commission.
2. Should lands held by the Local Government Unit for recreation or conservation purposes be, by mistake or inadvertence, omitted from the exhibit attached to this Declaration, such lands shall be subject to the terms and conditions of this Declaration to the same extent as though they had been included.

**LOCAL GOVERNMENT UNIT  
UNIT ATTORNEY**

**LOCAL GOVERNMENT UNIT CHIEF  
EXECUTIVE OFFICER**

Reviewed and approved

on \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature) (print name and title)

\_\_\_\_\_  
(print name) Date: \_\_\_\_\_

STATE OF NEW JERSEY )  
COUNTY OF ESSEX ) ss

I CERTIFY that on \_\_\_\_\_, \_\_\_\_\_ personally came before me,  
(date) (official designated above)  
\_\_\_\_\_, and stated to my satisfaction that he / she is the individual who  
(Clerk)  
signed this Declaration and that he / she

- a. is authorized to execute this Declaration, and
- b. executed this Declaration as his/her own act, and as the act of the

\_\_\_\_\_ represented by him/her as  
(Local Government Unit)

\_\_\_\_\_  
(official's title)

\_\_\_\_\_  
Clerk (signature)

\_\_\_\_\_  
(print name and title)



**EXHIBIT 1 to DECLARATION  
RECREATION AND OPEN SPACE INVENTORY**

The Recreation and Open Space Inventory (ROSI) is a document compiled by a local government unit as a master list of its Green Acres-restricted lands (known as "parkland" under the Green Acres rules *N.J.A.C. 7:36*). Lands that are subject to Green Acres restrictions cannot be disposed of, or diverted to a use other than recreation or conservation purposes, without the approval of the DEP Commissioner and the State House Commission. The Declaration of Encumbrance, including the ROSI, is recorded with the appropriate county clerk as a condition of the Green Acres funding contract in order to provide notice of the Green Acres restrictions on these lands to title searchers and the general public.

**LANDS THAT SHOULD BE LISTED ON THE ROSI**

Green Acres-restricted lands fall into two categories: funded parkland (lands included in the acquisition or park development projects funded by the Green Acres Program) and unfunded parkland (other lands held by the local government unit for recreation or conservation purposes at the time it received Green Acres funding). All funded and unfunded parkland parcels must be listed on the ROSI.

Lands owned by school boards, parking authorities, housing authorities, and similar public agencies without primary recreation or conservation responsibilities should not be inventoried unless they are also held for recreation and conservation purposes by the Local Government Unit. (e.g., through a lease, easement, use agreement or other agreement to which the Local Government Unit is a grantee.)

The ROSI should be compiled by a staff person who is knowledgeable about the local government unit's land holdings, uses of the land holdings and local land use regulations. The Local Government Units' planning board, environmental commission and other boards or commissions are encouraged to participate in the preparation and review of the ROSI.

The ROSI form is divided into three sections: Page 4, for land held in fee simple for recreation and conservation purposes; Page 5, for land held under a conservation restriction; and Page 6, for leases or use agreements held by the Local Government Unit for recreation and conservation purposes. Please review the Sample ROSI Sheets tab before completing the ROSI.

**WHEN PREPARING AND SUBMITTING THE ROSI, please take note of the following:**

The page number and the total number of pages in the completed ROSI must be entered at the top right corner of each page. **All pages, excluding the Sample ROSI Sheet, must be submitted.** Facility Names should be typed in all capital letters when filling out the three sections. All fields in each section should be filled in - including the acreage for each individual lot (do not submit the total acreage for the park). If there have been block and lot changes (consolidation / renumbering) since the last ROSI submission, please complete the last page of this document.

**ROSI TAX MAPS**

As an attachment to the ROSI, the local government unit should submit a copy of each appropriate municipal tax map (current as of the date of the Green Acres application) showing the parcels of parkland listed on the ROSI, with the approximate boundaries of each parcel clearly marked in colored ink. (See *N.J.A.C. 7:36-6.4(a)3ii* or *12.4(a)4ii*). If only a portion of a current tax lot is encumbered, the Green Acres-encumbered portion of the parcel should be clearly delineated, to scale, on the tax map. The Green Acres Program encourages local government units with Geographic Information System ("GIS") capability to utilize aerial maps (overlaid with digitized tax map lines) instead of photocopies of the tax map. If aerial maps are used, the local government unit should submit paper copies of the GIS-based maps to the Green Acres Program and should include with its submission a disk containing the mapping information in a **shapefile** format.

**Form Specific Instructions**

For parcels held in fee simple or in conservation restriction (easement), please provide the following: (1) location (as listed in the municipality's tax records), (2) name of park/facility, (3) block and lot identification numbers as shown on the current, official tax map, (4) the acreage for each individual lot, (5) whether the interest held by the local government unit for recreation or conservation covers the full or only a portion of the tax lot, (6) if partial lots are involved, the Green Acres encumbered acreage, (7) if the property is co-owned with other partners, (8) a notation of whether the property is subject to a conservation easement funded by the Environmental Infrastructure Funding Program (EIFP), and (9) a notation about whether the parcel is funded or unfunded parkland.

For parcels held through a lease or use agreement, please provide the following: (1) location (as listed in the municipality's tax records), (2) name of park/facility, (3) block and lot identification numbers as shown on the current, official tax map, (4) the acreage for each individual lot, (5) whether the interest held by the local government unit for recreation or conservation covers the full or only a portion of the tax lot, (6) if partial lots are involved, the Green Acres encumbered acreage, (7) the expiration date for the lease or use agreement, (8) the name of the underlying landowner, and (9) a notation about whether any of the recreation and conservation facilities on the encumbered property were funded by Green Acres or whether the leasehold interest is considered unfunded parkland.

**Certification**

If the local government unit is a municipality, the completed ROSI must be reviewed and duly executed and certified by the chief executive officer and the planning board chairperson. If the local unit is a county, the completed ROSI must be reviewed and duly executed and certified by the chief executive officer and one of the following: the parks director, or the director of the open space program. (See N.J.A.C. 7:36-6.5(a)2) *If the Local Unit's form of government does not allow for the Mayor to sign without a resolution from the governing body, please include the number and date of the resolution along with a copy of the passed resolution.*

**Special Notes**

1. This ROSI, as completed and duly executed, shall be incorporated into both (1) the Green Acres Project Agreement and (2) the Declaration of Encumbrance.
2. The Local Government Units' governing body and planning board should designate, with appropriate descriptive labels, all lands listed on this ROSI in any revision or update of the following master plan elements: recreation plan, conservation plan, and land use plan. However, failure to do so shall have no effect on the validity of the ROSI.
3. If lands held by the Local Government Unit for recreation and conservation purposes are omitted from the ROSI by mistake, inadvertence, or otherwise, such lands shall be subject to the same terms and conditions, covenants, and restrictions as they would be if they were included. Deletion or omission of lands listed on previously submitted ROSI's is prohibited without prior written approval of the Green Acres Program, and may require a public hearing. See N.J.A.C. 7:36-25.3.

**Please check the Green Acres web site at <http://www.nj.gov/dep/greenacres/pdflaunch.html> for an updated version of this ROSI form prior to completion.**

All pages of the ROSI must be electronically submitted with the completed original Certification page (page 7) mailed to the Project Manager's attention. Only pages 1 through 3, page 7, and those pages containing property information need to be included in the Declaration of Encumbrance that is sent for recording.

**RECREATION AND OPEN SPACE INVENTORY****Definitions (as found at N.J.A.C. 7:36-2)**

For the purposes of this ROSI, the following definitions shall apply whenever a form of the word is used:

**“Conservation restriction”**: an interest in land less than fee simple, stated in the form of a right, restriction, easement, covenant, or condition, in any deed, will, or other instrument, other than a lease, executed by or on behalf of the owner of the land, appropriate to retaining land or water areas predominantly in their natural, scenic, open, or wooded condition; appropriate for conservation of soil or wildlife; appropriate for outdoor recreation or park use; or appropriate as suitable habitat for flora or fauna. Often known as a "Conservation Easement".

**“Declaration”**: the recordable, written instrument executed by a local government unit that declares that all of the local government unit's funded and unfunded parklands are subject to the Green Acres restrictions. Such written instrument shall include the local government unit's Recreation and Open Space Inventory and is a component of the Project Agreement.

**“Development”**: any improvement to a land or water area of a parkland that is designed to expand or enhance its utilization for outdoor recreation and conservation purposes, and shall include the construction, renovation, or repair of any such improvement, but shall not mean shore protection or beach renourishment or replenishment activities, except as provided at N.J.A.C. 7:36-10.3(a)5 and 21.3(a)5. This term may include any of the following types of ancillary improvements to a parkland: roadways, parking, landscaping, fencing, lighting, utilities, structures, and any other improvement that expands or enhances the use of parkland for outdoor recreation and conservation purposes.

**“Fee simple”**: absolute ownership in land, unencumbered by any other interest or estate.

**“Funded parkland”**: parkland that a local government unit has acquired or developed with Green Acres funding.

**“Held,”** when used in the ROSI with reference to land: owned, leased, or otherwise controlled for recreation/conservation purposes.

**“Historic preservation restriction”**: an interest in land less than fee simple, stated in the form of a right, restriction, easement, covenant, or condition, in any deed, will or other instrument, other than a lease, executed by or on behalf of the owner of the land, appropriate to preserving a structure or site that is historically significant for its architecture, archaeology or associations.

**“Land”** or **“Lands”**: real property, including any improvement, right-of-way, water, riparian and other rights, easements, privileges, and any other rights or interests in, relating to, or connected with real property.

**“Local government unit”**: a county, municipality, or other political subdivision of the State, or any agency, authority, or other entity thereof the primary purpose of which is to administer, protect, acquire, develop, or maintain lands for recreation and conservation purposes.

**“Parkland”**: land acquired, developed, and/or used for recreation and conservation purposes, including funded and unfunded parkland.

**“Recreation and conservation purposes”**: the use of lands for beaches, biological or ecological study, boating, camping, fishing, forests, greenways, hunting, natural areas, parks, playgrounds, protecting historic properties, water reserves, watershed protection, wildlife preserves, active sports, or a similar use for either public outdoor recreation or conservation of natural resources, or both, pursuant to the Green Acres laws. This term includes the use of historic areas pursuant to P.L. 1974, c.102; P.L. 1978, c.118; P.L. 1983, c.354; P.L. 1987, c.265; P.L. 1989, c.183; P.L. 1992, c.88; and P.L. 1995, c.204; and the use of historic buildings and structures pursuant to P.L. 1992, c.88, and P.L. 1995, c.204.

**“Recreation and Open Space Inventory”** or **“ROSI”**: the listing of all of a local government unit's funded and unfunded parkland, including a description sufficient to identify each such parcel.

**“Time of receipt of Green Acres funding”**: for a development project, the period from the earlier of the dates listed at 1 and 2 below until the date of the first transmittal of Green Acres funding. For an acquisition project, this term shall mean the period from the earlier of the dates listed at 1 and 2 below until the date of the first transmittal of Green Acres funding for each parcel acquired as part of the project:

1. The date of the letter from the Department notifying the local government unit of the Green Acres funding award; or
2. The date of the at-risk authorization provided by Green Acres under N.J.A.C. 7:36-6.3 or 12.3.

**“Unfunded parkland”**: parkland, other than funded parkland, that is held by a local government unit for recreation and conservation purposes at the time of receipt of Green Acres funding.

**Legislative & Regulatory References**

Green Acres enabling legislation: *N.J.S.A. 13:8A-1 et seq.*; *N.J.S.A. 13:8A-19 et seq.*; *N.J.S.A. 8:A-35 et seq.*, *N.J.S.A. 13:8C-1 et seq.*; Green Acres Rules: *N.J.A.C. 7:36*; Federal Land and Water Conservation Fund Act, 16 U.S.C. s. 460; and New Jersey Conservation Restriction and Historic Preservation Restriction Act *N.J.S.A. 13:8B-1 et seq.*

Questions? Please call (609) 984-0631

SAMPLE ROSI SHEETS - DO NOT RECORD OR INCLUDE IN FINAL DECLARATION OF ENCUMBERANCE

Lands Held in Fee Simple for Recreation and Conservation Purposes

Map Key	Municipal Location per Tax Records	Name of Park / Facility	Block No.	Lot No.	Total Lot Acres	Partial Lot? (Y / N)	GA Encumbered Acres	Co-Owners? (Y / N)	Green Acres Funded? (F / U)	EIFP Funded? (Y / N)	Notes
						Note 1	Note 2	Note 3	Note 4	Note 5	
1	BROWN LANE	WOODED VACANT LAND	12	1	2.5	N	2.5	N	U	Y	
2	BROWN LANE	WOODED VACANT LAND	12	2	2.5	Y	1.95	N	U	N	other portion of lot is the town library.
3	BROWN LANE	WOODED VACANT LAND	12	3	1.8	Y	1.6	N	U	N	
4	HITCHCOCK ROAD	GIBBONS PARK	54	14	7.8	N	7.8	Y	F	N	

Total of all fee simple Green Acres-encumbered acres on this page only:	13.85
Total of all fee simple Green Acres-encumbered acres from all pages of this ROSI:	13.85
Total of all Green Acres-encumbered acres from all pages of this ROSI:	64.95

- Note 1: For properties that are only partially held for recreation/conservation (such as a municipal complex), please supply a survey or tax map with the park boundaries to scale, showing the area held for recreation/conservation purposes.
- Note 2: For entire properties, please supply acreage of entire property. For partial lots, please provide the recreation/conservation acreage only.
- Note 3: Does any other entity have an undivided interest in this property? If yes, please note the managing entity.
- Note 4: F = Funded by Green Acres; U = Unfunded (i.e., no Green Acres funding utilized)
- Note 5: Were Environmental Infrastructure Trust Program funds used to acquire all or part of this property? If yes, please identify the number of acres acquired.

Lands Held in Conservation Restriction for Recreation and Conservation Purposes

Map Key	Municipal Location per Tax Records	Name of Park / Facility	Block No.	Lot No.	Total Lot Acres	Partial Lot? (Y / N)	GA Encumbered Acres	Co-Owners? (Y / N)	Green Acres Funded? (F / U)	Notes
						Note 1	Note 2	Note 3	Note 4	
A.	RIDGE AVENUE	GREEN LINK TRAIL	7	3	48	Y	2.6	N	F	50' wide trail easement
B.	BAY AVENUE	BAY EASEMENT	33	4	17.3	N	17.3	Y	U	
C.	HORSESHOE COURT	BAY EASEMENT	33	4.01	14.2	N	14.2	N	U	

Total of all conservation easement Green Acres-encumbered acres on this page only:	34.10
Total of all conservation easement Green Acres-encumbered acres (from all pages of this ROSI):	34.10

- Note 1: For properties that are only partially held for recreation/conservation (such as a municipal complex), please supply a survey or tax map with the park boundaries to scale, showing the area held for recreation/conservation purposes.
- Note 2: For entire properties, please supply acreage of entire property. For partial lots, please provide the recreation/conservation acreage only.
- Note 3: Does any other entity have an undivided interest in this property? If yes, please note the managing entity.
- Note 4: F = Funded by Green Acres; U = Unfunded (i.e., no Green Acres funding utilized)

Lands Held through a Lease or Use Agreement for Recreation and Conservation Purposes

Map Key	Municipal Location per Tax Records	Name of Park / Facility	Block No.	Lot No.	Total Lot Acres	Lease Includes Entire Property? (Y / N)	GA Encumbered Acres	Lease or Use Agreement Expiration Date	Underlying Landowner	Green Acres Funded? (F / U)	Notes
						Note 1	Note 2			Note 3	
I.	GRAND AVENUE	SCHOOL TENNIS COURTS	21	7.1	14	Y	14	4/1/2016	BOE	U	
II.	BIG GREEN COMPANY WAY	BALLFIELDS	49	1	56	N	3	3/15/2020	BIG GREEN CO	U	

Total of all leased Green Acres-encumbered acres:	17.00
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- Note 1: For properties that are only partially held for recreation/conservation, please supply a survey or tax map with the park boundaries to scale, showing the area held for recreation/conservation purposes.
- Note 2: For entire properties, please supply acreage of entire property. For partial lots, please provide the recreation/conservation acreage only.
- Note 3: F = Funded by Green Acres; U = Unfunded (i.e., no Green Acres funding utilized)

do not include in recorded document

Local Unit: Verona Township

County: Essex

All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the local government unit. The official map used for this ROSI is named \_\_\_\_\_ and is dated \_\_\_\_\_, 20\_\_\_\_. Please refer to page 1 of this document for more detailed instructions.

Lands Held in Fee Simple for Recreation and Conservation Purposes

(Use Page 4A ~Fee Simple cont'd as necessary for additional lands)

Map Key	Municipal Location per Tax Records	Name of Park / Facility	Block No.	Lot No.	Total Lot Acres	Partial Lot? (Y / N) <small>Note 1</small>	GA Encumbered Acres <small>Note 2</small>	Co-Owners? (Y / N) <small>Note 3</small>	Green Acres Funded? (F / U) <small>Note 4</small>	EIFP Funded? (Y / N) <small>Note 5</small>	Notes
1	32 Brookside Terrace	Brookside Terrace	1110	100.01	6.03	N	6.03	N	U	N	TAX DATA
2	208 Bloomfield Avenue	Everett Field	707	10	2.89	N	2.89	N	U	N	TAX DATA
3	Hilltop	Freedom Field & Liberty Field	2402	2	7.99	N	7.99	N	F		TAX DATA
4	Hilltop	Hilltop Reservation	2601	3	4.43	N	4.43	N	F		TAX DATA
5	Comm. Center	Centenial Field	2401	2	1.12	N	1.12	N	?	N	New Addition to ROSI - TAX DATA
6	122 Fairview Ave R	Hilltop Reservation	2701	22	12.57	N	12.57	N	?	N	PFAS and wellhouse exemption from SHC
7	257-271 Fairfield Ave	Verona Community Pool	1302	19	7.78	N	7.78	N	?	N	New Addition to ROSI - TAX DATA
8	25 Commerce Court	Peckman Park	1201	3.01	11.61	N	11.61	N	Y	N	New Addition to ROSI - TAX DATA
9	111 Mt. Prospect Ave	Mount Prospect Park	501	83	14.35	N	14.35	N	Y	N	New Addition to ROSI - TAX DATA
10	24 Grove Avenue	Grove Park	1605	24	2.19	N	2.19	N	N	N	New Addition to ROSI - TAX DATA
11	174 Sunset Ave	Sunset Park	709	27	2.35	N	2.35	N	N	N	New Addition to ROSI - TAX DATA
12											
13											
14											
15											
16											
17											
18											

Total of all fee simple Green Acres-encumbered acres on this page only:	73.31
Total of all fee simple Green Acres-encumbered acres from all pages of this ROSI:	73.31
Total of all Green Acres-encumbered acres from all pages of this ROSI:	75.69

Note 1: For properties partially held for recreation/conservation (e.g. municipal complex), please supply a survey or tax map with the park boundaries to scale, showing the recreation/conservation area.

Note 2: For entire properties, please supply acreage of entire property. For partial lots, please provide the recreation/conservation acreage only.

Note 3: Does any other entity have an undivided interest in this property? List co-owner in Notes column.

Note 4: F = Funded by Green Acres; U = Unfunded (i.e., no Green Acres funding utilized)

Note 5: Were Environmental Infrastructure Trust Program funds used to acquire all or part of this property?

Local Unit: Verona Township

County: Essex

All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the local government unit. The official map used for this ROSI is named \_\_\_\_\_ and is dated \_\_\_\_\_, 20\_\_\_\_. Please refer to page 1 of this document for more detailed instructions.

Lands Subject to Conservation Restriction for Recreation and Conservation Purposes

(Use Page 5A ~ Cons. Rest. cont'd.  
as necessary for additional lands)

Map Key	Municipal Location per Tax Records	Name of Park / Facility	Block No.	Lot No.	Total Lot Acres	Partial Lot? (Y / N) <small>Note 1</small>	GA Encumbered Acres <small>Note 2</small>	Co-Owners? (Y / N) <small>Note 3</small>	Green Acres Funded? (F / U) <small>Note 4</small>	Notes
A.										
B.										
C.										
D.										
E.										
F.										
G.										
H.										
I.										
J.										
K.										
L.										
M.										
N.										
O.										
P.										
Q.										
R.										

Total of all conservation easement Green Acres-encumbered acres on this page only: 

-

  
Total of all conservation easement Green Acres-encumbered acres from all pages of this ROSI: 

-

**Note 1:** For properties partially held for recreation/conservation (e.g. municipal complex), please supply a survey or tax map with the park boundaries to scale, showing the area held for recreation/conservation purposes.  
**Note 2:** For entire properties, please supply acreage of entire property. For partial lots, please provide the recreation/conservation acreage only.  
**Note 3:** Does any other entity have an undivided interest in this property? List co-owner in Notes column.  
**Note 4:** F = Funded by Green Acres; U = Unfunded (i.e., no Green Acres funding utilized)

Local Unit: Verona

County: Essex

All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the local government unit. The official map used for this ROSI is named \_\_\_\_\_ and is dated \_\_\_\_\_, 20\_\_\_\_. Please refer to page 1 of this document for more detailed instructions.

Lands Held through a Lease or Use Agreement for Recreation and Conservation Purposes

Map Key	Municipal Location per Tax Records	Name of Park / Facility	Block No.	Lot No.	Total Lot Acres	Lease Includes Entire Property? (Y / N) <span>Note 1</span>	GA Encumbered Acres <span>Note 2</span>	Lease / Use Agreement Expiration Date	Underlying Landowner	Green Acres Funded? (F / U) <span>Note 3</span>	Notes
I.	Linn Drive	Veterans Park	2401	5	2.38	Y	2.38	26-Jul-26	Essex County	????	
II.											
III.											
IV.											
V.											
VI.											
VII.											
VIII.											
IX.											
X.											
XI.											
XII.											
XIII.											
XIV.											
XV.											
XVI.											
XVII.											
XVIII.											
XIX.											
XX.											

Total of all leased Green Acres-encumbered acres: **2.38**

**Note 1:** For properties that are only partially held for recreation/conservation, please supply a survey or tax map with the park boundaries to scale, showing the area held for recreation/conservation purposes.

**Note 2:** For entire properties, please supply acreage of entire property. For partial lots, please provide the recreation/conservation acreage only.

**Note 3:** F = Funded by Green Acres; U = Unfunded (i.e., no Green Acres funding utilized)

**CERTIFICATION:**

I HEREBY CERTIFY that this Recreation and Open Space Inventory, comprising \_\_\_\_\_ total pages, is a complete and accurate listing of all lands held by the Local Government Unit, as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for recreation and conservation purposes at the time of receipt of Green Acres funding.

This ROSI is being submitted to Green Acres as part of project number:0720-21-001 and entitled: Verona Open Space Acquisition

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Chief Executive Officer of Local Government Unit

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Planning Board Chairperson (or equivalent)

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

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

**This Certification is to be signed only on this page, Page 7, of the Recreation and Open Space Inventory.**

---

If required by local ordinance, number and date of governing body resolution authorizing Mayor to sign the ROSI:

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Resolution Number

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Date of Resolution

(Resoultion attached)



## RECREATION AND OPEN SPACE INVENTORY

Page \_\_\_\_\_ of \_\_\_\_\_

Local Unit: Verona Township

County: Essex

All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the local government unit. The official map used for this ROSI is named \_\_\_\_\_ and is dated \_\_\_\_\_, 20\_\_\_\_. Please refer to page 1 of this document for more detailed instructions.

## Lands Held in Fee Simple for Recreation and Conservation Purposes

[illegible]

**Total of all fee simple Green Acres-encumbered acres on this page only:** -

Local Unit: Verona Township

County: Essex

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

## Comparison of Properties with Block & Lot Changes

[illegible]

## RECREATION AND OPEN SPACE INVENTORY

Page \_\_\_\_\_ of \_\_\_\_\_

Local Unit: Verona Township

County: Essex

All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the local government unit. The official map used for this ROSI is named \_\_\_\_\_ and is dated \_\_\_\_\_, 20\_\_\_\_. Please refer to page 1 of this document for more detailed instructions.

## Lands Subject To Conservation Restriction for Recreation and Conservation Purposes

[illegible]

**Total of all conservation easement Green Acres-encumbered acres** on this page only: -

**TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY**

**RESOLUTION No. 2025-**

A motion was made by \_\_\_\_\_ ; seconded by \_\_\_\_\_ that the following resolution be adopted:

**AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH  
BOSWELL ENGINEERING**

**WHEREAS**, the Township of Verona has a need for the engineering services, associated for the 2025 Local Aid Project of Improvements to Dodd Terrace, Afterglow Way and Summit Road, and seeks to award an engineer contract as a non-fair and open contract pursuant to the provisions of *N.J.S.A. 19:44A-20.5*; and,

**WHEREAS**, the Administration has determined and certified in writing that the value of the service will exceed \$17,500; and,

**WHEREAS**, Boswell Engineering, Inc., with offices at 330 Phillips Avenue, South Hackensack, New Jersey (hereinafter "Boswell") has submitted a proposal indicating the ability to perform said services at a cost not-to-exceed \$89,000.00; and,

**WHEREAS**, Boswell has completed and submitted a Business Entity Disclosure Certification which certifies that Boswell Engineering has not made any reportable contributions to a political or candidate committee in the Township of Verona in the previous one year, and the contract will prohibit Boswell from making any reportable contributions through the term of the contract.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Verona, that a contract is awarded to Boswell Engineering for engineering services in an amount not-to-exceed \$89,000.00 subject to the following:

1. The award of this contract is subject to finalization of the contract terms to be drafted and approved by the Township Attorney.
2. The contract and any contract amendments which may become necessary shall be subject to the Township's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the Township Council.
3. The Council hereby authorizes the Township Manager, or his designee, to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
4. The Township Clerk is in receipt of the Stockholder Disclosure form, Contribution Disclosure form, Certificate of Employee Information Report, Business Registration Certificate, and Certificate of Insurance.

**ROLL CALL:**

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT THE REGULAR MEETING HELD ON JULY 7, 2025.**

**JENNIFER KIERNAN, RMC, CMC  
MUNICIPAL CLERK**

May 29, 2025

The Honorable Mayor and Council  
Township of Verona  
600 Bloomfield Avenue  
Verona, NJ 07624

Attention: Kevin O'Sullivan, Assistant Township Manager

Re: Improvements to Dodd Terrace,  
Afterglow Way, Summit Road  
2025 NJDOT Municipal Aid  
Township of Verona  
Essex County, New Jersey  
Our File No. PR-25-13448

Dear Mayor Tamburro and Members of the Council:

This letter shall serve as our proposal for the preparation of construction plans, specifications, engineering estimates, and providing construction inspection services for 2025 Local Aid Project, Improvements to Dodd Terrace, Afterglow Way, and Summit Road.

As the Council may be aware, the above streets submitted as the 2025 NJDOT Local Aid Grant Application to NJDOT. In November 2024, the DOT awarded the Township a 2025 Local Aid Grant in the amount of \$332,656.00 toward the construction of the project improvements. The total estimated construction cost, based on the estimate provided in the application, was \$451,000. This total estimated construction cost did not include water service line replacement work.

### Scope of Work

The scope of work for Boswell Engineering's surveying, design and construction inspection services for the 2025 Local Aid Project consists of the milling, resurfacing and reconstruction of portions of Dodd Terrace, Afterglow Way, and Summit Road including the replacement of the existing concrete curb, replacement of the driveway aprons, spot sidewalk replacements, reconstruction of crosswalks to meet ADA standards, upgrading of the inlets to meet current NJDOT and NJDEP requirements, also included is the test pitting of all water service lines, and replacement of lead services.

### Scope of Services

1. Conduct a site inspection and limited survey of Dodd Terrace, Afterglow Way, and Summit Road to identify the necessary roadway improvements to be incorporated into the Contract Documents.



2. Prepare the requisite construction plans, specifications, and Engineer's Estimates in accordance with NJDOT and the Township of Verona requirements.
3. Apply for and obtain Soil Erosion and Sediment Control Certification from the Hudson- Essex- Passaic Soil Conservation District.
4. Submit the project plans, specifications, estimates, and engineer's certification to the NJDOT through PMRS for review and comment.
5. Address NJDOT comments, prepare final Contract bid documents, and advertise the project for bids.
6. Review contractor bids and make a recommendation of award to the Township of Verona.
7. Coordinate and attend a preconstruction meeting with appropriate Township officials, NJDOT, utility companies, and other parties affected by the construction activities.
8. Provide part-time inspection services during the construction phase in conjunction with Chuck Molinaro, DPW Superintendent.
9. Review contractor invoices to the Township of Verona.
10. Make a final inspection of the project improvements.
11. Prepare a final change order and payments voucher to the Township of Verona.
12. Coordinate the required documents and submissions in the NJDOT's PMRS system inclusive of the final reimbursement documentation required by DOT.

### **Fee Proposal**

Boswell will perform the services outlined in the proposal for an estimated fee not to exceed \$44,000.00 for the design phase and \$45,000.00 for the construction inspection phase. The fee breakdown is only an estimate and will be adjusted to reflect the actual effort for each phase. The total fee, however, will not exceed \$89,000.00.

### **Items Not Included in the Engineering Fee**

The following items are not anticipated to be required and are therefore excluded:

1. Permit Fees
2. NJDEP Permits
3. Right-of-Way and/or Easement Plans or Descriptions
4. Structural Calculations and Plans (for Retaining Walls)
5. Televising of storm and/or sanitary sewer (to be performed by the Township)

We estimate that the hot mix asphalt testing required by NJDOT will be approximately \$3,000.00 as the Township will be billed directly by the pavement coring/testing contractor. This expense may be



included in the grant reimbursement should the combined construction cost, construction inspection and material testing be less than the grant amount.

Additional work above and beyond what is outlined in the proposal will only be performed as authorized by the Township of Verona.

Thank you for the opportunity to submit this proposal. We look forward to providing the Township of Verona with our engineering services and to the successful completion of this project. If you should have any questions or require additional information, please do not hesitate to contact Pete Ten Kate, P.E. or me.

Very truly yours,

Peter C. Ten Kate, P.E.

PTK/lv

cc: Chuck Molinaro, DPW Superintendent  
270529lvL1



**TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY**

**RESOLUTION No. 2025-**

A motion was made by ; seconded by that the following resolution be adopted:

**APPROVING CHANGE ORDER #2 FOR CONTRACT No. 2024-14 - PICKLE  
BALL COURT IMPROVEMENTS**

**WHEREAS**, Resolution No. 2024-229 awarded Contract 2024-14 - Pickle Ball Court Improvements to Dakota Excavating Contractors, Saddle River, New Jersey in the base bid amount of \$442,565; and

**WHEREAS**, the Township has received Contract Change No. 1 for installation of wood mulch and river-rock in the amount of +\$3,975.00; and

**WHEREAS**, Contract Change No. 1 is in the best interests of the Township of Verona.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Verona, in the County of Essex, New Jersey that Contract Change No. 1 be approved for a final contract amount of \$446,540.00, a +0.90% change, be approved.

**BE IT FURTHER RESOLVED** that the Township Manager, the Township Clerk and any other officer as may be deemed appropriate are hereby authorized to execute Contract Change No. 1 for Contract No. 2024-14 on behalf of the Township.

**ROLL CALL:**  
**AYES:**  
**NAYS:**  
**ABSENT:**  
**ABSTAIN:**

**THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A  
RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF  
VERONA AT A REGULAR MEETING HELD ON JULY 7, 2025.**

**JENNIFER KIERNAN, RMC, CMC  
MUNICIPAL CLERK**



June 25, 2025

Mr. Kevin O'Sullivan  
Township Manager  
Township of Verona  
600 Bloomfield Ave.  
Verona, New Jersey 07044

Re: Verona Pickleball and Tennis Court Improvements  
Estimate No. 3 & Change Order No. 2  
Township of Verona  
Essex County, New Jersey  
Our File No. VA-167

Dear Mr. O'Sullivan:

Enclosed please find Engineer's Estimate Certificate No. 3 and a voucher in the amount of \$148,227.24 for work performed by the contractor, Dakota Excavating Contractor, Inc. for the above referenced project.

Also enclosed please find Change Order No. 2 in the amount of \$24,349.28 which reflect the as-built quantities.

Boswell takes no exception to the payment of \$148,227.24 for the work completed to date as outlined in Estimate No. 3 and the approval of Change Order No. 2 in the amount of \$24,349.28

Thank you for your kind attention in this matter. Should you have any question or require anything further, please do not hesitate to contact me.

Very truly yours,



Peter C. Ten Kate, P.E.

PCTK/lv  
Enclosures

cc: Dakota Excavating Contractor, Inc.  
Jennifer Muscara, CFO, CTC  
Kristine Gould, RMC, Confidential Assistant

250625EElvL1

Notice: Bills to be considered for payment must be presented to the Treasurer properly signed and certified on this form on or before DATE(S) ESTABLISHED BY TOWNSHIP

**Township of Verona**  
**600 Bloomfield Avenue, Suite 3**  
**Verona, NJ 07044**

To Dakota Excavating Contractor, Inc.  
Address PO. Box 414 Date 6/24/2025  
City & State Saddle River, New Jersey Zip Code 07458  
Ordered by \_\_\_\_\_ Dept. \_\_\_\_\_ Order # \_\_\_\_\_

**Note: All Bills Must Be Properly Certified Before Payment**

Date of Delivery or Service	Itemized Description of Goods or Services Rendered	UNIT PRICE	DOLLARS CENTS
	For Work Performed and Material Furnished		
	in the Construction of:		
	Verona Pickleball and Tennis Court		
	Improvements		
	Township of Verona		
	Essex County, New Jersey		
	Our File No. VA-167		
	Estimate No. 3		
	Dated: 6/18/2025		
	One Hundred Forty-Eight Thousand Two Hundred		\$ 148,227 .93
	Twenty-Seven and .93/100 Dollars		
		TOTAL	\$ 148,227 .93

**Claimant's Certification and Declaration**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons with the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

Date 6/25/25 Signature [Signature] Position J.P.

*Space Below To Be Filled Out By Municipal Officials*

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a municipal official or employee or other reasonable procedures.

Signature \_\_\_\_\_ Title \_\_\_\_\_

APPROPRIATION OR ACCOUNT CHARGED			

Examined and approved for payment:

Commissioner

Director of Revenue and Finance

Payment Record

Date Paid  
Check No.

Account

ESTIMATE CERTIFICATE  
FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:  
VERONA PICKLEBALL AND TENNIS COURT IMPROVEMENTS  
TOWNSHIP OF VERONA  
ESSEX COUNTY, NEW JERSEY  
OUR FILE NO. VA-167

Estimate Number: 3

Period Ending: 6/18/2025

Contractor: Dakota Excavating Contractor, Inc.  
PO Box 414  
Saddle River, NJ 07458

Base Contract Amount:	\$442,565.00	Total Amount Estimated:	\$469,944.28
Less Reductions:	\$0.00	Less 2% Retainage:	\$9,398.89
Plus Increases:	\$28,324.28	Total Net Amount Estimated:	\$460,545.39
Amended Contract Amount:	\$470,889.28	Less Amount Previously Paid:	\$312,317.45
Contract Starting Date:		Amount Due This Estimate:	\$148,227.94
Percent Complete:	99.80%		

Estimated By: Laura Callegari

Approved By: Scott Goodman

FOR USE BY THE TOWNSHIP OF VERONA

Verified by: \_\_\_\_\_  
(Business Administrator)

\_\_\_\_\_  
(Project Engineer)

Audited by: \_\_\_\_\_  
(Chief Financial Officer)

\_\_\_\_\_



**Estimate Number: 3**

2

**BOSWELL**

EST 1924

**CHANGE ORDER**

Change Order No. 2  
Date: 6/24/2025  
Job No.: VA-167

Dakota Excavating Contractor, Inc.	Verona Pickleball and Tennis Court Improvements
CONTRACTOR	PROJECT
PO. Box 414, Saddle River NJ 07458	Township of Verona, Essex County
ADDRESS	OWNER/COUNTY


**Gentlemen:**

In accordance with the provisions of the specifications for the above project, you are hereby advised of the following changes in the contract quantities or in the case of Supplementary work, you agree to its performance by your firm at the prices stated.

**Location of Proposed Change:**Withing Project Limits**Nature and Reason of Change:**Fence & Expansion Joint - Material, Installation and Work

ITEM NO.	ITEM	PAY UNIT	QUANTITY (+/-)	UNIT PRICE	TOTAL
7	Hot Mix Asphalt, 9.5M64 Surface Course, 2"	Ton	8.64	\$179.00	\$1,546.56
8	Hot Mix Asphalt, 19M64 Base Course, 3" Thick	Ton	58.73	\$164.00	\$9,631.72
19	Concrete Sidewalk, 4" Thick	SY	19.45	\$140.00	\$2,723.00
\$-3	Fence Fabric	LS	1	\$7,248.00	\$7,248.00
\$-4	Expansion Joint	LS	1	\$3,200.00	\$3,200.00

Amount of Original Contract	<u>\$442,565.00</u>	Supplemental	<u>\$10,448.00</u>
Change Order No. 1	<u>\$3,975.00</u>	Extra	<u>\$13,901.28</u>
Change Order No. 2	<u>\$24,349.28</u>	Reduction	<u>\$0.00</u>
Adjusted Contract Amount	<u>\$470,889.28</u>	Net Amount	<u>\$24,349.28</u>
Change in Contract	<u>6.40%</u>		

**Recommended for Approval**  
BOSWELL ENGINEERING6/25/25  
DATE**Approved**  
OWNER

DATE

**Accepted**  
CONTRACTOR6/25/25  
DATE

TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2025-

A motion was made by \_\_\_\_\_ ; seconded by \_\_\_\_\_ that the following resolution be adopted:

**AUTHORIZING EXECUTION OF AN AGREEMENT WITH  
D&R VERONA URBAN RENEWAL, LLC**

**WHEREAS**, the Township of Verona executed a Redevelopment Agreement with D&R Verona Urban Renewal, LLC on March 29, 2017 for construction of 2 residential buildings consisting of 112 units (the “Annin Loft Project”) shown as Block 201, Lot 15.01 on the tax maps of the Township; and

**WHEREAS**, the Annin Lofts Project has been completed in accordance with both of the Development Agreements and the “Redevelopment Plan for The Annin Neighborhood Redevelop Plan for Block 201, Lots 14, 15, 16, 17, 18, 19, 20, 21, 24 and 52, 141-163 Bloomfield Avenue, Verona, Essex County, New Jersey; and

**WHEREAS**, all permits, licenses and approvals that are required in order to Redeveloper to complete the Project have, to the extent required, issued and remain in full force and effect.

**NOW THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Verona, in the County of Essex, New Jersey that the Township Manager and Municipal Clerk are authorized to execute a Certificate of Completion with D&R Verona Urban Renewal, LLC, a copy of which is attached hereto and which shall be available for public inspection in the Office of the Municipal Clerk.

**ROLL CALL:**

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT A REGULAR MEETING HELD ON JULY 7, 2025.**

**JENNIFER KIERNAN, CMC  
MUNICIPAL CLERK**

## **DEVELOPER'S AGREEMENT**

**THIS AGREEMENT**, made as of the 5<sup>th</sup> day of ~~June~~<sup>July</sup>, 2017, by and between:

**TOWNSHIP OF VERONA**, a Municipal Corporation of the State of New Jersey, having its governmental offices at 600 Bloomfield Avenue, Verona, New Jersey, (the "Township"), and

**D&R VERONA URBAN RENEWAL, LLC.** a New Jersey limited liability company having offices at 570 Commerce Boulevard, Carlstadt, New Jersey 07072 (the "Developer").

### **WITNESSETH:**

**WHEREAS**, an application for development was filed with the Township of Verona Planning Board to develop certain lands designated on the Municipal Tax Map as Block 201 Lots 15, 16, 17, 18 and 52 (the "Property");

**WHEREAS**, the Township of Verona Planning Board granted approval to the Developer to construct a project containing 112 rental apartment units, associated parking, and related facilities and improvements (the "Project") all in accordance with plans submitted, which approval was memorialized in Resolution No. 1-2017 of the Verona Planning Board approved on January 5, 2017 and memorialized January 26, 2017, a copy of which is attached hereto as Exhibit A ("Resolution");

**WHEREAS**, the Resolution contains terms and conditions of approval and Developer desires to comply with those terms and conditions of approval; and

**WHEREAS**, the Developer desires to express its acceptance of the terms and conditions set forth in the aforesaid Resolution and of the safeguards, limitations and assurances which the Township and the Verona Planning Board seek to obtain in connection with the development of said lands;

**NOW THEREFORE**, in consideration of the approval heretofore granted to the Developer, the mutual covenants herein contained, and, the mutual benefits to be derived by the parties from the performance thereof, it is agreed as follows:

1. IMPROVEMENTS TO BE COMPLETED BY DEVELOPER. From and after commencement of construction of the Project, Developer shall employ commercially reasonable means, at its sole cost and expense (utilizing necessary construction financing as Developer may determine), to construct and install all of the improvements constituting the Project (collectively the "Improvements"):

a) shown on the preliminary/final site plans and minor subdivision plans submitted by the Developer that were prepared by Douglas Bartels revised through January 5, 2017 entitled "Preliminary And Final Site Plans Annin Lofts", consisting of \_\_\_\_ sheets, incorporated herein by reference (collectively the "Approved Plan").

b) as required by the Resolution;

that become reasonably necessary in order to perform the construction the Project in accordance with the Resolution during the course of construction as reasonably determined by the Township Engineer and/or the Township Construction Code Official or any other Township official having jurisdiction over the Project and such improvement. All Improvements, including but not limited to water mains, gas lines, electric lines, cable television and telephone lines shall be constructed in accordance with all provisions of the Township of Verona Code.

All permanent utilities shall be installed underground unless otherwise set forth on the Approved Plan.

Shade trees of selected nursery stock as shown on the Approved Plan shall be planted with top soil and supported by adequate stakes attached to each tree by rubber hose or similar means, and shall meet all requirements on the Verona Shade Tree Commission. The Verona Shade Tree commission shall determine the time of planting. Developer shall replace any newly planted tree that dies or becomes diseased within 12 months of planting.

All street signs and monuments, if called for by the Approved Plan, shall be installed in accordance with the Approved Plan and subject to the further reasonable direction of the Township Engineer.



All Improvements to be made by Developer hereunder shall conform to the standards of all governmental or administrative agencies having authority and jurisdiction over the Project and subject Improvement, and to the applicable code of any such governmental or administrative agency.

2. LIMITATIONS OF DEVELOPER. This Agreement shall not authorize any construction or land disturbance in areas outside of the Property other than off-site improvements as required by the terms of the aforesaid Resolution or this Developer's Agreement..

3. DEDICATION OF WATER MAINS. Water mains and connections shall be constructed in accordance with the Approved Plan. The ownership and title thereto shall become vested in the Township of Verona upon adoption of resolution of dedication and acceptance by the Township Governing Body.

4. PARKING AREA AND DRIVEWAY PAVEMENT STANDARDS. All parking areas and driveways shall be constructed in a manner as shown on the Approved Plan. The Developer solely shall be responsible for the construction of 180 parking spaces as shown on the Approved Plan.

5. STORM AND SURFACE DRAINAGE. Storm, surface waters and swales, as applicable, shall be constructed in a manner as shown on the Approved Plan and shall be in accordance with all applicable provisions of the Verona Code and subject to further reasonable approval of the Township Engineer.

6. SANITARY SEWER AND CONNECTIONS. All sanitary sewers and connections shall be installed as shown on the Approved Plan and in accordance with all applicable provisions of the Verona Code and subject to the further written approval of the Township Engineer, not to be unreasonably withheld, conditioned or delayed. Connections are subject to the provisions of N.J.A.C. 7:14A-12.1 et seq. and such other sewer ban ordinance as may hereafter be adopted by the Township Governing Body.

7. WATER CONNECTIONS. All water connections shall be installed as shown on the Approved Plan and in accordance with all applicable provisions of the Verona Code and shall be subject to the further written approval of the Township Engineer, not to

be unreasonably withheld, conditioned or delayed. All water utility lines will be a minimum of one inch diameter and shall be made of type K copper.

8. WATER AND SEWER CONNECTION FEES. Developer shall pay all lawful fees and expenses required by the Verona Code for connection to the municipal water and sewer lines. The water and sewer connection fees shall be due from the Developer at such time and in such amounts as shall be agreed upon by the Township Engineer and the Developer.

9. LANDSCAPING; FENCING. Developer shall landscape and install fencing as shown on the Approved Plan. If any fencing shown on the Approved Plan violates a provision of the Verona Code, then deviation from the Approved Plan and/or Resolution shall be allowed so as to allow the fencing to conform to the provisions of the Verona Code.

10. PRESERVATION OF EXISTING TREES. Developer shall safeguard and preserve all trees on the subject property. Despite the foregoing, Developer may remove trees having a caliper of up to and including 8 inches and all trees of caliper of more than 8 inches whose removal is reasonably necessary for completion of the Approved Plan, including, without limitation, all such trees that are designated on the Approval Plan for removal, and those that may be located in the areas designated for foundations, off street parking and driveways. Developer shall not remove any other trees without first receiving written approval for such removal from the Township Engineer.

11. GRADING. Developer shall clear all debris from areas to be graded prior to beginning grading of any such area.

12. AS-BUILT DRAWINGS. Promptly following completion of installation of any Improvement, whether utility, sewer, sidewalk or otherwise, the Developer shall provide the Township Engineer with "as- built" drawings of the installed Improvement. Each drawing shall depict the location and size of the Improvement and shall include in appropriate circumstance all inverts, tops of manholes, and tops of grates and shall note the date of completion of the Improvement.

13. SITE PLAN CHANGES; PROCEDURE. The Township Engineer shall have the authority to permit minor field adjustments and modifications in the installation

of the Improvements, of buildings, and of structures as contemplated in the Approved Plan where field conditions and good engineering practices permit. The Verona Construction Code Official shall have the authority to approve changes in building plans that do not materially affect, vary or contradict the Approved Plan or the terms of this Agreement.

14. FIRE PREVENTION FACILITIES AND HYDRANTS. Developer shall install fire hydrants at the Developer's expense as depicted on the Approved Plan and as located therein, in accordance with the Verona Code.

15. SITE LIGHTING. Developer shall install exterior site lighting as shown on the Approved Plan. No Certificate of Occupancy shall be issued until exterior site lighting is completed throughout the site.

16. FIRE REGULATIONS. The Verona Fire Sub-code Official and the Verona Police Department may designate certain areas within the Development as no parking or fire zones/lanes. Developer shall install signs designating such areas in accordance with the Approved Plan and/or as reasonably directed by either the Fire Sub-code Official or the Police Department.

17. COMPLIANCE WITH LAW. All Improvements shall be constructed and installed in accordance with the governing and/or applicable municipal, county, state and federal laws, ordinances, rules and regulations in effect at the time that the permit for such Improvement is issued by the Township. All buildings and structures are subject to inspection and approval by the Township Construction Code Official and/or the approval of any applicable sub-code official.

18. COMPLIANCE WITH RESOLUTION. Developer agrees to make provision for, implement and perform each of the conditions contained in the Resolution which is incorporated by reference herein and attached hereto as Exhibit B.

19. TIME OF COMPLETION. The Developer agrees to use commercially reasonable efforts to complete the work to be performed hereunder within three years from the date of the issuance of the building permits unless said time is extended by the Township, which extension shall not be unreasonably withheld in Township's sole discretion.

20. USE OF STREETS. Developer shall keep all Township streets used by Developer's trucks or equipment in a clean and safe condition by removal of dust and debris generated by construction of the Project. Developer shall prevent construction dust and debris from blowing on personal or real property of adjoining and proximate property owners during excavation and construction of the Development. Should the Developer fail or neglect to perform as set forth in this paragraph, fail to remediate any adverse condition caused by Developer to an adjoining property owners real or personal property, and continue to fail or neglect to perform or remediate for three business days after receiving written notice from a Township official of the violation of this provision, the Township may take whatever action is reasonably necessary so as to prevent future blowing of dust and debris and, in such event, Developer shall reimburse the Township for the actual reasonable cost incurred to implement the preventative measures and the cost of any remediation caused by the Developer's failure to perform as set forth in this paragraph.

21. OPERATIONS WITHOUT NUISANCE. Developer shall not commit a public or private nuisance during the construction period. Developer shall comply with all municipal ordinances regarding hours of work and control of noise.

22. INSPECTIONS. Developer's work is subject to the ongoing right of the Township officials to inspect the work to ensure that it meets the terms of the Approved Plan, the Resolution and all other applicable governmental and administrative codes and regulations. Township officials shall use their best efforts to have inspections completed in a timely manner so as to permit the Developer to proceed with construction in an orderly, safe, and expeditious manner. All such inspections shall be conducted by qualified inspectors who shall comply with all reasonable health and safety protocols of the Developer.

Developer shall not perform any work that will hinder or prevent any Township official from properly inspecting work in progress. By way of example and not limitation, Developer shall not backfill any area after installing curbs, drainage lines, utilities, or other Improvements requiring inspection, until after the installed Improvement has been inspected by the appropriate Township official and, if required and applicable, the Township Engineer.

23. ENGINEER'S AND CONSTRUCTION CODE OFFICIAL'S FIELD REQUIREMENTS. The Township Engineer, Construction Code Official and sub-code officers shall have the right to impose additional in-the-field directives and conditions as circumstances warrant in such person's discretion provided that such directive or condition is in accordance with the terms of said persons job responsibility and is pursuant to legal requirement. Despite the foregoing, nothing herein shall be construed to mean that the Developer shall not be permitted to use any construction materials or construction methods that are permitted by law or by the New Jersey Uniform Construction Code unless such materials or methods are contrary to the Approved Plan or the Resolution.

24. ESCROWS. The Developer shall deposit with the Township all escrows required pursuant to N.J.S.A. 40:55D-53 et seq.

25. REIMBURSEMENT OF PROFESSIONAL EXPENSES. The Developer agrees to abide by the terms set forth in the Redevelopment Agreement executed by the parties including but not limited to Developer's obligation to deposit an initial amount of \$20,000 with the Township for fees of professionals and to be responsible for those professional fees as set forth in the Article II, Section 2.1(9), and Article 4 Section 4.1(7) of the Redevelopment Agreement, executed between the parties. The Developer shall replenish the amount held in escrow for inspection services to \$20,000, when the escrow deposit held by the Township falls below \$5,000. The Township shall deposit the funds in an escrow account earmarked in accordance with law for this purpose and shall draw-down against the funds upon receipt of a reasonably detailed itemized bill from the Township Engineer, under his certification, for the cost of the inspection and services. A copy of such itemized bill will be provided to the Developer. The Developer shall replenish the escrow account in accordance with the terms set forth in Section 4.1 of the Redeveloper's Agreement. The Township shall return the balance of the account to the Developer upon issuance of a final Certificate of Occupancy for the Project.

In addition to the foregoing, the Developer shall reimburse the Township for the reasonable engineering review, planning and legal costs incurred by the Township and the Planning Board in conjunction with the Developer's application for development, to the date of execution of this Agreement, including the drafting of this Agreement, or as

might be incurred under the performance of this Agreement, including, but not limited to, any enforcement proceedings, at the hourly rates set forth in the Township ordinances.

26. **CERTIFICATE OF OCCUPANCY: BREACH OF AGREEMENT.** No Certificate of Occupancy shall be issued nor shall any security be fully released to Developer until the Developer has (i) completed all of the Improvements in a good and workmanlike manner and in accordance with the Approved Plan and the architectural plans; (ii) completed the sanitary and potable water facilities that will serve the Development; (iii) fulfilled all requirements of this Agreement, the Resolution, and any other binding agreement by and between the Developer and any governmental agency having jurisdiction over the Project; (iv) paid all real estate taxes and assessments on the Property then due and payable.

If at the time the Developer applies for a Certificate of Occupancy the landscaping and/or the driveway has not been completed because of weather conditions existing or expected, the Township shall nevertheless, upon compliance with all of the other requirements herein, issue a Certificate of Occupancy to the Developer subject to bonding and posting of suitable performance bonds, if not already posted by Developer, relating to the pending completion of the landscaping and/or driveway by Developer within six months of the issuance of the Certificate of Occupancy.

27. **PERMANENT EASEMENTS.** The Developer shall prepare restrictive deeds, deeds of dedication or easements, drainage easements, utility easements, conservation easements and any other easements as the circumstances may require, as set forth in the Resolution, as is necessary to comply with the terms of the Resolution and/or Approved Plan. Said documents shall be subject to the reasonable approval of the township Planning Board Attorney as to their terms. The Developer shall cause the documents to be recorded in the Essex County Register's office at Developer's cost and expense and shall provide a true copy of the recorded documents to the Township's attorney promptly after receipt.

28. **DUTY TO MAINTAIN AND REPAIR AFTER CONSTRUCTION.** The Developer, its successors and assigns, shall maintain all buildings, structures, improvements (including pavements, sidewalks, street lighting, curbs, landscaping, utilities and other site improvements), and all other facilities to insure that such buildings,

structures, improvements and facilities are at all times in and are in compliance with all applicable legal requirements to ensure the safety and welfare of the occupants of the Development and of the public generally.

29. **ADDITIONAL MAINTENANCE AND REPAIR.** In addition to assuming liability for the maintenance and repair responsibility set forth in paragraph 28, the Developer, and any successor and assigns, will be required to maintain and keep in good condition all on-site sidewalks, curbs, landscaping, recreational areas, walkways, private roadways and interior driveways and parking areas and facilities and improvements used and enjoyed in common by the occupants. If the Developer or owner neglects to make repairs to any public improvements of the Project within a reasonable time period, the Township shall have the authority to have the necessary work performed and to charge the Developer or owner for the reasonable actual cost of work performed, up until the time that the Developer's maintenance bond is released.

30. **PARKING AND TRAFFIC REGULATIONS.** The Township shall have no obligation or responsibility for enforcing parking and traffic regulations on the site until such time as Developer or its successors grant Title 39 jurisdiction to the Township and the Township accepts such jurisdiction by ordinance. The Developer shall grant Title 39 jurisdiction to the Township as soon as practicable after Developers obtains the Certificate of Occupancy for the Project from the Township. Despite the foregoing, nothing in this paragraph is intended to usurp legal authority of the Township police and fire departments to monitor fire lanes or otherwise protect the public interest,

31. **SNOW AND ICE REMOVAL.** The Developer and its successors shall solely be responsible for removal, at Developer's sole cost, of snow and ice from the sidewalks and parking areas on the Property.

32. **PERFORMANCE GUARANTEE.** Developer agrees to file a performance guaranty with the Township, in a form that complies with N.J.S.A. 40:55D-53 et seq., in the amount as set forth herein below. The Developer shall additionally deposit security with the Township in accordance with the provisions of N.J.S.A. 40:56D-53, 53.3 and 53.4 to guarantee completion in accordance with the Approved Plan, which shall include but not be limited to, grading (to include clearing and grubbing, soil excavation/backfill/grading, rock excavation and export of excess rock), walkways,

driveways, landscaping, planting of trees and bushes, water lines, sewer lines, and drainage. The Developer shall post the performance guarantee by a Site Improvement Bond, letter of credit, or in cash, in complete amount of the performance guarantee.

The Township shall reduce and release the security for the improvements to the Developer in accordance with the provisions of the Municipal Land Use Law.

The Township Engineer has reviewed and approved that certain bond estimate prepared by Developer's engineer dated June 13, 2017. In accordance therewith, Developer shall be required to pay or post the performance guaranty in the total amount of \$1,141,543.80, ten (10%) percent of which (\$114,154.38) shall be payable in cash, and the balance (\$1,027,389.42) which may be payable by bond, letter of credit, or in cash.

33. MAINTENANCE GUARANTEE. Developer shall provide the Township with a maintenance guarantee pursuant to the provisions of N.J.S.A. 40:55D-53 and 53.3 which shall be for a period of two years from the date of final acceptance by the Township of the improvements. The maintenance guarantee will be in the amount of fifteen percent (15%) of the costs of the improvements and will be in the form of surety bond or letter of credit. The bond or letter or credit shall assure the maintenance of the improvements and shall provide for the reimbursement to the Township of all of its expenditures for repair and maintenance and/or such other expenses as necessary to maintain the improvements in good working order during the two year period. Unless in the event of an emergency, the Township shall provide the Developer with ten days notice of intent to maintain or repair an unsatisfactory condition prior to conducting any work or incurring any expense for which the Township will hold the Developer liable.

No provision in this paragraph or in this Agreement shall be construed to impose any duty or liability for maintenance, inspection or repair on the part of the Township with respect to any private facilities or improvements, whether bonded hereunder or otherwise.

#### 34. GENERAL.

- A. All surety bonds to be posted pursuant to this Agreement shall be issued by a surety company authorized to do business in the State of New Jersey and shall be in the form specified by New Jersey law.



- B. The cash portion of the security, if any, to be posted pursuant to this Agreement shall be placed in an interest account in accordance with the provisions of N.J.S.A. 40:55D-53.1, with the interest being credited to the Developer.
- C. All letters of credit to be posted pursuant to this Agreement shall be issued by a bank authorized to do business in the State of New Jersey in a form consistent with New Jersey law.
- D. All cash, surety bonds and letters of credit to be delivered pursuant to this Agreement are given pursuant to in accordance with the terms of N.J.S.A. 40:55D-53 et seq. The Township and the Developer are entitled to all of the rights and remedies provided therein, and to all rights and remedies provided by common law. The Developer may at any time during construction request the Township to release or reduce the amount of the performance guarantees posted with the Township and the Township shall promptly honor the request as required by law.

35. **INSURANCE.** From and after the date on which Developer applies for a Construction permit and until such time as Developer obtains a Certificate of Occupancy on the last completed building, Developer shall have in effect and shall maintain the following insurance coverage with indemnity clauses to be approved by the Township Attorney:

Comprehensive general liability insurance, including completed operations and contractual liability coverage with limits of not less than \$1,000,000.00 for any one person and not less than \$2,000,000.00 in the aggregate for any one occurrence for bodily injury, and property damage coverage for not less than \$2,000,000.00 in the aggregate for any one occurrence, provided any required insurance limits can be met with a combination of standard and umbrella coverage. Property damage liability insurance shall include the broad form property damage liability endorsement, as well as coverage for explosion, collapse and underground hazards. All liability coverage shall be on an occurrence basis.

In addition to the insurance to be maintained by the Developer, all contractors and construction management companies shall maintain the following insurance coverages while engaged in work for completion of the Project:

1. A Worker's Compensation and Employers Liability Policy covering all employees directly or indirectly engaged in the performance of the work described in this Agreement having limits of not less than statutory requirement.
2. Comprehensive general liability insurance, including completed operations and contractual liability coverage with limits of not less than \$1,000,000.00 for any one person and not less than \$2,000,000.00 in the aggregate for any one occurrence for bodily injury, and property damage coverage for not less than \$1,000,000.00 in the aggregate for any one occurrence, provided any required insurance limits can be met with a combination of standard and umbrella coverage. Property damage liability insurance shall include the broad form property damage liability endorsement, as well as coverage for explosion, collapse and underground hazards. All liability coverage shall be on an occurrence basis.
3. Comprehensive automobile liability insurance coverage covering the Developer for all owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00.

36. APPROVALS BY OTHER GOVERNMENTAL AGENCIES. The Developer shall be responsible to obtain any and all other applicable governmental and/or administrative approvals as may be required for the construction of the Project pursuant to applicable law, at Developer's cost.

37 NO ASSUMPTION OF LIABILITY TO THIRD PERSONS. The covenants, undertakings, agreements and other obligations set forth in this Agreement shall not be construed as representations on behalf of the Township or the Planning Board or of any Township official, Board or employee, to have or to assume any contractual or other liability to or with any person, firm, entity or corporation dealing with the

Developer or otherwise using or having an interest in the aforementioned promises. Nothing herein contained shall be construed to render the Township or any of its Boards, officers or any employee liable for any charges, costs or debts for material, labor or other expenses incurred in the making of the Improvements referred to in this Agreement.

38. REMEDIES. If the Improvements for which the performance guarantees have been posted in accordance with this Agreement are not completed in accordance with the terms of this Agreement, or if Developer has failed to perform maintenance guaranties, then, following 30 days written notice to the Developer to cure or to commence to cure, and thereafter diligently prosecute reasonable efforts to effect such a cure, the Township may either withdraw funds from the cash portions of the guarantees or may utilize the letter of credit or surety bond, as the case may be, in the amount of the reasonable costs of the Improvements not completed or corrected, upon resolution adopted by the Mayor and Municipal Council for the completion and correction of the Improvements as permitted under applicable law.

39. BUILDING AND ENGINEERING PERMITS. The Township Construction Code Official shall not issue a building permit to the Developer until the Developer has obtained confirmation from the Township Engineer that the Developer has met all conditions precedent to the issuance of a building permit and that the Developer has obtained permits for soil erosion and sediment control, street opening, sanitary sewer construction, storm sewer construction, and water main construction, as applicable to the Project.

The Developer shall secure, at its own cost and expense, all permits required by any governmental or administrative authority having jurisdiction over the construction of the Project and the Developer shall, prior to being entitled to a building permit from the Township, submit proof to the Township that the Developer has obtained all such required permits and approvals from all applicable governing entities or agencies.

40. EASEMENTS FOR EMERGENCY ACCESS. Developer hereby grants the Township emergency access for the purpose of safeguarding human life or property, over the Project until such time as the Certificate of Occupancy is issued.

41. INDEMNIFICATION. Developer shall be and remain liable for any and all damage or money loss occasioned to the Township or the Verona Planning Board, or their officers or agents, by any neglect, wrongdoing, omission or commission of or by the Developer, or by any person, firm or corporation acting for the Developer, arising from the making of the Improvements, from the performance of the terms hereof, from the Approved Plan, or from or out of this Agreement, and shall save, indemnify and hold harmless the Township, its officers, agents, boards and employees, the Verona Planning Board, its members, officers, agents and employees, from any and all actions at law or in equity, charges, debts, liens, encumbrances, costs, counsel fees, and engineering, surveying and other professional fees which may arise from any such damage or loss, from the making of the improvements, from the performance of the terms hereof, from the Approved Plan, or from or out of this Agreement, unless the Township or its agents shall have been judicially determined to have (i) acted contrary to law; (ii) failed to perform acts required by law or by this Agreement; or (iii) have been guilty of negligence which is actionable by law under N.J.S.A. 59:1-1 et seq. This indemnification shall not affect the Developer's right to proceed against any third parties in any action.

42. SUCCESSORS BOUND. This Agreement shall be binding upon the successors and assigns of the parties signing it. All successors to the Developer shall be given a copy of this Developer's Agreement, provide the Township with a corporate acknowledgment assuming all obligations hereunder, and reissue all bonds, security, or any other financial obligations set forth in this Agreement under the successor's name, upon which reissuance, the original bonds, security or other financial obligations previously paid or posted by Developer shall be promptly released and returned to Developer.

43. SEVERABILITY OF PROVISIONS. If any paragraph, section, clause, sentence, provision or other part of this Agreement, or the application thereof to any person, firm or corporation, or its application to any facts or circumstances, shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remaining paragraphs, sections, clauses, sentences, provisions, or other parts of this Agreement. The provisions of this contract are intended to be severable.

44. ENTIRE AGREEMENT; AMENDMENTS IN WRITING. This Agreement constitutes the entire agreement between the parties. There are no representations, promises or undertakings made by either of the parties to the other except as they appear in this Agreement. This Agreement may be changed, modified, or amended only by a written instrument signed by the parties hereto or their successors.

45. RECORDING. This Agreement shall be recorded in the Essex County Register's Office. Upon issuance of the Certificate of Occupancy by the Township, a notice of cancellation of this Agreement shall be executed in recordable form and may be recorded by the Developer to confirm the termination of this Agreement.

46. NEW JERSEY LAW AND JURISDICTION. This Agreement shall be construed and governed by the laws of the State of New Jersey. Any legal action arising out of the terms of this Agreement shall be brought in the Superior Court of New Jersey, Essex County which shall have exclusive jurisdiction over the subject matter of the action.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed as a sealed instrument the date and year first above written.

**TOWNSHIP OF VERONA**



**BY: Matthew Cavallo, Township Manager**

**ATTEST:**



**Jennifer Kiernan, Township Clerk**

**WITNESS:**

**D&R VERONA URBAN RENEWAL, LLC**

**By: D&R Management, LLC, Manager,**



**BY: Edward Russo, Manager**



**BY: Donald Dinallo, Manager**

STATE OF NEW JERSEY  
COUNTY OF ESSEX

I hereby certify that on <sup>July 5</sup> June , 2017, Matthew Cavallo personally came before and acknowledged under oath, to my satisfaction, that:

- (a) he is the Township Manager of the Township of Verona;
- (b) he is an authorized signatory to this Developer's Agreement;
- (c) this Developer's Agreement was signed and delivered by the Township of Verona as its voluntary act and duly authorized by its Municipal Council;



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Gregory Mascera, Attorney At Law of NJ

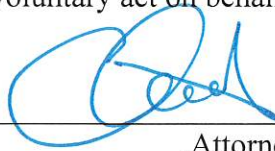
STATE OF NEW JERSEY  
COUNTY OF BERGEN

I hereby certify that on June 30, 2017, Edward Russo and Donald N. Dinallo, personally came before me and acknowledged under oath, to my satisfaction, that:

(a) they are the Managers of D&R Management, LLC, which is the Manager of D&R Verona Urban Renewal, LLC;

(b) they are duly authorized to execute this Developer's Agreement on behalf of said Manager as the voluntary act and deed of D & R Verona Urban Renewal, LLC; and

(d) they signed this instrument as his voluntary act on behalf of the Company.



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,Attorney at Law of NJ  
Christopher H. Minks, Esq.  
Attorney-at-Law  
State of New Jersey

**TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY**

**RESOLUTION No. 2025-**

A motion was made by \_\_\_\_\_ ; seconded by \_\_\_\_\_ that the following resolution be adopted:

**AWARDING CONTRACT No. 2025-04  
IMPROVEMENTS TO EVERETT FIELD**

**WHEREAS**, the Township of Verona received bids for Improvements to Everett Field – Contract No. 2025-04 on June 27, 2025; and

**WHEREAS**, fifteen (15) bids were received for Contract 2025-04; and

**WHEREAS**, Gallen Contracting, Inc. was the lowest responsive and responsible bidder in the Base Bid Amount of \$3,874,065.50; and

**WHEREAS**, the Consulting Engineer has reviewed and recommends the Contract award be made to Gallen Contracting, Inc. 11 Birch Street, 1<sup>st</sup> Floor, Midland Park, NJ 07432, as the lowest responsive and responsible bidder.

**NOW, THEREFORE BE IT RESOLVED** by the Township Council of the Township of Verona, in the County of Essex, New Jersey that the contract for Contract No. 2025-04 be awarded to Gallen Construction, Inc. in the total amount of \$3,874,065.50.

**BE IT FURTHER RESOLVED** \$3,874,065.50 shall be charged to Ordinance No. 2025-10A(v) or any account that may be deemed appropriate by the Chief Financial Officer or her designee and shall be charged against and the availability of funds has been certified by the Chief Financial Officer.

**BE IT FURTHER RESOLVED** that the Township Manager or his designee is hereby authorized to enter into an agreement or any other required documents for the aforementioned services a copy of which shall be available for public inspection in the Office of the Township Clerk.

**ROLL CALL:**

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAIN;**

**THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT A REGULAR MEETING HELD ON JULY 7, 2025.**

**JENNIFER KIERNAN, RMC, CMC  
MUNICIPAL CLERK**





EXPERIENCED  
DEDICATED  
RESPONSIVE

[negliagroup.com](http://negliagroup.com)

July 2, 2025

**Via E-mail & Delivery**

Township of Verona  
600 Bloomfield Avenue  
Verona, New Jersey 07044

Attn.: Jennifer Kiernan, RMC, CMC, Township Clerk

**Re: Award Recommendation Letter  
Improvements to Everett Field**

Township of Verona, Essex County, New Jersey  
NEA Project No.: VEROMUN24.010

Dear Ms. Kiernan:

Please be advised that on Friday June 27, 2025, the Township of Verona accepted bids for the above-mentioned project. The lowest of the fifteen (15) bids submitted was from Gallen Contracting Inc., 11 Birch Street, 1<sup>st</sup> floor, Midland Park, NJ 07432.

The bid submitted by Gallen Contracting Inc. was as follows:

- \$3,874,065.50 representing Base Bid.

We recommend that a contract in the amount of \$3,874,065.50 for Base Bid be awarded to Gallen Contracting Inc., subject to the availability of funds and bid package review by the Township Attorney.

Enclosed you will find a draft copy of the Award of Contract Resolution, Bid Executive Summary, and the Bid Tabulation Sheet for the project. Copies of the bid packages have been emailed to the Township Attorney for review and the originals returned to the Municipal Building. We trust you will find the above in order. Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,  
**Neglia Group**

Anthony Kurus, PE, PP, CME  
Principal

Very truly yours,  
**Neglia Group**

Mateo Luzuriaga, PE, CME  
Project Manager

Cc: Kevin O'Sullivan, Township Manager (via email)

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**LYNDHURST**

34 Park Avenue  
PO Box 426  
Lyndhurst, NJ 07071  
p. 201.939.8805 f. 201.939.0846

**MOUNTAINSIDE**

200 Central Avenue  
Suite 102  
Mountainside, NJ 07092  
p. 201.939.8805 f. 732.943.7249