

1. Conference Meeting Agenda

Documents:

[CA 12.9.25.PDF](#)

1.I. Debt Management Plan - REVISED 12.9.25

Documents:

[WEST ORANGE DEBT AND FINANCE PRESENTATION 12-9-25
\(REVISED\).PDF](#)

2. Bill List

Documents:

[12.9.25.PDF](#)
[12.9.25 SUPPLEMENTAL.PDF](#)

3. Public Meeting Agenda - REVISED

Documents:

[PM 12.9.25 - REVISED.PDF](#)

4. Resolution(S)

4.I. 261-25

Documents:

[261-25 AUTHORIZING AWARD OF CONTRACT FOR TREE PLANTING TO
CERBOS - 2026.PDF](#)
[261-25 CERBO SUBMISSION.PDF](#)
[261-25 PLAN HOLDERS LIST-2026 TREE PLANTING-UNOFFICIAL.PDF](#)

4.II. 273-25

Documents:

[273-25 ESSEX COUNTY COMMUNITY DEVELOPMENT BLOCK PROGRAM
2026.PDF](#)
[273-25 EXHIBIT A-FY 2026 PRIORITY LIST.PDF](#)

4.III. 274-25

Documents:

[274-25 RAFFLE LICENSES 12.9.25.PDF](#)

4.IV. 275-25

Documents:

[275-25 RELEASE OF PERFORMANCE BOND 609 EAGLE ROCK AVENUE.PDF](#)
[275-25 CO BOND RELEASE.PDF](#)

4.V. 276-25

Documents:

[276-25 RESOLUTION FOR TREE REMOVAL SERVICES - 2026.PDF](#)

4.VI. 277-25

Documents:

[277-25 EMERGENCY TREE SERVICES - 2026.PDF](#)

4.VII. 278-25

Documents:

[278-25 WEST ORANGE - FY27 SUBSTANCE USE DISORDER GRANT RESOLUTION.PDF](#)

4.VIII. 279-25

Documents:

[279-25 RESOLUTION AUTHORIZING PAYMENT FOR RUTGERS TB SERVICES.PDF](#)
[279-25 NJMS GTBI.WEST ORANGE TB SERVICE AGREEMENT RBHS-05105.DOCX \(003\).PDF](#)

4.IX. 280-25

Documents:

[280-25 OVERPAYMENT RESOLUTION - COUNTY BOARD JUDGMENT 2025.PDF](#)

4.X. 281-25

Documents:

[281-25 REFUND TAX EXEMPT VETERAN 2025.PDF](#)

4.XI. 282-25 REMOVED

4.XII. 283-25 REMOVED

4.XIII. 284-25

Documents:

[284-25 REFUND OVERPAYMENT OF Q4 TAXES.PDF](#)

4.XIV. 285-25

Documents:

[285-25 TAX COURT JUDGMENT RESOLUTION.PDF](#)

4.XV. 286-25

Documents:

[286-25 RESOLUTION - SAFE STREETS FOR ALL.PDF](#)

[286-25 FY24 GRANT AGMT. SAFE STREETS AND ROADS FOR ALL GRANT
PGM..PDF](#)

[286-25 FY24_TERMS-CONDITIONS.PDF](#)

[286-25 FY24_EXHIBITS.PDF](#)

4.XVI. 287-25

Documents:

[287-25 AUTHORIZING AGREEMENT - STERLING SECURITIES FOR ARMED-
UNARMED MUNICIPAL COURT SECURITY - 2026 REDLINED.DOC.PDF](#)

[287-25 AGREEMENT FOR ARMED-UNARMED SECURITY OFFICERS FOR
MUNICIPAL COURT SECURITY - 2026 REDLINED.DOC.PDF](#)

4.XVII. 288-25

Documents:

[288-25 EXECUTIVE SESSION.PDF](#)

5. Ordinance(S) On Second And Final Reading

5.I. 2945-25

Documents:

[2945-25 ORDINANCE-ALL-WAY STOP INTERSECTION DARTMOUTH RD AT
FOREST HILL RD.PDF](#)

[2945-25 DARTMOUTH-ROAD-FOREST-HILL-ROAD-ALL-WAY-STOP-
FINAL.PDF](#)

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, December 9, 2025
Meeting No. 27

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on January 7, 2025, and published in the West Orange Chronicle on January 16, 2025.

Roll Call –Councilwoman Rudin, Councilwoman Scarpa, Councilwoman Casalino, Council President Krakoviak, Mayor McCartney

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6:30 P.M.

- **Proclamation: 40th Anniversary of CASA of Essex County (Court Appointed Special Advocate Program that works with Essex County Family Court)**
- **Debt Management Plan – John Ditinyak**
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

Township of West Orange

Debt & Finance Presentation

Presented by:

John C. Ditinyak, CFO
Phoenix Advisors

December 9, 2025



The State of the Township's Debt!

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



Debt Management Plan Goals:

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

What is Municipal Debt?

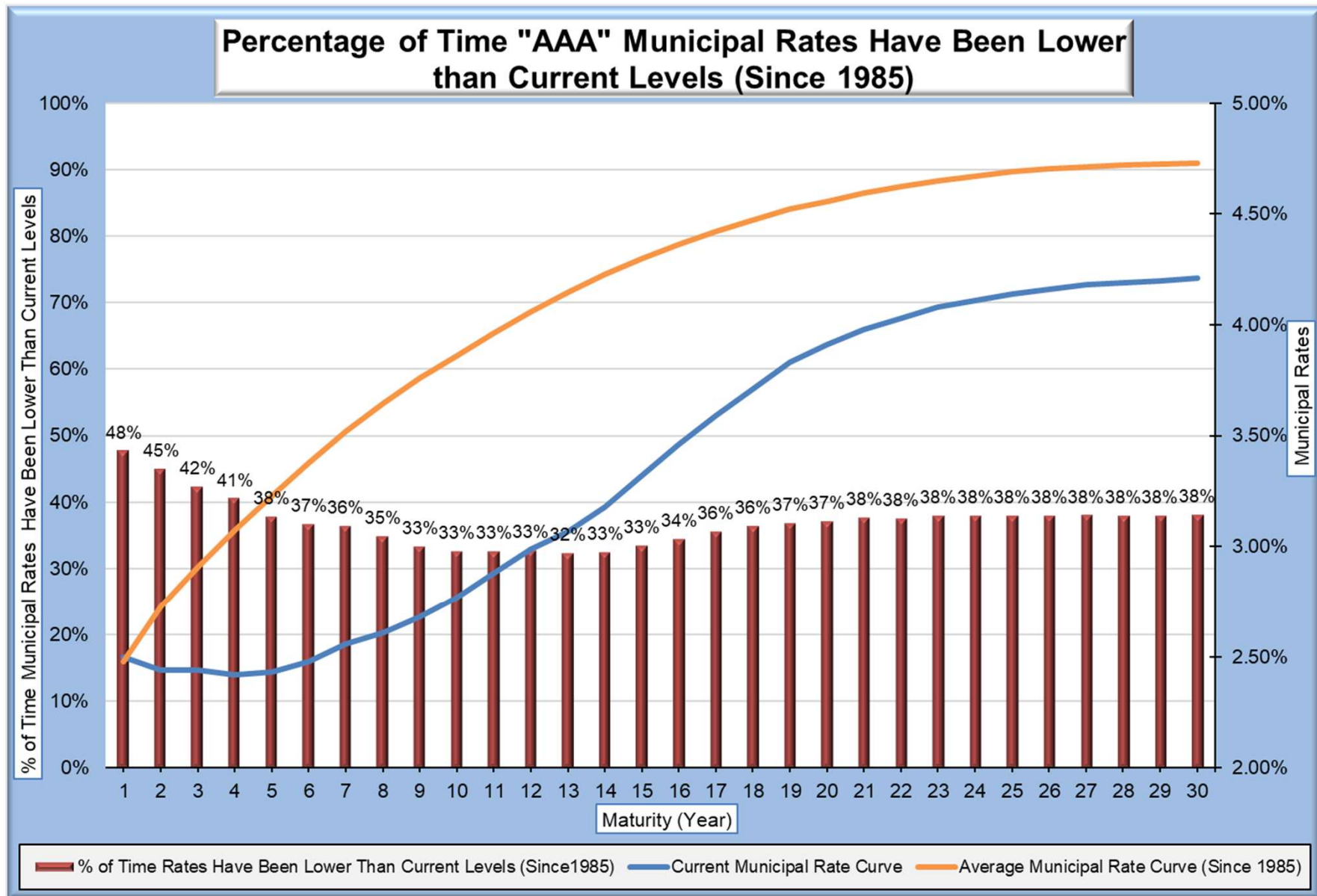
- The Township has both Operating Expenses and Capital Expenses:
 - Operating Expenses include the salaries and wages of employees, utility expenses, garbage and community programming - just to name a few. Operating Expenses are broadly defined as the ongoing expenses to run the day-to-day Township services.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

What is Municipal Debt? (cont.)

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



Historical Municipal Bond Rates

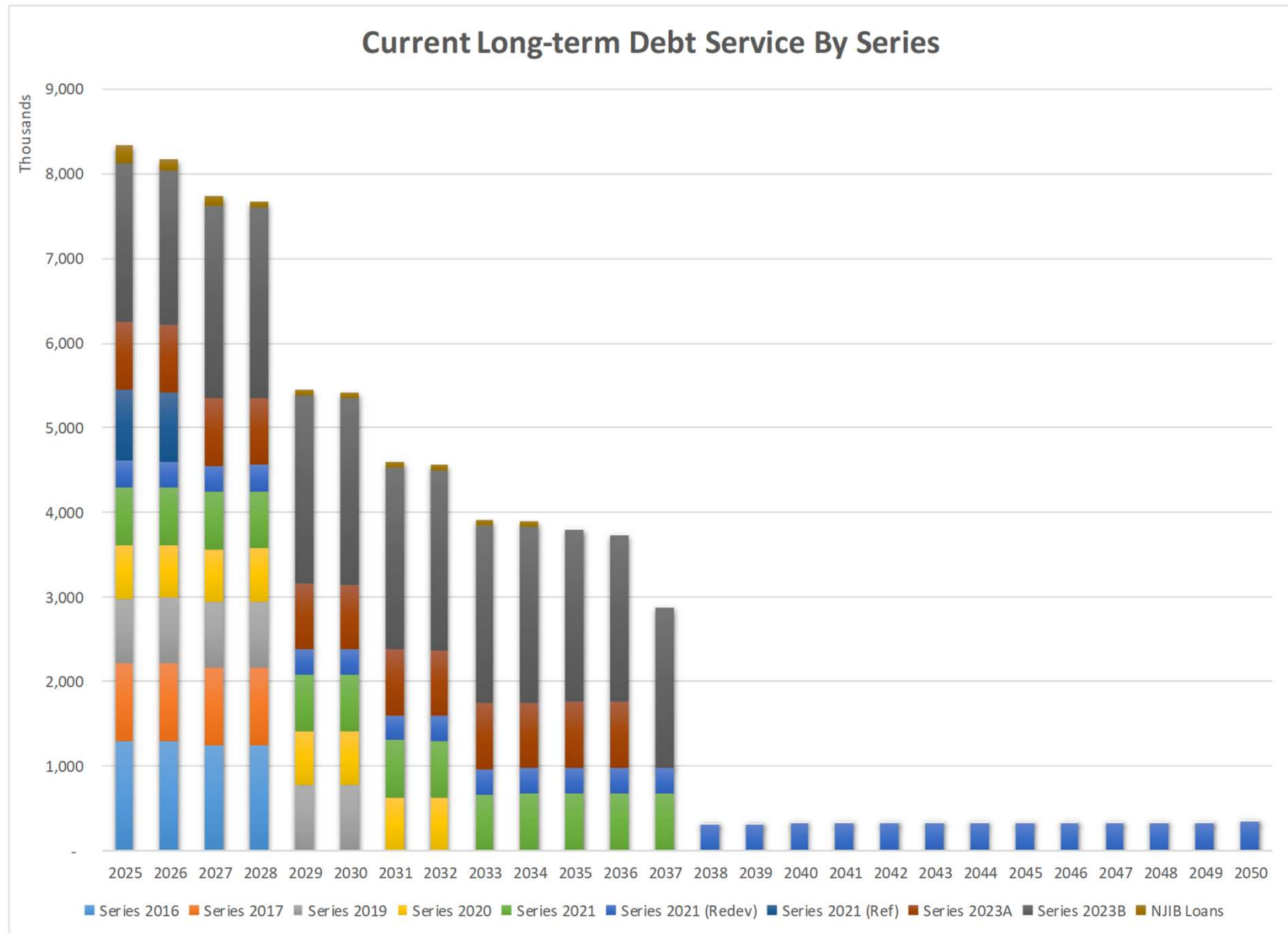


Current Debt Profile

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



Outstanding Bonded Debt Service by Series



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

Future Debt & Capital Discussion

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



Proposed Debt & Capital Plan

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

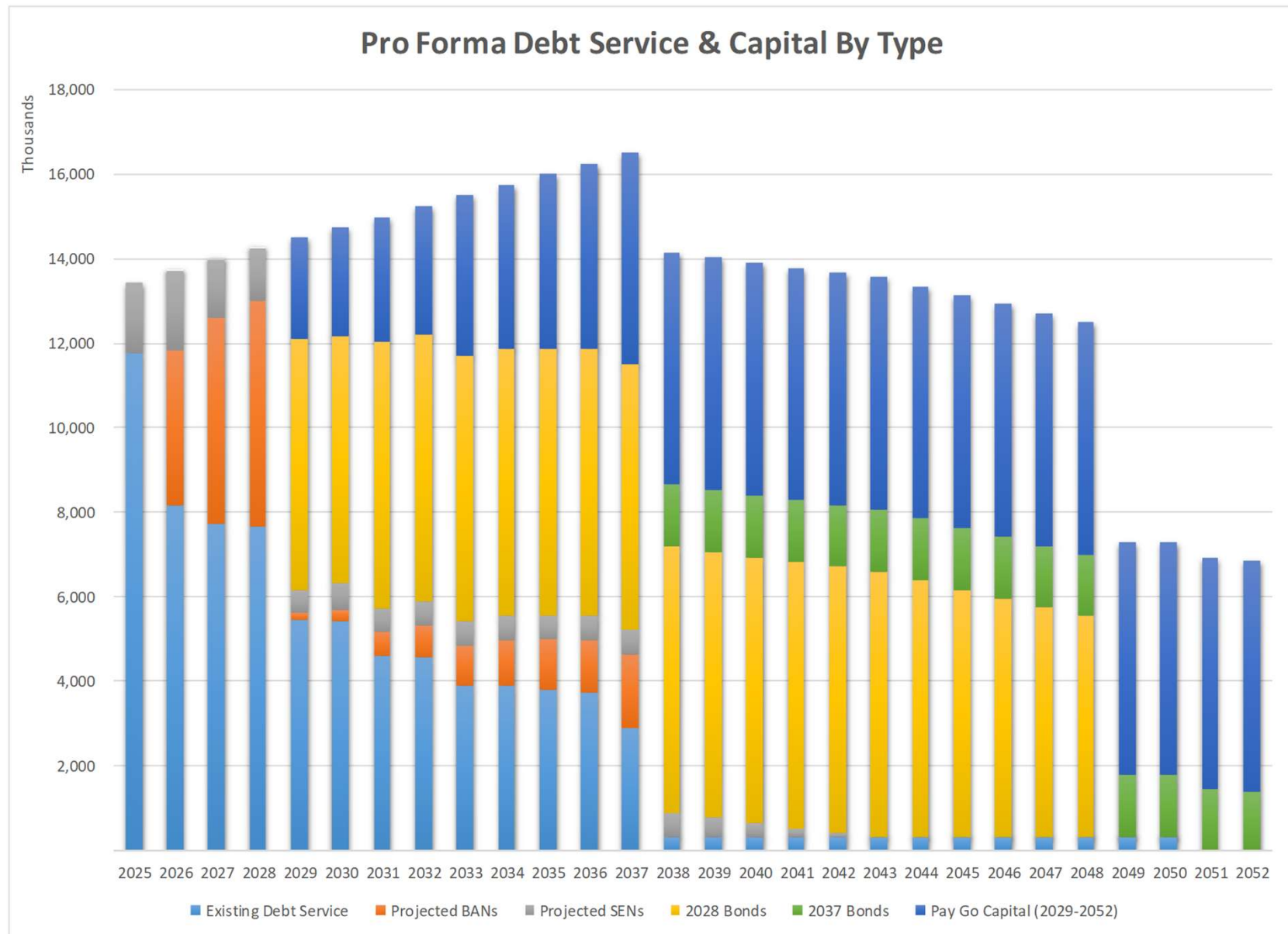


Aggregate Debt & Capital Projections

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

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

Aggregate Debt & Capital Projections (cont.)



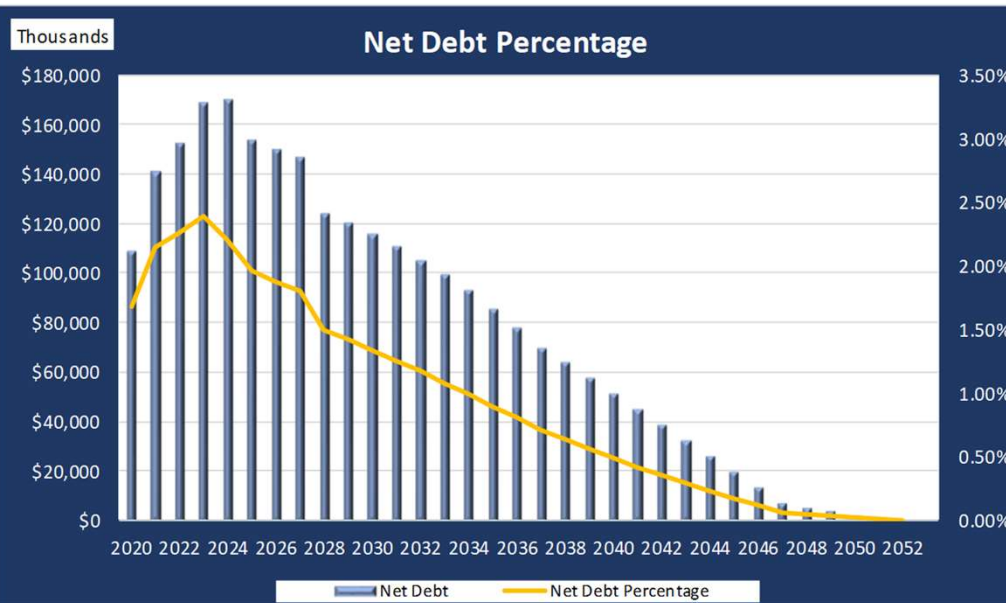
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- (2) Rates assumed to increase 0.25% for bonds and notes each year. Includes voluntary principal pay downs on notes that are subject to change.
- (3) Annual pay-go capital funded as a combination of debt and cash as described herein.

Debt & Capital Amortization Summary

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

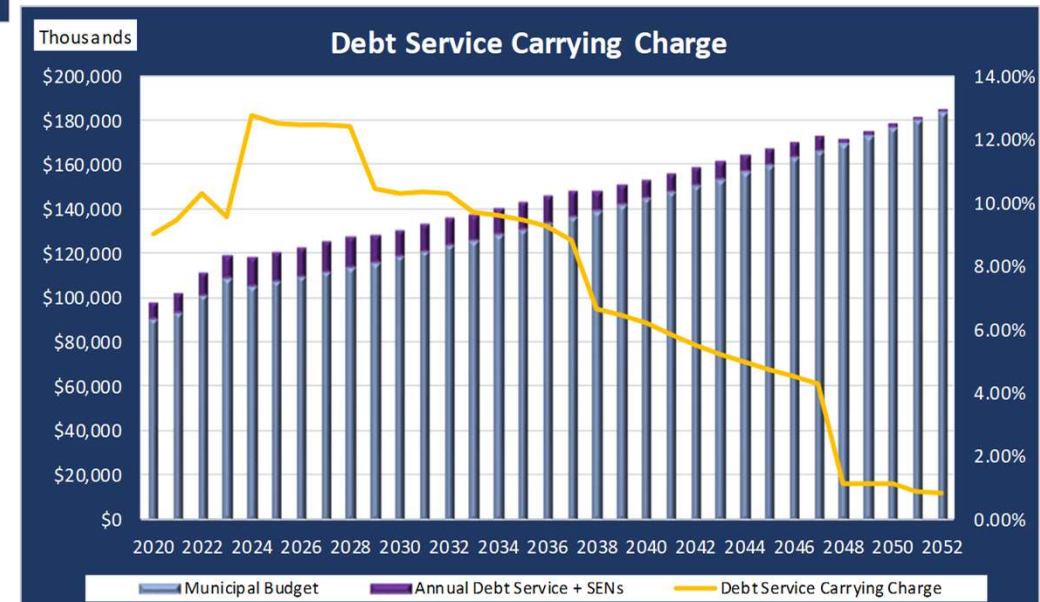
(1) Adjustments include: (i) the removal of \$15.5 million of authorized but not issued debt in 2025 to better reflect the Township's actual debt profile; and (ii) assume ordinance 2651-21 is reduced by \$10.8 million from sale proceeds in 2028 (55 Lakeside) and ordinance 2564-19 is reduced by \$6.3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

Financial Debt Metrics



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

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



Township of West Orange

Bills List

Total: 7,492,299.99

User: liliana 12/03/2025 11:17:20

Date: 11/18/2025 To 12/03/2025 Acc: 01- To 99-9999-99-9999-999 Order By :Account

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
01-1169-00-0100-		- AR-MISCELLANEOUS EXCHANGE MISC EXCHANGE .PAYROLL HEALTH BENEFITS				
01-1169-00-0100-001		- MISC EXCHANGE .PAYROLL HEALTH BENEFITS MISC EXCHANGE .PAYROLL HEALTH BENEFITS				
189773	01201582	TOWNSHIP OF WEST ORANGE	202,901.61		11/18/2025	11/21/2025
189776	01201583	TOWNSHIP OF WEST ORANGE	1,555.68		11/18/2025	11/21/2025
Total: AR-MISCELLANEOUS EXCHANGE MISC EXCHANGE .PAYROLL HEALTH BENEFITS			204,457.29			
01-1921-08-1050-		- Anticipated Revenue-Sec A-Local Rev Fees and Permits				
01-1921-08-1050-007		- Fees and Permits CERT OF OCCUPANCY				
189792	01201664	TOWNSHIP OF WEST ORANGE	100.00	BOUNCED CK #1333 -CERT OF OCCUPANCY	11/19/2025	11/19/2025
Total: Anticipated Revenue-Sec A-Local Rev Fees and Permits			100.00			
01-1923-08-1600-		- Anticipated Revenue - Sec. C - UCC Uniform Construcion Code Fees				
01-1923-08-1600-001		- Uniform Construcion Code Fees BUILDING PERMITS				
189792	01201664	TOWNSHIP OF WEST ORANGE	1,836.00	BOUNCED CK #1333 - BUILDING PERMITS	11/19/2025	11/19/2025
01-1923-08-1600-002		- Uniform Construcion Code Fees PLUMBING PERMITS				
189792	01201664	TOWNSHIP OF WEST ORANGE	2,730.00	BOUNCED CK #1333 - PLUMBING PERMIT	11/19/2025	11/19/2025
01-1923-08-1600-003		- Uniform Construcion Code Fees ELECTRICAL PERMITS				
189792	01201664	TOWNSHIP OF WEST ORANGE	925.00	BOUNCED CK #1333 - ELECTRICAL PERMITS	11/19/2025	11/19/2025
01-1923-08-1600-019		- Uniform Construcion Code Fees FIRE SUB CODE FEES				
189792	01201664	TOWNSHIP OF WEST ORANGE	160.00	BOUNCED CK #1333 - FIRE SUB CODE FEES	11/19/2025	11/19/2025
Total: Anticipated Revenue - Sec. C - UCC Uniform Construcion Code Fees			5,651.00			
01-2010-00-1001-		- BUDGET MAYOR S&W				

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
01-2010-00-1001-010		- MAYOR S&W Base Salary Pay				
189773	01201582	TOWNSHIP OF WEST ORANGE	2,731.97		11/18/2025	11/21/2025
Total: BUDGET MAYOR S&W			2,731.97			
01-2010-00-1002-		- BUDGET MAYOR O/E				
01-2010-00-1002-030		- MAYOR O/E PRINTING				
186658		POLICE & SHERIFF'S PRESS	40.00	#127088 #126144 2025 GENERAL ENCUMBRANCE FOR MUNICIPAL ID PROGRAM	01/01/2025	00/00/0000
Total: BUDGET MAYOR O/E			40.00			
01-2010-00-1201-		- BUDGET TOWN COUNCIL S&W				
01-2010-00-1201-010		- TOWN COUNCIL S&W Base Salary Pay				
189773	01201582	TOWNSHIP OF WEST ORANGE	1,921.08		11/18/2025	11/21/2025
Total: BUDGET TOWN COUNCIL S&W			1,921.08			
01-2010-00-1203-		- BUDGET TOWN COUNCIL O/E				
01-2010-00-1203-032		- TOWN COUNCIL O/E ADVERTISING				
189888		NJ ADVANCE MEDIA, LLC	855.98	#0011043501 budget ad #0011049205 ad ord 2945-25	12/03/2025	00/00/0000
189889		WORRALL COMMUNITY NEWSPAPERS	117.00	Public notices 11/6 and 11/13, #321166, 321167, 320918, 320917, 320916, 320915,	12/03/2025	00/00/0000
01-2010-00-1203-092		- TOWN COUNCIL O/E TAPING-COUNCIL MEETINGS				
187794		JOSEPH FAGAN	540.00	11/24/25+1HR OT zoom moderator not to exceed w/out auth	04/17/2025	00/00/0000
Total: BUDGET TOWN COUNCIL O/E			1,512.98			
01-2010-00-1402-		- BUDGET TOWNSHIP LITIGATION O/E				
01-2010-00-1402-060		- TOWNSHIP LITIGATION O/E LITIGATION GENERAL				
186865		SOUDER LAW GROUP LLP	39,785.50	8857, 8821 54-25 PROFESSIONAL SERV 2025	02/04/2025	00/00/0000

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
186865		SOUDER LAW GROUP LLP	2,002.50	#8938 54-25 PROFESSIONAL SERV 2025	02/04/2025	00/00/0000
189885		TRENK ISABEL SIDDIQI &	21,652.69	Oct 2025 Various invoices of professional service	12/02/2025	00/00/0000
189891		WORRALL COMMUNITY NEWSPAPERS	10.44	#318466 Results 09.10.25 PB meeting	12/03/2025	00/00/0000
Total: BUDGET TOWNSHIP LITIGATION O/E			63,451.13			
01-2010-00-1501- - BUDGET TOWNSHIP CLERK S&W						
01-2010-00-1501-010 - TOWNSHIP CLERK S&W Base Salary Pay						
189773	01201582	TOWNSHIP OF WEST ORANGE	9,265.12		11/18/2025	11/21/2025
Total: BUDGET TOWNSHIP CLERK S&W			9,265.12			
01-2010-00-1601- - BUDGET MUNICIPAL ELECTION S&W						
01-2010-00-1601-100 - MUNICIPAL ELECTION S&W Overtime						
189776	01201583	TOWNSHIP OF WEST ORANGE	1,493.08		11/18/2025	11/21/2025
Total: BUDGET MUNICIPAL ELECTION S&W			1,493.08			
01-2010-00-1701- - BUDGET LEGAL SERVICES S&W						
01-2010-00-1701-010 - LEGAL SERVICES S&W Base Salary Pay						
189773	01201582	TOWNSHIP OF WEST ORANGE	520.36		11/18/2025	11/21/2025
Total: BUDGET LEGAL SERVICES S&W			520.36			
01-2010-00-1912- - BUDGET BOARD OF ADJUSTMENT O/E						
01-2010-00-1912-090 - BOARD OF ADJUSTMENT O/E SHORTHAND RECORDER						
187794		JOSEPH FAGAN	400.00	11/20/25 zoom moderator not to exceed w/out auth	04/17/2025	00/00/0000
Total: BUDGET BOARD OF ADJUSTMENT O/E			400.00			
01-2010-00-1941- - BUDGET MUNICIPAL COURT S&W						
01-2010-00-1941-010 - MUNICIPAL COURT S&W Base Salary Pay						
189773	01201582	TOWNSHIP OF WEST ORANGE	13,719.69		11/18/2025	11/21/2025

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
189776	01201583	TOWNSHIP OF WEST ORANGE	1,730.00		11/18/2025	11/21/2025
01-2010-00-1941-100		- MUNICIPAL COURT S&W Overtime				
189776	01201583	TOWNSHIP OF WEST ORANGE	553.09		11/18/2025	11/21/2025
Total: BUDGET MUNICIPAL COURT S&W			16,002.78			
01-2010-00-1942-		- BUDGET MUNICIPAL COURT O/E				
01-2010-00-1942-110		- MUNICIPAL COURT O/E OFFICE EQUIPMENT				
189867		COMCAST	124.72	November 2025 billing	12/01/2025	00/00/0000
Total: BUDGET MUNICIPAL COURT O/E			124.72			
01-2010-00-2001-		- BUDGET BUSINESS ADM I S&W				
01-2010-00-2001-010		- BUSINESS ADM I S&W Base Salary Pay				
189773	01201582	TOWNSHIP OF WEST ORANGE	13,262.05		11/18/2025	11/21/2025
Total: BUDGET BUSINESS ADM I S&W			13,262.05			
01-2010-00-2002-		- BUDGET BUSINESS ADM I O/E				
01-2010-00-2002-070		- BUSINESS ADM I O/E COMUNICATIONS OFFICER				
188954		JOSEPH FAGAN	3,200.00	DEC 2025 Public Information Officer	08/08/2025	00/00/0000
01-2010-00-2002-081		- BUSINESS ADM I O/E SUBSCRIPTIONS & SUPP				
189784		WB MASON CO. INC.	33.58	#258321733 hanging file folders	11/18/2025	00/00/0000
01-2010-00-2002-082		- BUSINESS ADM I O/E TOWNSHIP EMPLOYEE EDUCATION				
189838		ZAYIBETH CARBALLO	420.00	training reimbursement	12/01/2025	00/00/0000
Total: BUDGET BUSINESS ADM I O/E			3,653.58			
01-2010-00-2201-		- BUDGET PURCHASING S&W				
01-2010-00-2201-010		- PURCHASING S&W Base Salary Pay				
189773	01201582	TOWNSHIP OF WEST ORANGE	5,233.58		11/18/2025	11/21/2025
Total: BUDGET PURCHASING S&W			5,233.58			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
01-2010-00-2202-		- BUDGET PURCHASING O/E				
01-2010-00-2202-031		- PURCHASING O/E ADVERTISING				
186659		NJ ADVANCE MEDIA, LLC	235.64	#0011041908 #0011041913 2025 ADS	01/01/2025	00/00/0000
Total: BUDGET PURCHASING O/E			235.64			
01-2010-00-2301-		- BUDGET INFORMATION TECHNOLOGY S&W				
01-2010-00-2301-010		- INFORMATION TECHNOLOGY S&W Base Salary Pay				
189773	01201582	TOWNSHIP OF WEST ORANGE	11,463.66		11/18/2025	11/21/2025
01-2010-00-2301-090		- INFORMATION TECHNOLOGY S&W Longevity				
189773	01201582	TOWNSHIP OF WEST ORANGE	623.01		11/18/2025	11/21/2025
Total: BUDGET INFORMATION TECHNOLOGY S&W			12,086.67			
01-2010-00-2303-		- BUDGET TELEPHONE COMMUNICATIONS O/E				
01-2010-00-2303-133		- TELEPHONE COMMUNICATIONS O/E INTERNET SERVICE				
188503		VERIZON	124.65	11.08.25-12.7.25 TELEPHONE SERVICES	06/18/2025	00/00/0000
188503		VERIZON	227.64	11/11/25-12/15/25 TELEPHONE SERVICES	06/18/2025	00/00/0000
188503		VERIZON	123.19	11/20/25-12/19/25 TELEPHONE SERVICES	06/18/2025	00/00/0000
01-2010-00-2303-140		- TELEPHONE COMMUNICATIONS O/E TELEPHONE SERVICE				
186656		RING CENTRAL, INC.	3,120.78	#CD_001275868 2025 PHONE SERVICES ACCOUNT 3246663020	01/23/2025	00/00/0000
186631		VERIZON	1,240.12	#Z1810793 2025 ANNUAL SERVICES MONTHLY BILLING	01/01/2025	00/00/0000
186630		VERIZON	182.69	11/11/25-12/15/25 ANNUAL SERVICES MONTHLYTOWN WIDE SERVICE	01/01/2025	00/00/0000
Total: BUDGET TELEPHONE COMMUNICATIONS O/E			5,019.07			
01-2010-00-2304-		- BUDGET CENTRAL MAILING O/E				
01-2010-00-2304-110		- CENTRAL MAILING O/E POSTAGE METER USAGE				

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
186666		UPS	97.40	#0725A6Y475 #0725A6Y485 2025 CENTRAL MAILING/SHIPPING	01/23/2025	00/00/0000
188868		POSTAGE BY PHONE	15,000.00	#188868 postage 2025 replenishment	07/29/2025	00/00/0000
Total: BUDGET CENTRAL MAILING O/E			15,097.40			
01-2010-00-2305- - APPROPRIATION RESERVES CENTRAL INFORMATION TECHNOLOGY O/E						
01-2010-00-2305-010 - CENTRAL INFORMATION TECHNOLOGY O/E IT SERVICES						
189741		SHI INTERNATIONAL	39.78	#B20511110 quote 26853348 IBM MaaS360 - 1 Year	11/13/2025	00/00/0000
186441		PANAYIOTA REYNOLDS	79.00	#331651821 zoom service 2025	01/02/2025	00/00/0000
186668		MICROCOMPUTER CONSULTING GROUP	949.00	#39642 FINAL DATA SEPT TO DEC 2025	01/01/2025	00/00/0000
188062		MICROCOMPUTER CONSULTING GROUP	4,600.00	#39608 RES 137-25 IT SERVICES JULY 1, 2025 - JUNE 30, 2027	05/09/2025	00/00/0000
186669		MICROCOMPUTER CONSULTING GROUP	262.50	#39644 FINAL 2025 REMOTE ACCESS MONITORING AND MANAGEMENT	01/01/2025	00/00/0000
Total: APPROPRIATION RESERVES CENTRAL INFORMATION TECHNOLOGY O/E			5,930.28			
01-2010-00-2306- - APPROPRIATION RESERVES CENTRAL IT ONLINE SERVICES O/E						
01-2010-00-2306-010 - CENTRAL IT ONLINE SERVICES O/E ONLINE IT SERVICES						
189801		ATLANTIC TOMORROW OFFICE	7,786.00	#MS53328 01.01.2026-12.31.2026 docuware connect for mail	11/20/2025	00/00/0000
186626		COMCAST	477.65	11/15/25-12/14/25 ANNUAL INTERNET SVCS.MONTHLY BILLING VARIOUS ACCTS.	01/01/2025	00/00/0000
186626		COMCAST	206.73	NOV. 2025 ANNUAL INTERNET SVCS.MONTHLY BILLING VARIOUS ACCTS.	01/01/2025	00/00/0000
186626		COMCAST	212.75	11/12/25-12/10/25 ANNUAL INTERNET SVCS.MONTHLY BILLING VARIOUS ACCTS.	01/01/2025	00/00/0000
186626		COMCAST	243.80	11.23.25-12.27.25 ANNUAL INTERNET SVCS.MONTHLY BILLING VARIOUS ACCTS.	01/01/2025	00/00/0000
Total: APPROPRIATION RESERVES CENTRAL IT ONLINE SERVICES O/E			8,926.93			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
01-2010-00-2307- - APPROPRIATION RESERVES CENTRAL IT PD SERVICES O/E						
01-2010-00-2307-010 - CENTRAL IT PD SERVICES O/E POLICE DEPARTMENT IT SERVICES						
189652		ELECTRONIC OFFICE SYSTEMS	1,500.00	#SO37661 install and delivery of loaner copier for the police department NOT T	11/05/2025	00/00/0000
187025		EASTERN COMMUNICATIONS, LTD	12,852.00	#38866 DEC. 2025 TO COVER THE COST OF MONTHLY EXPENSES JAN TO JUNE 2025	12/31/2024	00/00/0000
Total: APPROPRIATION RESERVES CENTRAL IT PD SERVICES O/E			14,352.00			
01-2010-00-2532- - BUDGET CENTRAL INSURANCE - HEALTH						
01-2010-00-2532-010 - CENTRAL INSURANCE - HEALTH RETIREE HB CLAIMS						
189875	01201670	MERITAIN HEALTH	493,115.58	11-18-2025 CLAIMS- RETIREE	11/25/2025	11/25/2025
189877	01201671	MERITAIN HEALTH	146,526.43	11-25-2025 CLAIMS - RETIREE	12/01/2025	12/01/2025
01-2010-00-2532-016 - CENTRAL INSURANCE - HEALTH MEDICARE ADVANTAGE						
189797	01201668	METROPOLITAN HEALTH INSURANCE	224,360.00	AETNA MEDICARE ADVANTAGE 11-01-2025	11/19/2025	11/19/2025
01-2010-00-2532-018 - CENTRAL INSURANCE - HEALTH RETIREE PRESCRIPTION						
189793	25102288	BENECARD SERVICES, INC.	108,891.74	RETIREE PRESCRIPTION - SEPTEMBER 2025	11/19/2025	11/19/2025
189795	25102289	BENECARD SERVICES, INC.	107,579.78	RETIREE PRESCRIPTION - OCTOBER 2025	11/19/2025	11/19/2025
189796	25102290	BENECARD SERVICES, INC.	107,169.13	RETIREE PRESCRIPTION - NOVEMBER 2025	11/19/2025	11/19/2025
01-2010-00-2532-030 - CENTRAL INSURANCE - HEALTH EMPLOYEE HB CLAIMS						
189875	01201670	MERITAIN HEALTH	224,862.64	11-18-2025 CLAIMS- ACTIVE	11/25/2025	11/25/2025
189877	01201671	MERITAIN HEALTH	190,958.76	11-25-2025 CLAIMS - ACTIVE	12/01/2025	12/01/2025
01-2010-00-2532-034 - CENTRAL INSURANCE - HEALTH EMPLOYEE EXCESS PYMNTS						
189879	01201672	MERITAIN HEALTH	43,002.12	EXCESS-LOSS CLAIMS PAYMENT FROM LIBERTY INS REIMBURSEMENT	12/01/2025	12/01/2025
189879	01201672	MERITAIN HEALTH	-43,002.12	EXCESS-LOSS CLAIMS PAYMENT FROM LIBERTY INS REIMBURSEMENT	12/01/2025	12/02/2025
189879	01201673	MERITAIN HEALTH	43,002.12	EXCESS-LOSS CLAIMS PAYMENT FROM LIBERTY INS REIMBURSEMENT	12/01/2025	12/02/2025
189880	01201674	MERITAIN HEALTH	69,575.35	EXCESS-LOSS CLAIMS PAYMENT FROM LIB. INS REIMBURSEMENT	12/01/2025	12/01/2025

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
01-2010-00-2532-038		- CENTRAL INSURANCE - HEALTH EMPLOYEE PRESCRIPTION BENEFITS				
189793	25102288	BENECARD SERVICES, INC.	135,667.92	ACTIVE PRESCRIPTION - SEPTEMBER 2025	11/19/2025	11/19/2025
189795	25102289	BENECARD SERVICES, INC.	138,332.31	ACTIVE PRESCRIPTION - OCTOBER 2025	11/19/2025	11/19/2025
189796	25102290	BENECARD SERVICES, INC.	133,109.79	ACTIVE PRESCRIPTION - NOVEMBER 2025	11/19/2025	11/19/2025
01-2010-00-2532-070		- CENTRAL INSURANCE - HEALTH LIB EMPLOYEE HB CLAIMS				
189875	01201670	MERITAIN HEALTH	1,585.91	11-18-2025 CLAIMS- LIBRARY	11/25/2025	11/25/2025
189877	01201671	MERITAIN HEALTH	8,430.76	11-25-2025 CLAIMS - LIBRARY	12/01/2025	12/01/2025
01-2010-00-2532-090		- CENTRAL INSURANCE - HEALTH OTHER HB CLAIMS				
189794	25102288	BENECARD SERVICES, INC.	22,446.79	COBRA RETIREE - SEPTEMBER 2025	11/19/2025	11/19/2025
189795	25102289	BENECARD SERVICES, INC.	20,549.94	COBRA RETIREE PRESCRIPTION - OCTOBER 2025	11/19/2025	11/19/2025
189796	25102290	BENECARD SERVICES, INC.	20,549.94	COBRA RETIREE PRESCRIPTION - NOVEMBER 2025	11/19/2025	11/19/2025
Total: BUDGET CENTRAL INSURANCE - HEALTH			2,196,714.89			
01-2010-00-2535-		- BUDGET CENTRAL INS - WORK-COMP				
01-2010-00-2535-080		- CENTRAL INS - WORK-COMP WORKERS COMPENSATION				
189882	01201675	TOWNSHIP OF WEST ORANGE	27,375.51	FUND TRANSFER FROM 01 TO 22 TO COVER 11/24/25 CLAIMS	12/02/2025	12/02/2025
Total: BUDGET CENTRAL INS - WORK-COMP			27,375.51			
01-2010-00-2801-		- BUDGET COLLECTORS OF S&W				
01-2010-00-2801-010		- COLLECTORS OF S&W Base Salary Pay				
189773	01201582	TOWNSHIP OF WEST ORANGE	10,746.57		11/18/2025	11/21/2025
Total: BUDGET COLLECTORS OF S&W			10,746.57			
01-2010-00-2802-		- BUDGET COLLECTORS OF O/E				
01-2010-00-2802-112		- COLLECTORS OF O/E MAINT & REPAIRS				
189872		JOSEPH APPLETON	150.00	#0339 repair printer	12/01/2025	00/00/0000
Total: BUDGET COLLECTORS OF O/E			150.00			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
01-2010-00-2951-		- BUDGET COMPTROLLER S&W				
01-2010-00-2951-010		- COMPTROLLER S&W Base Salary Pay				
189773	01201582	TOWNSHIP OF WEST ORANGE	18,719.57		11/18/2025	11/21/2025
Total: BUDGET COMPTROLLER S&W			18,719.57			
01-2010-00-2953-		- BUDGET TREASURER O/E				
01-2010-00-2953-113		- TREASURER O/E MATERIALS & SUPPLIES				
186633	25102291	WAGEWORKS	100.00	2025 ADMIN FEE MONTHLY-Nov	01/21/2025	11/25/2025
Total: BUDGET TREASURER O/E			100.00			
01-2010-00-3001-		- BUDGET PLANNING & DEV S&W				
01-2010-00-3001-030		- PLANNING & DEV S&W Hourly Pay				
189776	01201583	TOWNSHIP OF WEST ORANGE	408.75		11/18/2025	11/21/2025
Total: BUDGET PLANNING & DEV S&W			408.75			
01-2010-00-3002-		- BUDGET PLANNING & DE O/E				
01-2010-00-3002-070		- PLANNING & DE O/E TOWNSHIP PLANNER				
189870		CME ASSOCIATES	277.50	#388808 professional serv	12/01/2025	00/00/0000
Total: BUDGET PLANNING & DE O/E			277.50			
01-2010-00-3101-		- BUDGET HOUSING CODE S&W				
01-2010-00-3101-010		- HOUSING CODE S&W Base Salary Pay				
189773	01201582	TOWNSHIP OF WEST ORANGE	20,650.25		11/18/2025	11/21/2025
01-2010-00-3101-100		- HOUSING CODE S&W Overtime				
189776	01201583	TOWNSHIP OF WEST ORANGE	75.10		11/18/2025	11/21/2025
Total: BUDGET HOUSING CODE S&W			20,725.35			
01-2010-00-3102-		- BUDGET HOUSING CODE O/E				

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
01-2010-00-3102-110		- HOUSING CODE O/E OFFICE & FIELD EQUIPMENT (FILM)				
189544		VESTIS GROUP, INC.	129.97	#27611144 Item S365 3 IN 1 JACKET SIZE L w/ LOGO	10/21/2025	00/00/0000
189544		VESTIS GROUP, INC.	259.94	#27611144 ITEM S365 3 IN 1 JACKET SIZE 2XL W/ LOGO	10/21/2025	00/00/0000
189544		VESTIS GROUP, INC.	8.99	#27611144 S/H	10/21/2025	00/00/0000
Total: BUDGET HOUSING CODE O/E			398.90			
01-2010-00-4001-		- BUDGET TAX ASSESSOR S&W				
01-2010-00-4001-010		- TAX ASSESSOR S&W Base Salary Pay				
189773	01201582	TOWNSHIP OF WEST ORANGE	10,980.31		11/18/2025	11/21/2025
01-2010-00-4001-090		- TAX ASSESSOR S&W Longevity				
189773	01201582	TOWNSHIP OF WEST ORANGE	342.29		11/18/2025	11/21/2025
Total: BUDGET TAX ASSESSOR S&W			11,322.60			
01-2010-00-5001-		- BUDGET POLICE S&W				
01-2010-00-5001-010		- POLICE S&W Base Salary Pay - Uniformed				
189773	01201582	TOWNSHIP OF WEST ORANGE	417,706.11		11/18/2025	11/21/2025
01-2010-00-5001-030		- POLICE S&W Hourly Pay - NonUniformed				
189776	01201583	TOWNSHIP OF WEST ORANGE	29,558.44		11/18/2025	11/21/2025
01-2010-00-5001-050		- POLICE S&W Holiday Pay - Uniformed Employees				
189773	01201582	TOWNSHIP OF WEST ORANGE	27,704.57		11/18/2025	11/21/2025
01-2010-00-5001-060		- POLICE S&W Detective Allowance				
189773	01201582	TOWNSHIP OF WEST ORANGE	1,153.80		11/18/2025	11/21/2025
01-2010-00-5001-070		- POLICE S&W Police Officer Allowance				
189773	01201582	TOWNSHIP OF WEST ORANGE	19,038.69		11/18/2025	11/21/2025
01-2010-00-5001-080		- POLICE S&W Administration Allowance				
189773	01201582	TOWNSHIP OF WEST ORANGE	173.07		11/18/2025	11/21/2025
01-2010-00-5001-085		- POLICE S&W CAPTAIN/CHIEF Allowance				

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
189773	01201582	TOWNSHIP OF WEST ORANGE	576.90		11/18/2025	11/21/2025
01-2010-00-5001-090		- POLICE S&W Longevity				
189773	01201582	TOWNSHIP OF WEST ORANGE	6,391.54		11/18/2025	11/21/2025
189773	01201582	TOWNSHIP OF WEST ORANGE	1,375.35		11/18/2025	11/21/2025
189773	01201582	TOWNSHIP OF WEST ORANGE	2,808.37		11/18/2025	11/21/2025
189773	01201582	TOWNSHIP OF WEST ORANGE	3,398.34		11/18/2025	11/21/2025
189773	01201582	TOWNSHIP OF WEST ORANGE	4,125.58		11/18/2025	11/21/2025
01-2010-00-5001-100		- POLICE S&W Overtime - Uniformed				
189776	01201583	TOWNSHIP OF WEST ORANGE	54,530.50		11/18/2025	11/21/2025
01-2010-00-5001-221		- POLICE S&W College Credit Police				
189773	01201582	TOWNSHIP OF WEST ORANGE	999.18		11/18/2025	11/21/2025
01-2010-00-5001-990		- POLICE S&W Non Cash Earnings				
189773	01201582	TOWNSHIP OF WEST ORANGE	24,600.83		11/18/2025	11/21/2025
Total: BUDGET POLICE S&W			594,141.27			
01-2010-00-5003-		- BUDGET POLICE O/E				
01-2010-00-5003-095		- POLICE OE COURT SECURITY				
187874		CUSTOM PROTECTIVE SERVICES	3,437.00	#501439 115-25 court security march 2025-February 2026	04/24/2025	00/00/0000
01-2010-00-5003-111		- POLICE O/E OFFICE SUPPLIES				
186654		UPS	15.90	#0725A6Y465 2025 MAILING/SHIPMENT SERVICES	01/23/2025	00/00/0000
01-2010-00-5003-127		- POLICE O/E BUILDING / HOUSEHOLD				
186455		WB MASON CO. INC.	38.64	#258025645 water 2025	01/01/2025	00/00/0000
186455		WB MASON CO. INC.	38.64	#257684478 water 2025	01/01/2025	00/00/0000
186455		WB MASON CO. INC.	38.64	#258189958 water 2025	01/01/2025	00/00/0000
186455		WB MASON CO. INC.	38.64	#258315091 water 2025	01/01/2025	00/00/0000
Total: BUDGET POLICE O/E			3,607.46			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
01-2010-00-6001- - BUDGET FIRE S&W						
01-2010-00-6001-010 - FIRE S&W Base Salary Pay - Uniformed						
189773	01201582	TOWNSHIP OF WEST ORANGE	356,237.31		11/18/2025	11/21/2025
01-2010-00-6001-030 - FIRE S&W Hourly Pay						
189776	01201583	TOWNSHIP OF WEST ORANGE	864.00		11/18/2025	11/21/2025
01-2010-00-6001-050 - FIRE S&W Holiday Pay - Uniformed Employees						
189773	01201582	TOWNSHIP OF WEST ORANGE	24,596.07		11/18/2025	11/21/2025
01-2010-00-6001-060 - FIRE S&W INSPECTORS ALLOWANCE						
189773	01201582	TOWNSHIP OF WEST ORANGE	442.29		11/18/2025	11/21/2025
01-2010-00-6001-080 - FIRE S&W Administration Allowance						
189773	01201582	TOWNSHIP OF WEST ORANGE	480.75		11/18/2025	11/21/2025
01-2010-00-6001-090 - FIRE S&W Longevity						
189773	01201582	TOWNSHIP OF WEST ORANGE	4,360.53		11/18/2025	11/21/2025
189773	01201582	TOWNSHIP OF WEST ORANGE	1,212.70		11/18/2025	11/21/2025
189773	01201582	TOWNSHIP OF WEST ORANGE	5,337.29		11/18/2025	11/21/2025
189773	01201582	TOWNSHIP OF WEST ORANGE	1,677.60		11/18/2025	11/21/2025
189773	01201582	TOWNSHIP OF WEST ORANGE	2,910.92		11/18/2025	11/21/2025
01-2010-00-6001-100 - FIRE S&W Overtime - Uniformed						
189776	01201583	TOWNSHIP OF WEST ORANGE	43,649.04		11/18/2025	11/21/2025
01-2010-00-6001-110 - FIRE S&W Acting Pay						
189776	01201583	TOWNSHIP OF WEST ORANGE	4,283.79		11/18/2025	11/21/2025
Total: BUDGET FIRE S&W			446,052.29			
01-2010-00-6002- - BUDGET FIRE O/E						
01-2010-00-6002-071 - FIRE O/E MISCELLANEOUS						
188858		VILLAGE SUPERMARKET OF NJ	29.83	#02960332913 NOT TO EXCEED	07/29/2025	00/00/0000
01-2010-00-6002-082 - FIRE O/E TRAINING - EDUCATION						
189606		ALERT-ALL COMPANY	1,476.00	#W53600 SCHOOL FIRE PREVENTION HAND OUTS	10/29/2025	00/00/0000

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
189359		SECOND CHANCE EMERGENCY TRAIN	6,300.00	#189359 EMT A, B, C REFRESHER TRAINING	10/02/2025	00/00/0000
01-2010-00-6002-107		- FIRE O/E 1ST AID EQUIPMENT				
189025		V.E. RALPH & SON	168.00	#487291 HYFIN VENTED CHEST SEAL TWIN PACK	08/14/2025	00/00/0000
189025		V.E. RALPH & SON	164.00	#487291 ADULT NON-REBREATH MASK W/ SAFETY VENT	08/14/2025	00/00/0000
189025		V.E. RALPH & SON	38.37	#487291 MIDKNIGHT NITRILE GLOVES LARGE 100/BOX	08/14/2025	00/00/0000
189025		V.E. RALPH & SON	38.37	#487291 MIDKNIGHT NITRILE GLOVES X LARGE 100/BOX	08/14/2025	00/00/0000
189025		V.E. RALPH & SON	15.00	#487291 SUCTION CATH 16FR	08/14/2025	00/00/0000
189025		V.E. RALPH & SON	12.00	#487291 SUCTION CATH 12FR 22"	08/14/2025	00/00/0000
189025		V.E. RALPH & SON	88.00	#487291 KRINKLE GAUZE ROLL 4.5x4.1 YDS. 6 PLY STERILE	08/14/2025	00/00/0000
189025		V.E. RALPH & SON	52.80	#487291 STERILE BURN SHEET	08/14/2025	00/00/0000
189025		V.E. RALPH & SON	60.48	#487291 DISPOSABLE SPLINT 18"	08/14/2025	00/00/0000
189025		V.E. RALPH & SON	680.00	#487291 EPHINPHRINE AUTO INJECTOR 0.3MG ADULT 2 PACK	08/14/2025	00/00/0000
01-2010-00-6002-111		- FIRE O/E JANITORIAL SUPPLIES				
189585		HOME DEPOT	328.55	#7300099 BOARDWALK TOILET PAPER	10/29/2025	00/00/0000
189585		HOME DEPOT	380.70	#7300099 MORCON PAPER TOWELS	10/29/2025	00/00/0000
01-2010-00-6002-116		- FIRE O/E MISC. SAFETY EQUIPMENT				
189583		W.B. MASON	62.99	#257874562 HP 902XL BLACK INK CARTRIDGE	10/29/2025	00/00/0000
189583		W.B. MASON	133.29	#257874562 DIXIE DISPOSABLE CUPS 12 OZ	10/29/2025	00/00/0000
01-2010-00-6002-127		- FIRE O/E AIR MASK-TEST & REPAIR				
189713		AIR GAS TECHNOLOGIES INC.	145.00	#827954 MISC REPAIRS AND TESTING	11/10/2025	00/00/0000
189713		AIR GAS TECHNOLOGIES INC.	750.00	#827954 LABOR	11/10/2025	00/00/0000
189627		CNP FIT TESTING OF NJ, LLC	1,700.00	#2525 PEOSH REQUIRED RESPIRATORY FIT TESTING	10/31/2025	00/00/0000
189627		CNP FIT TESTING OF NJ, LLC	850.00	#2525 FIT TESTING ON N-95	10/31/2025	00/00/0000
Total: BUDGET FIRE O/E			13,473.38			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
01-2010-00-7001-	- BUDGET ENGINEERING S&W					
01-2010-00-7001-010	- ENGINEERING S&W Base Salary Pay					
189773	01201582	TOWNSHIP OF WEST ORANGE	15,191.80		11/18/2025	11/21/2025
01-2010-00-7001-030	- ENGINEERING S&W Hourly Pay					
189776	01201583	TOWNSHIP OF WEST ORANGE	2,521.24		11/18/2025	11/21/2025
01-2010-00-7001-100	- ENGINEERING S&W Overtime					
189776	01201583	TOWNSHIP OF WEST ORANGE	161.37		11/18/2025	11/21/2025
Total: BUDGET ENGINEERING S&W			17,874.41			
01-2010-00-7002-	- BUDGET ENGINEERING O/E					
01-2010-00-7002-030	- ENGINEERING O/E ADVERTISING, PRINTING & PHOTO					
189857		WORRALL COMMUNITY NEWSPAPERS	37.56	#321586 DATED 11.20.25 PUBLIC NOTICE FOR 2026 CDBG PROGRAM AD NO. 155997	12/01/2025	00/00/0000
189856		NJ ADVANCE MEDIA, LLC	124.08	AD# 0011044276 PUBLIC NOTICE 2026 CDBG PROGRAM DATED 11.20.25	12/01/2025	00/00/0000
01-2010-00-7002-070	- ENGINEERING O/E Lic. Collection System Operator					
189812		MARUCCI ENGINEERING ASSOC. LL	8,745.00	sanitary sewer collection system operator 2nd half of 2025 (July thru December)	12/01/2025	00/00/0000
Total: BUDGET ENGINEERING O/E			8,906.64			
01-2010-00-7101-	- BUDGET BUILDING & PROPERTY O/E					
01-2010-00-7101-071	- BUILDING & PROPERTY O/E JANITORIAL SERVICES					
189886		NATIONWIDE CLEANING &	853.00	#2187 emergency cleaning of jail cells	12/02/2025	00/00/0000
183724		NATIONWIDE CLEANING &	5,145.83	#2186 RES 111-24 JAN	03/27/2024	00/00/0000
01-2010-00-7101-112	- BUILDING & PROPERTY O/E MAINTENANCE SUPPLIES - BUILDIN					
186438		WB MASON CO. INC.	27.81	#258102498, CM4215357 water 2025 delivery	01/01/2025	00/00/0000
186438		WB MASON CO. INC.	32.64	#258321606 #CM4243465 water 2025 delivery	01/01/2025	00/00/0000
01-2010-00-7101-114	- BUILDING & PROPERTY O/E ELECTRICAL REPAIRS & WIRING					

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
189022		MIKE SPAGNUOLO ELECTRICAL	3,160.00	#81831 estimate 1716, 1717	08/14/2025	00/00/0000
01-2010-00-7101-116		- BUILDING & PROPERTY O/E PRIVATIZED SERVICES				
188276		D'ONOFRIO & SON INC.	15,538.12	#35123 RESOLUTION 143-25 2025 MAINT OF VARIOUS TOWN OWNED PARCELS	05/29/2025	00/00/0000
01-2010-00-7101-130		- BUILDING & PROPERTY O/E CENTRAL MONITORING ALARM				
189800		USA SECURITY SERVICES, INC	216.90	#7464356 quarterly billing 10 rooney alarm system 12/01/25-02/25/25	11/20/2025	00/00/0000
Total: BUDGET BUILDING & PROPERTY O/E			24,974.30			
01-2010-00-7202-		- BUDGET SHADE TREE O/E				
01-2010-00-7202-112		- SHADE TREE O/E TOOLS & EQUIPMENT				
189310		NORTHEASTERN ASSOCIATES	589.99	#220000116181 stump machines repairs	09/23/2025	00/00/0000
Total: BUDGET SHADE TREE O/E			589.99			
01-2010-00-7401-		- BUDGET PUBLIC WORKS S&W				
01-2010-00-7401-010		- PUBLIC WORKS S&W Base Salary Pay				
189773	01201582	TOWNSHIP OF WEST ORANGE	87,505.28		11/18/2025	11/21/2025
01-2010-00-7401-030		- PUBLIC WORKS S&W Hourly Pay				
189776	01201583	TOWNSHIP OF WEST ORANGE	1,100.00		11/18/2025	11/21/2025
01-2010-00-7401-090		- PUBLIC WORKS S&W Longevity				
189773	01201582	TOWNSHIP OF WEST ORANGE	1,874.85		11/18/2025	11/21/2025
01-2010-00-7401-100		- PUBLIC WORKS S&W Overtime				
189776	01201583	TOWNSHIP OF WEST ORANGE	28,355.69		11/18/2025	11/21/2025
189776	01201583	TOWNSHIP OF WEST ORANGE	125.17		11/18/2025	11/21/2025
Total: BUDGET PUBLIC WORKS S&W			118,960.99			
01-2010-00-7902-		- BUDGET CENTRAL AUTOMOTIVE O/E				
01-2010-00-7902-151		- CENTRAL AUTOMOTIVE O/E AUTO PARTS				
187040		ENTERPRISE FM TRUST	10,105.58	STMT#610665-110525 2025 repairs	01/01/2025	00/00/0000

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
Total: BUDGET CENTRAL AUTOMOTIVE O/E			10,105.58			
01-2010-00-8051- - BUDGET GENERAL HEALTH SERVICES S&W						
01-2010-00-8051-010 - GENERAL HEALTH SERVICES S&W Base Salary Pay						
189773	01201582	TOWNSHIP OF WEST ORANGE	25,597.46		11/18/2025	11/21/2025
01-2010-00-8051-090 - GENERAL HEALTH SERVICES S&W Longevity						
189773	01201582	TOWNSHIP OF WEST ORANGE	366.80		11/18/2025	11/21/2025
01-2010-00-8051-100 - GENERAL HEALTH SERVICES S&W Overtime						
189776	01201583	TOWNSHIP OF WEST ORANGE	531.18		11/18/2025	11/21/2025
Total: BUDGET GENERAL HEALTH SERVICES S&W			26,495.44			
01-2010-00-8052- - BUDGET GENERAL HEALTH SERVICES O/E						
01-2010-00-8052-041 - GENERAL HEALTH SERVICES O/E SUBURBAN REG HEALTH COMMISSION						
187695		ESSEX REGIONAL HEALTH COMM	1,956.25	10/1-12/31/25 2025 AIR POLLUTION CONTROL SERVICES	12/31/2024	00/00/0000
189876		HUDSON REGIONAL HEALTH COMM	5,000.00	10/1-13/31/25 RES 205-24 8/1/24-07/31/27 SHARED SERVICES 101.01.25-12.31.25	12/01/2025	00/00/0000
Total: BUDGET GENERAL HEALTH SERVICES O/E			6,956.25			
01-2010-00-8101- - BUDGET SENIOR BUSING S&W						
01-2010-00-8101-010 - SENIOR BUSING S&W Base Salary Pay						
189773	01201582	TOWNSHIP OF WEST ORANGE	9,512.88		11/18/2025	11/21/2025
01-2010-00-8101-030 - SENIOR BUSING S&W Hourly Pay						
189776	01201583	TOWNSHIP OF WEST ORANGE	328.80		11/18/2025	11/21/2025
189776	01201583	TOWNSHIP OF WEST ORANGE	8,709.92		11/18/2025	11/21/2025
01-2010-00-8101-100 - SENIOR BUSING S&W Overtime						
189776	01201583	TOWNSHIP OF WEST ORANGE	2,796.95		11/18/2025	11/21/2025
Total: BUDGET SENIOR BUSING S&W			21,348.55			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
01-2010-00-8401-		- BUDGET ANIMAL CONTROL S&W				
01-2010-00-8401-010		- ANIMAL CONTROL S&W Base Salary Pay				
189773	01201582	TOWNSHIP OF WEST ORANGE	7,097.45		11/18/2025	11/21/2025
01-2010-00-8401-100		- ANIMAL CONTROL S&W Overtime				
189776	01201583	TOWNSHIP OF WEST ORANGE	766.49		11/18/2025	11/21/2025
Total: BUDGET ANIMAL CONTROL S&W			7,863.94			
01-2010-00-8601-		- BUDGET SEN CITIZEN HEALTH CTR S&W				
01-2010-00-8601-010		- SEN CITIZEN HEALTH CTR S&W Base Salary Pay				
189773	01201582	TOWNSHIP OF WEST ORANGE	13,842.00		11/18/2025	11/21/2025
01-2010-00-8601-030		- SEN CITIZEN HEALTH CTR S&W Hourly Pay				
189776	01201583	TOWNSHIP OF WEST ORANGE	1,795.99		11/18/2025	11/21/2025
Total: BUDGET SEN CITIZEN HEALTH CTR S&W			15,637.99			
01-2010-00-8762-		- BUDGET RETIRED CITIZENS PROGRAM O/E				
01-2010-00-8762-070		- RETIRED CITIZENS PROGRAM O/E MISCELLANEOUS				
189864		D & M INSTANT PRINTING	220.00	#3141 Older Adults December Activity Calendars. Please expedite PO. 500 count.	12/01/2025	00/00/0000
01-2010-00-8762-200		- RETIRED CITIZENS PROGRAM O/E PICNIC				
189058		ORIENTAL TRADING CO.	124.84	#73999612501-2503 Supplies and decorations for Senior Picnic on Sept. 4th, 2025	08/18/2025	00/00/0000
01-2010-00-8762-201		- RETIRED CITIZENS PROGRAM O/E HOLIDAY DINNER				
189869		GRANATA CORP	1,291.40	#E05047 Annual Dinner Older Adults 2025	12/01/2025	00/00/0000
01-2010-00-8762-202		- RETIRED CITIZENS PROGRAM O/E SUMMER CONCERTS				
189603		ADAM MEYERS	200.00	EVENT DATE: 12/16/25 Older Adult Autum Cafe Series Entertainment on 12-16-2025	10/29/2025	00/00/0000
01-2010-00-8762-203		- RETIRED CITIZENS PROGRAM O/E NUTRITION PROGRAM				
189186		VILLAGE SUPERMARKET OF NJ	54.87	#02960122145 Shop Rite food/supplies for events and programming. Please expedi	09/08/2025	00/00/0000

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
189186		VILLAGE SUPERMARKET OF NJ	58.48	#02960326021 Shop Rite food/supplies for events and programming. Please expedi	09/08/2025	00/00/0000
Total: BUDGET RETIRED CITIZENS PROGRAM O/E			1,949.59			
01-2010-00-9101- - BUDGET PARKS & PLAYGROUNDS S&W						
01-2010-00-9101-010 - PARKS & PLAYGROUNDS S&W Base Salary Pay						
189773	01201582	TOWNSHIP OF WEST ORANGE	24,944.49		11/18/2025	11/21/2025
01-2010-00-9101-030 - PARKS & PLAYGROUNDS S&W Hourly Pay						
189776	01201583	TOWNSHIP OF WEST ORANGE	3,570.48		11/18/2025	11/21/2025
01-2010-00-9101-090 - PARKS & PLAYGROUNDS S&W Longevity						
189773	01201582	TOWNSHIP OF WEST ORANGE	991.26		11/18/2025	11/21/2025
01-2010-00-9101-100 - PARKS & PLAYGROUNDS S&W Overtime						
189776	01201583	TOWNSHIP OF WEST ORANGE	694.62		11/18/2025	11/21/2025
Total: BUDGET PARKS & PLAYGROUNDS S&W			30,200.85			
01-2010-00-9102- - BUDGET PARKS & PLAYGROUNDS O/E						
01-2010-00-9102-072 - PARKS & PLAYGROUNDS O/E MAINTENANCE-BUILDING						
189372		MIKE SPAGNUOLO ELECTRICAL	2,495.00	#81830 estimate 1792	10/02/2025	00/00/0000
01-2010-00-9102-074 - PARKS & PLAYGROUNDS O/E MAINTENANCE-PLUMBING						
189686		ROCCO CIUFALO PLUMBING LLC	550.00	#44481 winterization for vecchio garden	11/07/2025	00/00/0000
189679		ROCCO CIUFALO PLUMBING LLC	1,200.00	#44480 winterization fountains not to exceed	11/07/2025	00/00/0000
01-2010-00-9102-110 - PARKS & PLAYGROUNDS O/E MATERIALS-OFFICE						
189804		WB MASON CO. INC.	23.61	#258412731 2026 planner not to exceed	11/21/2025	00/00/0000
01-2010-00-9102-113 - PARKS & PLAYGROUNDS O/E MATERIALS-HARDWARE						
186785		SCHNEIDER HARDWARE	12.00	#91241 2025 HARDWARE ACCOUNT	12/31/2024	00/00/0000
01-2010-00-9102-120 - PARKS & PLAYGROUNDS O/E MATERIALS-CLAY, CALCI						
189246		MIKE SPAGNUOLO ELECTRICAL	7,423.90	#81829 degnan park field lighting repairs estimate 1798 not to exceed	09/17/2025	00/00/0000
186787		HOME DEPOT	579.72	#3052709 2025 REC MAINT GARAGE SUPPLIES	12/31/2024	00/00/0000

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
01-2010-00-9102-121		- PARKS & PLAYGROUNDS O/E MATERIALS-APPARATUS				
189387		BEN SHAFFER RECREATION INC	1,404.00	#BS250863ST siteprep proposal 8194 not to exceed	10/03/2025	00/00/0000
Total: BUDGET PARKS & PLAYGROUNDS O/E			13,688.23			
01-2010-00-9302-		- BUDGET CELEBRATION OF PUBLIC EVENTS				
01-2010-00-9302-201		- CELEBRATION OF PUBLIC EVENTS TREE LIGHTING				
189033		SMITTY'S LANDSCAPE & DESIGN	4,700.00	#189033 HOLIDAYTREE DECORATION	08/14/2025	00/00/0000
189782		HORIZON ENTERTAINMENT	1,650.00	#54995133 trackless fire truck for tree lighting 12.06.25	11/18/2025	00/00/0000
189781		SWIFT FARMS	850.00	#032299 petting zoon for tree lighting 12.06.25	11/18/2025	00/00/0000
189873		PHYLLIS DECILLA	300.00	12/6/25 tree lighting	12/01/2025	00/00/0000
189874		VINCENT STANZIALE	200.00	12/6/25 tree lighting	12/01/2025	00/00/0000
Total: BUDGET CELEBRATION OF PUBLIC EVENTS			7,700.00			
01-2010-00-9401-		- BUDGET CONSTRUCTION S&W				
01-2010-00-9401-010		- CONSTRUCTION S&W Base Salary Pay				
189773	01201582	TOWNSHIP OF WEST ORANGE	13,916.10		11/18/2025	11/21/2025
189776	01201583	TOWNSHIP OF WEST ORANGE	1,120.38		11/18/2025	11/21/2025
01-2010-00-9401-030		- CONSTRUCTION S&W Hourly Pay				
189776	01201583	TOWNSHIP OF WEST ORANGE	658.00		11/18/2025	11/21/2025
189776	01201583	TOWNSHIP OF WEST ORANGE	6,114.48		11/18/2025	11/21/2025
01-2010-00-9401-100		- CONSTRUCTION S&W Overtime				
189776	01201583	TOWNSHIP OF WEST ORANGE	1,098.99		11/18/2025	11/21/2025
189776	01201583	TOWNSHIP OF WEST ORANGE	281.75		11/18/2025	11/21/2025
Total: BUDGET CONSTRUCTION S&W			23,189.70			
01-2010-00-9500-		- BUDGET ELECTRICITY O/E				
01-2010-00-9500-150		- ELECTRICITY O/E ELECTRICITY RECREATION				

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
189871		PUBLIC SERVICE ELECTRIC & GAS	7,669.03	oct recreations billing	12/01/2025	00/00/0000
Total: BUDGET ELECTRICITY O/E			7,669.03			
01-2010-00-9903- - BUDGET FICA O/E						
01-2010-00-9903-080 - FICA O/E FICA						
189773	01201582	TOWNSHIP OF WEST ORANGE	16,288.83		11/18/2025	11/21/2025
189773	01201582	TOWNSHIP OF WEST ORANGE	19,680.13		11/18/2025	11/21/2025
189776	01201583	TOWNSHIP OF WEST ORANGE	4,223.94		11/18/2025	11/21/2025
189776	01201583	TOWNSHIP OF WEST ORANGE	6,124.56		11/18/2025	11/21/2025
Total: BUDGET FICA O/E			46,317.46			
01-2010-02-1006- - BUDGET JOINT OUTLET SEWER M O/E						
01-2010-02-1006-140 - JOINT OUTLET SEWER M O/E JOINT MEETING						
189799		BOROUGH OF ROSELAND	48.26	07.01.25-09.30.25 water/sewer bill 324463-4	11/20/2025	00/00/0000
Total: BUDGET JOINT OUTLET SEWER M O/E			48.26			
01-2010-02-1007- - BUDGET MAINT.FREE PUBLIC LIBRARY O/E						
01-2010-02-1007-200 - MAINT.FREE PUBLIC LIBRARY O/E MAINT.OF FREE PUBLIC LIBRARY						
186662		WEST ORANGE PUBLIC LIBRARY	235,671.28	DEC 2025 FINAL maint fee	01/23/2025	00/00/0000
Total: BUDGET MAINT.FREE PUBLIC LIBRARY O/E			235,671.28			
01-2040-41-7026- - GRANT RESERVES MUNICIPAL ALLIANCE 2026						
01-2040-41-7026-021 - MUNICIPAL ALLIANCE 2026 2026 MA- RASING DRUG FREE KIDS						
189554		ELIZABETH ALLOCCA	500.00	SEPT. MAC GRANT VSH PREVENTION CONSULTANT REIMBURSEMENT	10/23/2025	00/00/0000
189554		ELIZABETH ALLOCCA	175.93	SEPT. MAC GRANT CONSULTANT REIMBURSEMENT FOR OE (SUPPLIES)	10/23/2025	00/00/0000
189841		ELIZABETH ALLOCCA	1,323.21	Oct & Nov 2025 MA Reimbursement to consultant at Valley Settlement House	12/01/2025	00/00/0000

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
01-2040-41-7026-051		- MUNICIPAL ALLIANCE 2026 2026 MA-PARENT TRAINING/COMMUNITY AWAREN				
189840		REGINALD MILLER	2,000.00	OCT. 2025 MA grant consultant reimbursement for services during Red Ribbon Week	12/01/2025	00/00/0000
Total: GRANT RESERVES MUNICIPAL ALLIANCE 2026			3,999.14			
01-2040-41-7700-		- FED & STATE GRANTS RECEIVABLES GREEN ACRES GRANT				
01-2040-41-7700-226		- GREEN ACRES GRANT 2025 GREEN ACRES COLGATE PARK				
189427		GROUNDWATER & ENVIRONMENTAL SERVICES INC	2,181.20	#1004031 SITE INVESTIGATION - COLGATE PARK PLAYGROUND PROJECT PER PROPOSAL NJ/	10/08/2025	00/00/0000
Total: FED & STATE GRANTS RECEIVABLES GREEN ACRES GRANT			2,181.20			
01-2040-41-9039-		- GRANT RESERVES HUD-DEGNAN PARK- SR CITIZEN PARK				
01-2040-41-9039-223		- HUD-DEGNAN PARK- SR CITIZEN PARK 2023 HUD-DEGNAN PARK- SR CITIZEN PARK				
188245		NEGLIA ENGINEERING ASSOC	8,097.50	#2505410 RES 147-25 PROF SERVICES CIVIL ENGINEERING AND LAND SURVEYING FOR T	05/22/2025	00/00/0000
Total: GRANT RESERVES HUD-DEGNAN PARK- SR CITIZEN PARK			8,097.50			
01-2040-41-9046-		- GRANT RESERVES 2025 MENTAL HEALTH INITIATIVE 2024				
01-2040-41-9046-002		- 2025 MENTAL HEALTH INITIATIVE 2024 2025 MENTAL HEALTH INITIATIVE GRANT				
189842		MENTAL HEALTH ASSOC OF	6,855.61	Mayor's Wellness Campaign/MHA Grant 2025-Reimbursement	12/01/2025	00/00/0000
Total: GRANT RESERVES 2025 MENTAL HEALTH INITIATIVE 2024			6,855.61			
01-2080-00-0200-		- RESERVE FOR TAX APPEAL TAX APPEAL RES CY- ATTORRNEY FEE				
01-2080-00-0200-		- TAX APPEAL RES CY- ATTORRNEY FEE TAX APPEAL RES CY- ATTORRNEY FEE				
189836		HENDRICKS APPRAISAL CO.,LLC	6,600.00	#6362 tax appeal 23-25	12/01/2025	00/00/0000
187881		BLAU & BLAU	6,000.00	N0V 2025 res 111-25 prof serv tax appeal atty jan-march 2025 already paid	04/25/2025	00/00/0000
Total: RESERVE FOR TAX APPEAL TAX APPEAL RES CY- ATTORRNEY FEE			12,600.00			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
01-2150- - -	- RES. FOR TAX TITLE LIENS	RES. FOR TAX TITLE LIENS				
01-2150- - -	- RES. FOR TAX TITLE LIENS	RES. FOR TAX TITLE LIENS				
189862	25102292	TRYSTONE CAPITAL ASSETS LLC	6,837.01	REDEMPTION CERT#24-098	12/01/2025	12/02/2025
189863	25102293	PRO CAP 8,LLC	7,722.07	REDEMPTION CERT#25-001	12/01/2025	12/02/2025
189808	25102294	DAXUAN WANG	638.50	REDEMPTION CERT#25-068	12/01/2025	12/02/2025
189809	25102295	TRYSTONE CAPITAL ASSETS LLC	15,247.69	REDEMPTION CERT#25-024	12/01/2025	12/02/2025
189816	25102296	DAXUAN WANG	23,783.04	REDEMPTION CERT#25-064	12/01/2025	12/02/2025
189829	25102299	AMERICAN TAX LIEN FUND LLC	11,922.22	REDEMPTION CERT#25-037	12/01/2025	12/02/2025
189822	25102297	PRO CAP 8,LLC	1,153.95	LIEN REDEMPTION CERT#25-040	12/01/2025	12/02/2025
189828	25102298	PRO CAP 8,LLC	1,259.87	LIEN REDEMPTION CERT#25-023	12/01/2025	12/02/2025
Total: RES. FOR TAX TITLE LIENS			68,564.35			
01-2155- - -	- RES. FOR TTL PREMIUM	RES. FOR TTL PREMIUM				
01-2155- - -	- RES. FOR TTL PREMIUM	RES. FOR TTL PREMIUM				
189862	25102292	TRYSTONE CAPITAL ASSETS LLC	800.00	PREMIUM	12/01/2025	12/02/2025
189863	25102293	PRO CAP 8,LLC	11,900.00	PREMIUM	12/01/2025	12/02/2025
189808	25102294	DAXUAN WANG	1,100.00	PREMIUM	12/01/2025	12/02/2025
189809	25102295	TRYSTONE CAPITAL ASSETS LLC	50,300.00	PREMIUM	12/01/2025	12/02/2025
189816	25102296	DAXUAN WANG	78,700.00	PREMIUM	12/01/2025	12/02/2025
189822	25102297	PRO CAP 8,LLC	1,000.00	PREMIUM	12/01/2025	12/02/2025
189828	25102298	PRO CAP 8,LLC	1,000.00	PREMIUM	12/01/2025	12/02/2025
189829	25102299	AMERICAN TAX LIEN FUND LLC	47,600.00	PREMIUM	12/01/2025	12/02/2025
Total: RES. FOR TTL PREMIUM			192,400.00			
01-2860- - -	- NJ CONSTRUCTION FEE PAYABLE .00 .00	NJ CONSTRUCTION FEE PAYABLE .00 .00				
01-2860- - -	- NJ CONSTRUCTION FEE PAYABLE .00 .00	NJ CONSTRUCTION FEE PAYABLE .00 .00				
189792	01201664	TOWNSHIP OF WEST ORANGE	226.00	BOUNCED CK #1333 - NJ CONSTRUCTION FEE PAYABLE	11/19/2025	11/19/2025

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
Total: NJ CONSTRUCTION FEE PAYABLE .00 .00 NJ CONSTRUCTION FEE PAYABLE .00 .00			226.00			
Fund Total: 01			4,656,755.03			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
03-2475-16-0030-		- ORD# 2475-16 INDOOR IMPROVEMENTS				
03-2475-16-0030-010		- INDOOR IMPROVEMENTS IT Improvements				
187577		SHI INTERNATIONAL	20,790.00	#B20527569 res 104-25 quote 25899666 and 25899672 municipality configuration servi	03/28/2025	00/00/0000
Total: ORD# 2475-16 INDOOR IMPROVEMENTS			20,790.00			
03-2584-19-0100-		- ORD# 2584-19 Equipment				
03-2584-19-0100-211		- Equipment Personal Protective Equipment (PPE)				
189811		TURNOUT FIRE & SAFETY INC	450.00	#278022 TEDESCO & C. VANDERHOOF BOOTS	12/01/2025	00/00/0000
Total: ORD# 2584-19 Equipment			450.00			
03-2610-20-0100-		- ORD# 2610-20 Equipment				
03-2610-20-0100-140		- Equipment Power Cots/Stretchers				
189820		EMSAR NEW JERSEY	4,540.00	#SM-247945 EMSAR ADVANTAGE PROGRAM 36 MONTH COVERAGE	12/01/2025	00/00/0000
Total: ORD# 2610-20 Equipment			4,540.00			
03-2610-20-0600-		- ORD# 2610-20 Vehicles				
03-2610-20-0600-150		- Vehicles Ummarked Vehicle (2)				
174343		ENTERPRISE FM TRUST	5,216.22	STMT#610665-110525 Leased Vehicles	10/25/2021	00/00/0000
Total: ORD# 2610-20 Vehicles			5,216.22			
03-2661-21-0100-		- ORD# 2661-21 Equipment				
03-2661-21-0100-120		- Equipment Equipment				
183753		ENTERPRISE FM TRUST	4,478.76	STMT#610665-110525 EFM 22-23 ROUND 2	03/29/2024	00/00/0000
Total: ORD# 2661-21 Equipment			4,478.76			
03-2661-21-0600-		- ORD# 2661-21 Vehicles				
03-2661-21-0600-110		- Vehicles Enterprise Vehicles				

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
	174343	ENTERPRISE FM TRUST	3,000.00	STMT#610665-110525 Leased Vehicles	10/25/2021	00/00/0000
	174712	ENTERPRISE FM TRUST	7,751.03	STMT#610665-110525 round 2 vehicles	11/24/2021	00/00/0000
	175050	ENTERPRISE FM TRUST	3,644.61	STMT#610665-110525 round 3 vehicles	12/28/2021	00/00/0000
	177950	ENTERPRISE FM TRUST	1,596.50	STMT#610665-110525 round 3a	03/01/2022	00/00/0000
	175052	ENTERPRISE FM TRUST	3,051.26	STMT#610665-110525 ROUND 4 VEHICLES	12/28/2021	00/00/0000
	174935	ENTERPRISE FM TRUST	965.25	STMT#610665-110525 round PD vehicle	12/15/2021	00/00/0000
Total: ORD# 2661-21 Vehicles			20,008.65			
03-2704-22-0100-		- ORD# 2704-22 Equipment				
03-2704-22-0100-010		- Equipment Replacement of Nozzles and Appliances				
	189813	ESI EQUIPMENT, INC	2,615.00	#25-2263 1 YEAR SERVICE CONTRACT FOR EXTRACATION TOOLS	12/01/2025	00/00/0000
Total: ORD# 2704-22 Equipment			2,615.00			
03-2704-22-0600-		- ORD# 2704-22 Vehicles				
03-2704-22-0600-070		- Vehicles Enterprise Acquisition & Upfit Costs				
	182387	ENTERPRISE FM TRUST	8,302.23	STMT#610665-110525 22-23 round 1 lease and uplift	11/20/2023	00/00/0000
Total: ORD# 2704-22 Vehicles			8,302.23			
03-2829-23-0500-		- ORD# 2829-23 Streets, Roads, Sewers & Sidewalks				
03-2829-23-0500-070		- Streets, Roads, Sewers & Sidewalks STREET IMPROVEMENTS				
	183623	REGGIO CONSTRUCTION, INC.	15,036.14	Engineer's Cert. No. 17 RES 87-24 2021 ST IMPRV PHS II	03/19/2024	00/00/0000
Total: ORD# 2829-23 Streets, Roads, Sewers & Sidewalks			15,036.14			
03-2830-23-0500-		- ORD# 2830-23 Streets, Roads, Sewers & Sidewalks				
03-2830-23-0500-010		- Streets, Roads, Sewers & Sidewalks STREET IMPR (CURRENTLY UNDER DESIGN)				

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
186886		GREENMAN-PEDERSEN, INC	3,189.15	#0422273 res 26-25 engineering and land surveying serv for 3tpf ty 2024 njdot	02/04/2025	00/00/0000
186181		CME ASSOCIATES	2,100.00	#387665 res 315-24 professional service contract OSPAC and crystal likes impro	12/05/2024	00/00/0000
186379		GREENMAN-PEDERSEN, INC	795.25	#422275 RES 348-24 PROFESSIONAL SERVICES LAND SURVEYING AND ENGINEERING SERVIC	12/18/2024	00/00/0000
186383		GREENMAN-PEDERSEN, INC	27,931.20	#422732 RES 344-24 PROF ENGINEERING SERV 2022 NJDOT SAFE ROUTES TO SCHOOL IMP	12/18/2024	00/00/0000
186181		CME ASSOCIATES	175.00	#388775 res 315-24 professional service contract OSPAC and crystal likes impro	12/05/2024	00/00/0000
Total: ORD# 2830-23 Streets, Roads, Sewers & Sidewalks			34,190.60			
03-2872-24-0500- - ORD# 2872-24 Streets, Roads, Sewers & Sidewalks						
03-2872-24-0500-010 - Streets, Roads, Sewers & Sidewalks VALLEY, CARLSON RD, COLONIAL WOODS DRIVE						
185864		REGGIO CONSTRUCTION INC.	1,095.89	ENGINEER'S CERT. NO. 7 RES 279-24 NJ DOT 2023-MA 00155 CARLSON RD, CULLEN D	10/08/2024	00/00/0000
Total: ORD# 2872-24 Streets, Roads, Sewers & Sidewalks			1,095.89			
03-2915-25-0500- - ORD# 2915-25 Streets, Roads, Sewers & Sidewalks						
03-2915-25-0500-010 - Streets, Roads, Sewers & Sidewalks FRANKLIN,MAIN,CHESTNUT,CHERRY						
188994		SMITH SONDY ASPHALT CONST INC	477,502.97	Engineer's Cert. No. 1 RES 168-25 2024 CDBG RD REHAB	08/12/2025	00/00/0000
03-2915-25-0500-020 - Streets, Roads, Sewers & Sidewalks WALKER RD,SOUTH VALLEY						
188330		SMITH SONDY ASPHALT CONST INC	552,026.39	ENGINEER'S CERT. NO. 2 RESOLUTION 130-25	06/02/2025	00/00/0000
Total: ORD# 2915-25 Streets, Roads, Sewers & Sidewalks			1,029,529.36			
Fund Total: 03			1,146,252.85			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
04-2010-00-6690-		- EXPENDITURE CONTROL DOGS ANIMAL CONTROL INTERLOCALS				
04-2010-00-6690-204		- VETERINARY SERVICES VETERINARY SERVICES				
187495		ROBERT DE FILIPPIS, DVM	2,133.00	#22459 veterinary services 2025 to be paid quarterly	03/24/2025	00/00/0000
04-2010-00-6690-304		- OTHER EXPENSE OTHER EXPENSE				
188030		VILLAGE SUPERMARKET OF NJ	21.57	#02960574398 SUPPLIES FOR 2025	05/08/2025	00/00/0000
187615		AMERICAN MESSAGING	64.38	n3523012zl PAGER SERVICES - DECEMBER - 2025	12/31/2024	00/00/0000
Total: EXPENDITURE CONTROL DOGS ANIMAL CONTROL INTERLOCALS			2,218.95			
Fund Total: 04			2,218.95			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
08-2010-55-5011-		- BUDGET POOL SNACK BAR S/W				
08-2010-55-5011-030		- POOL SNACK BAR S/W Hourly Pay				
189776	08200063	TOWNSHIP OF WEST ORANGE	1,018.18		11/18/2025	11/21/2025
189776	08200063	TOWNSHIP OF WEST ORANGE	6.10		11/18/2025	11/21/2025
189776	08200063	TOWNSHIP OF WEST ORANGE	14.77		11/18/2025	11/21/2025
189776	08200063	TOWNSHIP OF WEST ORANGE	63.12		11/18/2025	11/21/2025
Total: BUDGET POOL SNACK BAR S/W			1,102.17			
08-2010-55-5022-		- BUDGET POOL OTHER EXPENSES				
08-2010-55-5022-075		- POOL OTHER EXPENSES MAINT. PLUMBING				
189432		ROCCO CIUFALO PLUMBING LLC	1,300.00	#44482 winterize pool complex not to exceed restrooms/lockerooms/well this doe	10/08/2025	00/00/0000
Total: BUDGET POOL OTHER EXPENSES			1,300.00			
Fund Total: 08			2,402.17			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
12-1169-00-0100-		- MISCELLANEOUS EXCHANGE MISCELLANEOUS EXCHANGE .PAYROLL				
12-1169-00-0100-001		- MISCELLANEOUS EXCHANGE .PAYROLL MISCELLANEOUS EXCHANGE .PAYROLL				
189773	12200365	TOWNSHIP OF WEST ORANGE	165,306.01		11/18/2025	11/21/2025
189773	12200365	TOWNSHIP OF WEST ORANGE	46,451.69		11/18/2025	11/21/2025
189776	12200366	TOWNSHIP OF WEST ORANGE	635.76		11/18/2025	11/21/2025
Total: MISCELLANEOUS EXCHANGE MISCELLANEOUS EXCHANGE .PAYROLL			212,393.46			
12-6070-00-1000-		- DONATIONS MAYOR'S SUNSHINE FUND				
12-6070-00-1000-010		- MAYOR'S SUNSHINE FUND MAYOR'S SUNSHINE FUND				
189802	12200389	296 WEST ORANGE SHOP-RITE	5,359.12	turkeys 2025	11/20/2025	11/20/2025
Total: DONATIONS MAYOR'S SUNSHINE FUND			5,359.12			
12-6080-00-0310-		- FIRE COMPLIANCE PENALTIES DEDICATED PENALTY (FIRE SAFETY)				
12-6080-00-0310-010		- DEDICATED PENALTY (FIRE SAFETY) DEDICATED PENALTY (FIRE SAFETY)				
189821		COUNTY OF UNION	400.00	#25000857 FIRE OFFICER 2 CLASS - CAPT. YASIN	12/01/2025	00/00/0000
Total: FIRE COMPLIANCE PENALTIES DEDICATED PENALTY (FIRE SAFETY)			400.00			
12-6120-00-0080-		- PAYROLL TRUST 0-203 WORKERS COMP				
12-6120-00-0080-010		- 0-203 WORKERS COMP 0-203 WORKERS COMP				
189776	12200366	TOWNSHIP OF WEST ORANGE	1,643.28		11/18/2025	11/21/2025
Total: PAYROLL TRUST 0-203 WORKERS COMP			1,643.28			
12-6120-00-0110-		- PAYROLL TRUST DEFINED CONTRIB RET PLAN(DCRP)				
12-6120-00-0110-010		- DEFINED CONTRIB RET PLAN(DCRP) DEFINED CONTRIB RET PLAN(DCRP)				
189773	12200365	TOWNSHIP OF WEST ORANGE	98.99		11/18/2025	11/21/2025
189776	12200366	TOWNSHIP OF WEST ORANGE	1,028.29		11/18/2025	11/21/2025
Total: PAYROLL TRUST DEFINED CONTRIB RET PLAN(DCRP)			1,127.28			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
12-6190-00-0990-		- SENIOR PROGRAM SENIOR PARTIES				
12-6190-00-0990-110		- SENIOR CLASSES SENIOR CLASSES				
189588		JENNIFER DELORENZI	900.00	#11 Older Adults Zumba Gold Class Fall Session 2025	10/29/2025	00/00/0000
189589		AMY BLOCK-HAMILTON	2,040.00	#25 Older Adults Yoga Class Fall Session 2025	10/29/2025	00/00/0000
189597		CHERALYN BUFFA	600.00	#7 Older Adults Strengthening with Weights Class Fall Session 2025	10/29/2025	00/00/0000
189600		CHERALYN BUFFA	1,800.00	#24 Older Adults Aerobics Class Fall Session 2025	10/29/2025	00/00/0000
189598		MANJIT PAMMI ANANDANI LLC	900.00	#3 Older Adults Chair Yoga Class Fall Session 2025	10/29/2025	00/00/0000
12-6190-00-0990-150		- BINGO BINGO				
189599		ROY PODBERESKY	250.00	#17 Older Adults Bingo Program Fall Session 2025	10/29/2025	00/00/0000
Total: SENIOR PROGRAM SENIOR PARTIES			6,490.00			
12-6770-00-8000-		- PROPERTY INSPECTION ESCROW PROPERTY INSPECTION ESCROW/ Name				
12-6770-00-8000-006		- Property Inspection/WO Plaza Property Inspection/WO Plaza				
189858		CME ASSOCIATES	318.00	#387883 PROF. SERVICES - SITE INSPECTION WO PLAZA DATED 11.24.25	12/01/2025	00/00/0000
Total: PROPERTY INSPECTION ESCROW PROPERTY INSPECTION ESCROW/ Name			318.00			
12-6830-00-0230-		- RECREATION TRUST FUND ROCK SPRING GOLF				
12-6830-00-0230-010		- SPECIAL EVENTS SPECIAL EVENTS				
189825		EBONY ODOM BARNES	300.00	10/4,10/11,10/18,10/25,11/2,11/9 2025 Special needs Basketball clinic	12/01/2025	00/00/0000
189824		KEVIN TENNET	130.00	11/10/25 Volleyball referee	12/01/2025	00/00/0000
189823		PHILIP HAMILTON	260.00	11/3,11/10 2025 Volleyball referee	12/01/2025	00/00/0000
Total: RECREATION TRUST FUND ROCK SPRING GOLF			690.00			
12-6830-00-0250-		- RECREATION TRUST FUND TRIP-DOLAN'S				

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
12-6830-00-0250-010		- VOLLEYBALL CLINIC VOLLEYBALL CLINIC				
	189826	DWAYNE JACKSON	150.00	10/13, 10/20 Volleyball Referee	12/01/2025	00/00/0000
Total: RECREATION TRUST FUND TRIP-DOLAN'S			150.00			
12-6830-00-0260-		- RECREATION TRUST FUND WRESTLING PROGRAM				
12-6830-00-0260-010		- WRESTLING PROGRAM WRESTLING PROGRAM				
	189827	ROBERT WEBER	750.00	#55521125 2026 Wrestling League fee	12/01/2025	00/00/0000
Total: RECREATION TRUST FUND WRESTLING PROGRAM			750.00			
12-6830-00-0390-		- RECREATION TRUST FUND SUBURBAN TRACK & FIELD				
12-6830-00-0390-010		- SUBURBAN TRACK & FIELD SUBURBAN TRACK & FIELD				
	189850	SPEED 4 SPORT	950.00	9/16/25-10/25/25 Fall XC Track	12/01/2025	00/00/0000
Total: RECREATION TRUST FUND SUBURBAN TRACK & FIELD			950.00			
12-6830-00-0420-		- RECREATION TRUST FUND ELEMENTARY BASKETBALL				
12-6830-00-0420-010		- ELEMENTARY BASKETBALL ELEMENTARY BASKETBALL				
	189849	OMOTAYO MEBUDGE JR	1,370.00	11/6/25-11/7/25 basketball camp	12/01/2025	00/00/0000
	189848	DAMIEN BETANCES	1,370.00	11/6/25-11/7/25 basketball camp	12/01/2025	00/00/0000
	189790	REGINALD MITCHELL	200.00	11/9/25-11/10/25 Travel BB tryouts	11/18/2025	00/00/0000
	189789	CANIECE WILLIAMS	200.00	11/9/25-11/10/25 Travel BB tryouts	11/18/2025	00/00/0000
	189788	FABIAN MONTPLAISIR	200.00	11/9/25-11/10/25 Travel BB tryouts	11/18/2025	00/00/0000
	189787	EBONY ODOM BARNES	200.00	11/9/25-11/10/25 Travel BB tryouts	11/18/2025	00/00/0000
Total: RECREATION TRUST FUND ELEMENTARY BASKETBALL			3,540.00			
12-6830-00-0490-		- RECREATION TRUST FUND SECURITY DEPOSIT-KATZ CENTER				
12-6830-00-0490-010		- SECURITY DEPOSIT-KATZ CENTER SECURITY DEPOSIT-KATZ CENTER				
	189852	ERICA WORRALL	125.00	Event date: 11/8/25 refund security deposit	12/01/2025	00/00/0000
Total: RECREATION TRUST FUND SECURITY DEPOSIT-KATZ CENTER			125.00			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
12-6830-00-0525-		- RECREATION TRUST FUND HANDICAPPED TRUST				
12-6830-00-0525-010		- HANDICAPPED TRUST HANDICAPPED TRUST				
189513		POSITIVE PROMOTIONS	1,827.71	#189513 Gifts for holiday party	10/20/2025	00/00/0000
Total: RECREATION TRUST FUND HANDICAPPED TRUST			1,827.71			
12-6830-00-0940-		- RECREATION TRUST FUND SPORTS CONDITIONING PROGRAM				
12-6830-00-0940-010		- SPORTS CONDITIONING PROGRAM SPORTS CONDITIONING PROGRAM				
189851		MZA GROUP SPEED & AGILITY	4,130.00	10/20/25-11/24/25 sports conditioning	12/01/2025	00/00/0000
Total: RECREATION TRUST FUND SPORTS CONDITIONING PROGRAM			4,130.00			
12-6950-00-2560-		- EXTRA DUTY SECURITY EXTRA DUTY SOLUTIONS				
12-6950-00-2560-		- EXTRA DUTY SOLUTIONS EXTRA DUTY SOLUTIONS				
189776	12200366	TOWNSHIP OF WEST ORANGE	3,840.00		11/18/2025	11/21/2025
189776	12200366	TOWNSHIP OF WEST ORANGE	66,800.00		11/18/2025	11/21/2025
189776	12200366	TOWNSHIP OF WEST ORANGE	22,137.50		11/18/2025	11/21/2025
Total: EXTRA DUTY SECURITY EXTRA DUTY SOLUTIONS			92,777.50			
Fund Total: 12			332,671.35			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
20-6800-00-7970-		- DEVELOPERS ESCROW PB-24-01/West Essex Highlands LLC				
20-6800-00-7970-		- PB-24-01/West Essex Highlands LLC PB-24-01/West Essex Highlands LLC				
189776	20200188	TOWNSHIP OF WEST ORANGE	700.00		11/18/2025	11/21/2025
189761		JOSEPH FAGAN	415.00	November 10, 2025+1HR OT Zoom Moderator	11/18/2025	00/00/0000
189760		JOSEPH FAGAN	350.00	October 29, 2025 Zoom Moderator	11/18/2025	00/00/0000
189762		DIANA POWELL MCGOVERN	750.00	10/29/2025 Professional services rendered	11/18/2025	00/00/0000
189763		DIANA POWELL MCGOVERN	750.00	11/10/2025 Professional services rendered	11/18/2025	00/00/0000
189764		WORRALL COMMUNITY NEWSPAPERS	36.00	#320912 - Master Amendment	11/18/2025	00/00/0000
189765		NJ ADVANCE MEDIA, LLC	129.86	#0011041146 - Notice of Master Plan Amndment & West Essex Highlands	11/18/2025	00/00/0000
189766		WORRALL COMMUNITY NEWSPAPERS	29.16	#317515 - 9/10/25 PB Special Meeting	11/18/2025	00/00/0000
189767		WORRALL COMMUNITY NEWSPAPERS	9.00	#314237 - 6/23/25 PB meeting results Warner Rd	11/18/2025	00/00/0000
189768		WORRALL COMMUNITY NEWSPAPERS	9.36	#320914 - Results PB special mtg 10/29/25	11/18/2025	00/00/0000
189769		WORRALL COMMUNITY NEWSPAPERS	33.84	#320031 - PB Special Meeting 10/29/25	11/18/2025	00/00/0000
189757		NISHUANE GROUP LLC	500.00	#4335 - 4/30/2025 Attend planning board meeting	11/18/2025	00/00/0000
189756		NISHUANE GROUP LLC	500.00	#3907 - 9/11/2024 attend planning board hearing	11/18/2025	00/00/0000
189758		NISHUANE GROUP LLC	1,000.00	#4580 - 8/13/2025-8/25/2025 Attend planning board hearing	11/18/2025	00/00/0000
189759		NISHUANE GROUP LLC	650.00	#4629 - Attend planning board hearing	11/18/2025	00/00/0000
Total: DEVELOPERS ESCROW PB-24-01/West Essex Highlands LLC			5,862.22			
20-6800-00-8170-		- DEVELOPERS ESCROW PB-25-04/BLUE VIOLET GROW LLC				
20-6800-00-8170-		- PB-25-04/BLUE VIOLET GROW LLC PB-25-04/BLUE VIOLET GROW LLC				
189786		HEYER, GRUEL & ASSOC, P.A.	1,657.50	#44440 - Work on project	11/18/2025	00/00/0000
Total: DEVELOPERS ESCROW PB-25-04/BLUE VIOLET GROW LLC			1,657.50			
20-6810-00-8070-		- DEVELOPERS ESCROW ZB-24-06 /325 Mt. Pleasant Ave				
20-6810-00-8070-		- ZB-24-06 /325 Mt. Pleasant Ave ZB-24-06 /325 Mt. Pleasant Ave				

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
189855		SAVO, SCHALK, CORSINI, WARNER	97.50	Invoice: 5324	12/01/2025	00/00/0000
189859		CME ASSOCIATES	92.50	Invoice 387673	12/01/2025	00/00/0000
189861		WORRALL COMMUNITY NEWSPAPERS	18.72	Invoice 321169 - Sp ZBA Mtg Announcement	12/01/2025	00/00/0000
Total: DEVELOPERS ESCROW ZB-24-06 /325 Mt. Pleasant Ave			208.72			
20-6810-00-8150- - DEVELOPERS ESCROW ZB-25-02 /12-22 Woodland Ave.						
20-6810-00-8150- - ZB-25-02 /12-22 Woodland Ave. ZB-25-02 /12-22 Woodland Ave.						
189846		CME ASSOCIATES	508.75	Invoice 387670	12/01/2025	00/00/0000
Total: DEVELOPERS ESCROW ZB-25-02 /12-22 Woodland Ave.			508.75			
20-6810-00-8170- - DEVELOPERS ESCROW ZB-25-07 / Mavis Tire Supply, LLC						
20-6810-00-8170- - ZB-25-07 / Mavis Tire Supply, LLC ZB-25-07 / Mavis Tire Supply, LLC						
189854		CME ASSOCIATES	106.00	Invoice 387667	12/01/2025	00/00/0000
189843		CME ASSOCIATES	138.75	#0388388	12/01/2025	00/00/0000
189844		CME ASSOCIATES	318.00	#0388387	12/01/2025	00/00/0000
189860		CME ASSOCIATES	1,508.25	#0387668	12/01/2025	00/00/0000
Total: DEVELOPERS ESCROW ZB-25-07 / Mavis Tire Supply, LLC			2,071.00			
20-6810-00-8180- - DEVELOPERS ESCROW ZB-25-08 /127 Mitchell Street LLC						
20-6810-00-8180- - ZB-25-08 /127 Mitchell Street LLC ZB-25-08 / 127 Mitchell Street LLC						
189847		CME ASSOCIATES	185.00	Invoice 388389	12/01/2025	00/00/0000
Total: DEVELOPERS ESCROW ZB-25-08 /127 Mitchell Street LLC			185.00			
20-6820-00-0000- - DEVELOPERS ESCROW-INTEREST Performance Bond/26 S. Valley Rd, WO						
20-6820-00-0000-140 - Maintenance Bond - Stone Hill 1000-3000 Executive Drive Maintenance Bond - Stone Hill 1000-3000 Executive Drive						
189785		GREEN ESSEX PARTNERS URBAN	48,513.00	11/12/2025 res 247-25 return of maint bond	11/18/2025	00/00/0000
Total: DEVELOPERS ESCROW-INTEREST Performance Bond/26 S. Valley Rd, WO			48,513.00			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
20-6820-00-0010-		- DEVELOPERS ESCROW-INTEREST Performance Bond/955 Pleasant Valley Way				
20-6820-00-0010-		- Performance Bond/955 Pleasant Valley Way Performance Bond/955 Pleasant Valley Way				
189780		ARCO/MURRAY NATIONAL HOLDINGS	10,150.08	11/12/25 res 246-25 return of performance bond	11/18/2025	00/00/0000
Total: DEVELOPERS ESCROW-INTEREST Performance Bond/955 Pleasant Valley Way			10,150.08			
Fund Total: 20			69,156.27			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
22-2010-00-6690-		- EXPENDITURE CONTROL EXPENDITURE CONTROL				
22-2010-00-6690-010		- BUDGET APPROPRIATION RECEIVED BUDGET APPROPRIATION RECEIVED				
189881	22200031	CLAIMS RESOLUTION CORPORATION	27,375.51	ROLLUPS/CLAIMS 11/24/2025	12/02/2025	12/02/2025
22-2010-00-6690-022		- WORKERS COMP CLAIMS WORKERS COMP CLAIMS				
189837		GARDEN STATE MUNICIPAL JIF	499.60	#222238 sir oct 2025	12/01/2025	00/00/0000
Total: EXPENDITURE CONTROL EXPENDITURE CONTROL			27,875.11			
Fund Total: 22			27,875.11			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
32-2010-00-1000-		- EXPENDITURE CONTROL	EXPENDITURE CONTROL			
32-2010-00-1000-010		- PAYROLL DEDUCTIONS	PAYROLL DEDUCTIONS			
189773	32200030	TOWNSHIP OF WEST ORANGE	333.44		11/18/2025	11/21/2025
189776	32200031	TOWNSHIP OF WEST ORANGE	329.80		11/18/2025	11/21/2025
Total: EXPENDITURE CONTROL			EXPENDITURE CONTROL	663.24		
Fund Total: 32				663.24		

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
42-2020-00-0000-		- SECTION 8 RESERVES	SECTION 8 RESERVES			
42-2020-00-0000-142		- SALARIES & WAGES	SALARIES & WAGES			
189773	42200030	TOWNSHIP OF WEST ORANGE	4,075.73		11/18/2025	11/21/2025
189773	42200030	TOWNSHIP OF WEST ORANGE	1,348.80		11/18/2025	11/21/2025
189773	42200030	TOWNSHIP OF WEST ORANGE	569.23		11/18/2025	11/21/2025
189773	42200030	TOWNSHIP OF WEST ORANGE	49.96		11/18/2025	11/21/2025
189773	42200030	TOWNSHIP OF WEST ORANGE	213.62		11/18/2025	11/21/2025
Total: SECTION 8 RESERVES			6,257.34			
Fund Total: 42			6,257.34			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
52-2010-00-2024-		- DUE FROM ESSEX COUNTY HUD	DUE FROM ESSEX COUNTY HUD			
52-2010-00-2024-020		- DUE FROM ESSEX COUNTY HUD	FRANKLIN AVE IMP.			
188994		SMITH SONDY ASPHALT CONST INC	39,566.14	Engineer's Cert. No. 1 RES 168-25 2024 CDBG RD REHAB	08/12/2025	00/00/0000
Total: DUE FROM ESSEX COUNTY HUD			39,566.14	DUE FROM ESSEX COUNTY HUD		
Fund Total: 52			39,566.14			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
62-2010-00-6690-		- EXPENDITURE CONTROL EXPENDITURE CONTROL				
62-2010-00-6690-062		- MUNICIPAL INSURANCE MUNICIPAL INSURANCE				
189798		GARDEN STATE MUNICIPAL JIF	24,573.99	#221551 payment 2 of 20 special assessment	11/20/2025	00/00/0000
Total: EXPENDITURE CONTROL EXPENDITURE CONTROL			24,573.99			
Fund Total: 62			24,573.99			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
63-2010-00-6690-		- EXPENDITURE CONTROL EXPENDITURE CONTROL				
63-2010-00-6690-		- EXPENDITURE CONTROL HEALTH BENEFIT CLAIMS - IDA				
189875	63200037	MERITAIN HEALTH	719,564.13	11-18-2025 CLAIMS	11/25/2025	11/25/2025
189877	63200038	MERITAIN HEALTH	345,915.95	11-25-2025 CLAIMS	12/01/2025	12/01/2025
189879	63200039	MERITAIN HEALTH	43,002.12	EXCESS-LOSS CLAIMS PAYMENT FROM LIBERTY INS REIMBURSEMENT	12/01/2025	12/02/2025
189880	63200040	MERITAIN HEALTH	69,575.35	EXCESS-LOSS CLAIMS PAYMENT FROM LIB. INS REIMBURSEMENT	12/01/2025	12/01/2025
Total: EXPENDITURE CONTROL EXPENDITURE CONTROL			1,178,057.55			
Fund Total: 63			1,178,057.55			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
72-2010-00-6900-		- OPEN SPACE FUND OPEN SPACE FUND				
72-2010-00-6900-072		- OPEN SPACE EXPENDITURES OPEN SPACE EXPENDITURES				
183765		THE LAND CONSERVANCY OF NJ	2,000.00	#4054 (ERI) ENVIRONMENTAL RESOURCE INVENTORY	04/04/2024	00/00/0000
Total: OPEN SPACE FUND OPEN SPACE FUND			2,000.00			
Fund Total: 72			2,000.00			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
91-2010-00-8762-		- BUDGET RETIRED CITIZENS PROGRAM O/E				
91-2010-00-8762-201		- RETIRED CITIZENS PROGRAM O/E HOLIDAY DINNER				
189869		GRANATA CORP	3,850.00	#E05047 Annual Holiday Dinner for Older Adults 2025- **figures to be updated w	12/01/2025	00/00/0000
Total: BUDGET RETIRED CITIZENS PROGRAM O/E			3,850.00			
Fund Total: 91			3,850.00			

Township of West Orange

Bills List

Total: 740.00

User: liliana 12/03/2025 11:42:05

Date: 12/04/2025 To 12/04/2025 Acc: 01- To 99-9999-99-9999-999 Order By :Account

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
01-2010-00-5003-		- BUDGET POLICE O/E				
01-2010-00-5003-020		- POLICE O/E PETTY CASH				
189688	25102233	E Z PASS CUSTOMER SERVICE	200.00	9.10.25-10.09.25 to replenish account 1000 0000 0464 7	11/07/2025	11/17/2025
Total: BUDGET POLICE O/E			200.00			
01-2010-00-7902-		- BUDGET CENTRAL AUTOMOTIVE O/E				
01-2010-00-7902-151		- CENTRAL AUTOMOTIVE O/E AUTO PARTS				
187041	25102221	ENTERPRISE FM TRUST	540.00	STMT #610665-110525 maint	02/14/2025	11/17/2025
Total: BUDGET CENTRAL AUTOMOTIVE O/E			540.00			
Fund Total: 01			740.00			

REVISED

PUBLIC MEETING AGENDA

Township of West Orange

66 Main Street – 7:00 p.m.

Tuesday, December 9, 2025-Meeting No. 27

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The notice for this meeting was emailed to the Star Ledger and the West Orange Chronicle on **January 7, 2025, and published in the West Orange Chronicle on **January 16, 2025**.**

Statement of Decorum

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

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

Pledge of Allegiance

- 1. Public Comment**
- 2. *Consent Agenda**
- 3. *Approval of Minutes of Previous Meeting – Public Meeting November 24, 2025**
- 4. *Report of Township Officers – None**
- 5. *Reading of Petitions and Communications and Bids**
- 6. *Bill List**
- 7. *Resolutions**
 - a. 261-25 Resolution Authorizing a Contract to Cerbo’s Parsippany Green Houses, Inc, 440 Littleton Road, Parsippany, NJ 07054 for the Purchase of Trees, Root Barriers and Deer Fencing in the Amount of \$79,000.00 with an Additional \$12,000.00 to Install Deer Fencing and Root Barriers, if needed. (Reynolds)**
 - b. 273-25 Resolution Authorizing the Township to Apply for the 2026 Community Development Block Grant Program Funds through the County of Essex (Carballo)**
 - c. 274-25 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)**

- d. **275-25** Resolution Authorizing the Release of the Performance Bond Posted by CSH West Orange, LLC the Developer of The Chelsea at West Orange, 609 Eagle Rock Avenue, West Orange, NJ 07052, Block 152.22, Lot 1412.01 to Guarantee the Installation of Certain Off-Site Improvements in the Amount of \$7,410.44, be Released Subject to Posting a Two-year Maintenance Bond with the Township in the Amount of \$47,784.00 (Carballo)
- e. **276-25** Resolution Authorizing an Award of Contract for Tree Removal Services to Rich Tree Service, Inc., 325 Bergen Street, S. Plainfield, NJ 07080, and to Beucler Tree Experts, 48 Harold St., Tenafly, NJ 07670 and to Downes Tree Service Co., Inc., 65 Royal Ave., Hawthorne, NJ 07970 in an Amount Specified on the Resolution (Reynolds)
The current contract expires on 12.31.25.
- f. **277-25** Resolution Authorizing an Award of Contract for 2026 Emergency Tree Services to Rich Tree Service, Inc., 325 Bergen Street, S. Plainfield, NJ 07080 and to SAVATREE, 1248 Sussex Turnpike, Mt. Freedom, NJ 07970 in an Amount Specified on the Resolution (Reynolds)
The current contract expires on 12.31.25.
- g. **278-25** Resolution Approving the Governor's Council on Substance Use Disorder Fiscal Grant Cycle July 1, 2026 to June 30, 2027 (VanDyke)
- h. **279-25** Resolution Authorizing the 2025 Agreement Between Township of West Orange and Rutgers New Jersey Medical School Global Tuberculosis Institute (Fonzino)
- i. **280-25** Resolution Authorizing the Collector of Taxes to Refund Payment to the Attorney of the Listed Taxpayer Due to an Overpayment of Taxes Due to a County Board Judgment (Longo)
- i. **281-25** Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to Veteran Exemption (Longo)
- j. **282-25 REMOVED**
- k. **283-25 REMOVED**
- l. **284-25** Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due To an Overpayment of Fourth Quarter Tax Payment (Longo)
- m. **285-25** Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court Of New Jersey (Longo)
- n. **286-25** Resolution Authorizing the Township to Apply for the U.S. DOT Grant Agreement Under the FY 2024 Safe Streets and Roads for All Grant Program (Carballo)
- o. **287-25** Resolution Authorizing Court Room Security Contract (Legal-Semeraro)
- p. **288-25** Resolution Authorizing an Executive Session for the Purpose of discussing the following:
 - 1. 80 Main Street - Potential Litigation Attorney/Client Communication
 - 2. Attorney/Client Communication/Legal Advice re: Communications During Meetings;
 - 3. Personnel - Consent for Outside Counsel to Perform Investigation (Legal-Semeraro)

Ordinances on Second and Final Reading

- a. **2945-25** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-21, Multi-way Stops of the Revised General Ordinances of the Township of West Orange (Carballo)

The Ordinance, which amends the Traffic Regulations of the Township, designates the intersection listed as a Multi-Way Stop intersection with Stop signs on all approaches. Due to the safety concerns and multiple requests from Township residents, the Township's Engineering Division authorized a Traffic Study by Bright View Engineering (BVE) that determined that a Multi-Way Stop intersection would allow safe movement of vehicles and pedestrians, especially during rush hours and school dismissal hours.

8. Ordinances on First Reading-None

9. Pending Matters/New Matters/Council Discussion

- 2026 Council Connection Dates
- 80 Main Street Proposal

10. ABC Hearing(s)-None

11. Adjournment

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

Please click the link below to join the webinar:

ZOOM LINK:

<https://us02web.zoom.us/j/87241852856?pwd=m41luDUFBLnbmupQiv2tuGzEIR5829.1>

Webinar ID: 872 4185 2856

Passcode: 135624

Dial in: 646 931 3860

Public Comment – In Person Only

Next Meeting Date(s): Tuesday, January 6, 2026

The agenda is subject to change.

HAPPY HOLIDAYS!

RESOLUTION

WHEREAS, in October 2025, the Township of West Orange (the “Township”) issued a set of bid specifications (the “Specifications”) for a proposed contract for the purchase and planting of 200 trees and purchase and installation of root barriers and deer fencing; and

WHEREAS, the Specifications provided a list of tree species to be purchased and planted pursuant to the proposed contract, including six (6) native species of trees; and

WHEREAS, the Specifications required bidders to submit bids based which reflected the size of the trees to be purchased; and

WHEREAS, on November 14, 2025 the Township received five (5) bids in response to the Specifications, including the lowest bid submitted in the amount of **\$79,000.00** and **\$10.00** per tree to install deer fencing and **\$50.00** per tree to install root barriers from:

**Cerbo’s Parsippany Green Houses, Inc
440 Littleton Road
Parsippany, NJ 07054**

(“Cerbos”); and

WHEREAS, the Shade Tree Expert is satisfied with the past work of Cerbos; and

WHEREAS, the Shade Tree Expert wishes to award said contract in the amount of \$79,000.00 with an additional \$12,000.00 if needed, to install deer fencing and root barriers; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Township is hereby authorized to award the Contract for the purchase of trees, root barriers and deer fencing to Cerbo’s pursuant to the bid submitted in response to the Specifications; and be it further

RESOLVED, that the Certified Checks and/or Bid Bonds submitted by all bidders, except Cerbo’s, be released and returned to all other bidders; and be it further

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

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

Joe Krakoviak, Council President

Adopted: December 9, 2025

I hereby certify funds are available from:

ACCOUNT NO.
01-2010-00-7202-200 NOT TO EXCEED
\$91,000.00

John Ditinyak, Chief Financial Officer

Any exceptions to these specifications must be clearly expressed below, identifying the specification by section number, the exception being sought by the Vendor, and the justification that shows the exception to be at least equal to the specification.

N/A

70

PROPOSAL
BY

CERBO'S PARSIPPANY GREENHOUSES, ± MC.

(Bidder's Name)

440 Littleton Rd, Parsippany, NJ 07054

(Address and Phone Number)

973-334-2623

TO THE

**TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY**

FOR

2026 TREE PLANTING AT VARIOUS LOCATIONS

The Work under this Contract includes tree planting and maintenance to comply with the Work described in this Specifications.

The UNDERSIGNED, as Bidder, declares that the only persons or parties interested in this Proposal as principals are named herein; that this Proposal is in all respects fair and without collusion or fraud; that no officer or employee of the Township is directly or indirectly interested in this Bid or the Work of this Contract or in any portions of the profits thereof; that he has carefully examined the annexed Instructions to Bidders, Notice to Bidders (Invitation to Bid), General Instructions and Conditions, Special Provisions and supplementary Specifications; that he or his representative has made a personal inspection of the site of the proposed Work; and that he proposes and agrees that if this Proposal is accepted, he will contract with the abovenamed Township, in the form of contract hereto annexed, and to provide the necessary machinery, tools, apparatus, and other means of construction, and to furnish all the materials, equipment and labor specified in the contract in the manner and time therein specified, and according to the requirements of the Township as therein set forth, and that he will take in full payment therefore the following prices to wit:

NOTE: Complete and submit the loose, unbound copy of this Proposal Form only.

2026 TREE PLANTING AT VARIOUS LOCATIONS

TREE LIST

Contractor Purchase and Planted Trees Spring 2026			
Latin name	Common name	Quantity	Minimum Size
Carpinus Caroliniana	American Hornbeam	33	2-2.5" B&B or 15-gallon
Celtis Occidentalis	American Hackberry	33	2-2.5" B&B or 15-gallon
Cercis Canadensis	Red Bud	35	2-2.5" B&B or 15-gallon
Liquidambar Styraciflua Rotundiloba	Sweet Gum Seedless	33	2-2.5" B&B or 15-gallon
Ulmus Americana Princeton	Princeton Elm	33	2-2.5" B&B or 15-gallon
Nyssa Sylvatica	Sour Gum	33	2-2.5" B&B or 15-gallon
TOTAL TREE COUNT TO BE PURCHASED BY CONTRACTOR (Allow for minor quantity adjustments) 200			

Note: in the event that specified stock is unavailable, contractor shall provide a list with alternate tree species, alternate sizes, and/or containerized stock information on a separate sheet attached to the bid form. Pricing on the bid form should reflect the proposed alternates.

Bid price to plant item 1 (200) 2" to 2.5" or 15-gallon Street trees including planting, purchase of specified tree species from list, Deer tree guard, Arbortie, 3 stakes, 2"-3" mulch, topsoil backfill, maintenance and guarantee according to specifications.

\$ 79,000.⁰⁰
PRICE TO PLANT Item 1 TREES IN WORDS

SEVENTY-NINE Thousand
PRICE TO PLANT Item 1 TREES IN NUMBERS

Price of Installation of root barrier to protect sidewalk and curbs

\$ 50.⁰⁰ per tree

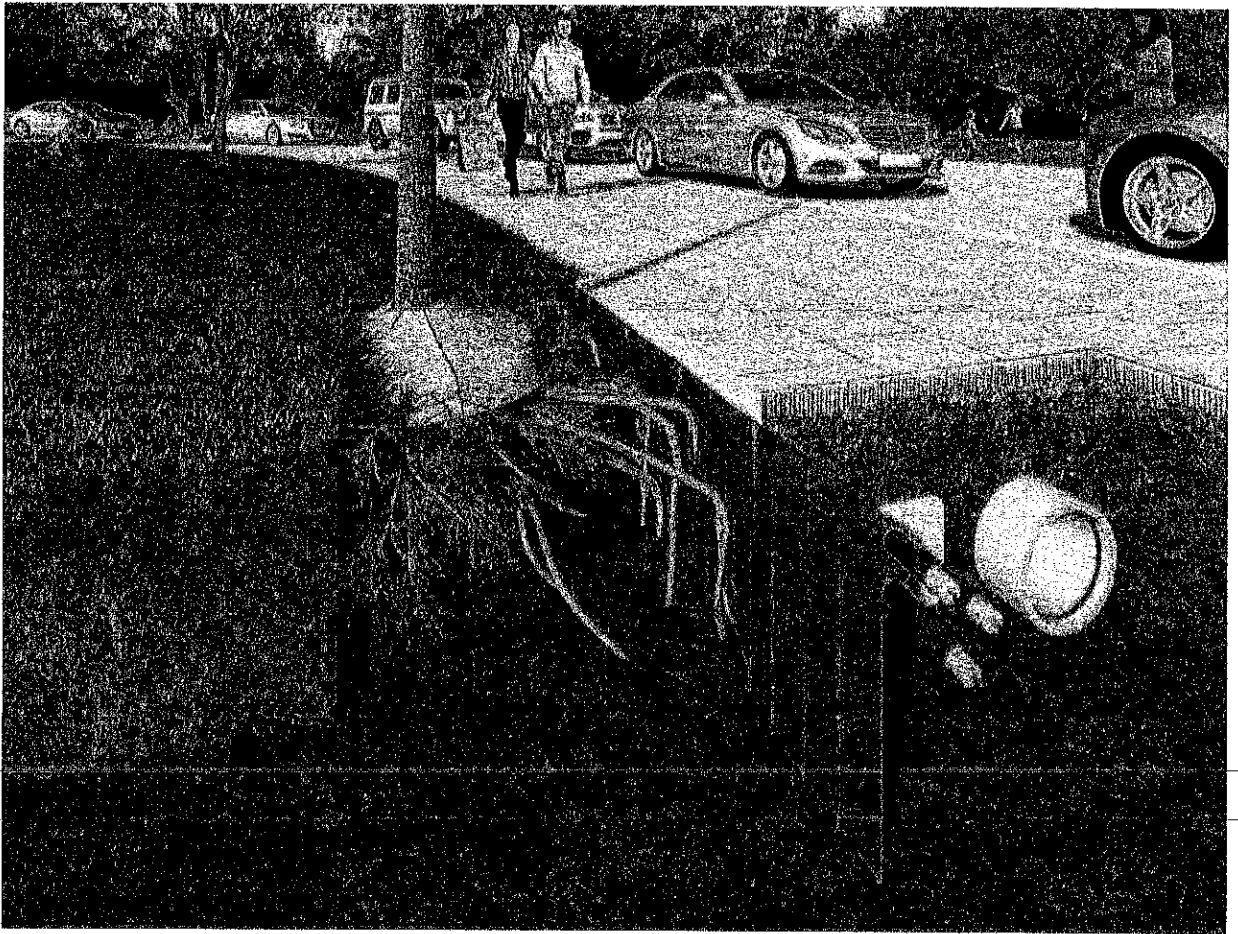
Price of installation of deer fencing to protect trees from deer browse

\$ 10.⁰⁰ per tree

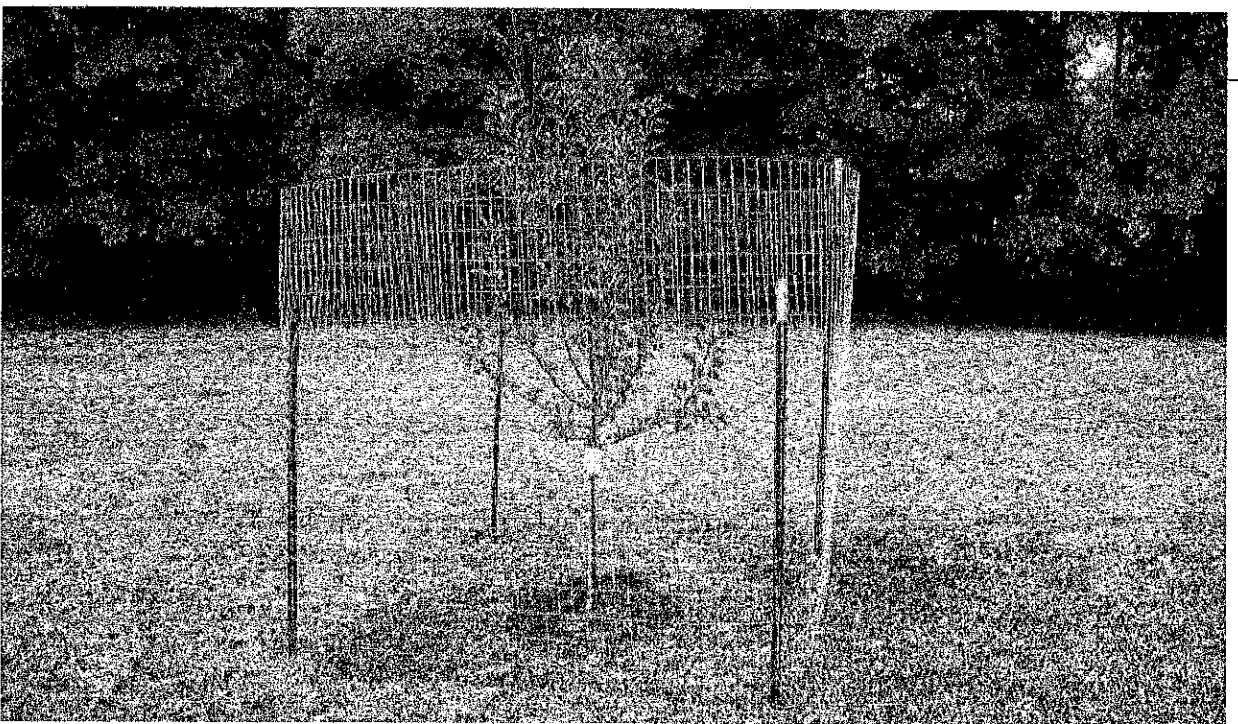
The amount of the Performance and Payment Bond and the amount of the Bid Bond will be based on the total amount of trees scheduled to be planted at time of award.

The planting shall be completed by March 15, 2026. The Township will provide a list of locations with up to 200 trees to be planted with specific tree quantities per species to the awarded vendor prior to commencement of work. The bid price should take in consideration that any of the species from list of trees might be used or not. Several planting periods may occur during this time frame. It is the Township's option if it chooses to award the unit prices for additional work.

Hard plastic protective root barrier to be installed at least 24" in depth along curb or sidewalk as directed. See picture for example. After bid is awarded contractor to provide specifications of product that will be used.



ROOT BARRIER



DEER FENCING

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
Principal, and _____ as Surety, is

hereby held and firmly bound unto _____ as Owner, in the Penal Sum of

(\$ _____) for the payment of which, well and
truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____ 20____

The condition of the above obligation is such that whereas the Principal has submitted to

a certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the

NOW THEREFORE,

A) If said bid shall be rejected or in the alternative,

B) If said bid shall be accepted and the Principal shall execute and deliver a contract properly completed in accordance with said bid and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

BY: _____
Witness

Surety

BY: _____
Witness

Attorney-in-Fact

CERTIFIED check enclosed.

Cynthia Cooper V.P.

Accompanying this Proposal is a Consent of Surety and a Bid Guarantee, in the form of a Bid Bond (X), a Certified or Cashier's Check (), payable to the order of the

_____ in the sum
of Seven Thousand Nine Hundred
_____ Dollars \$ 7900.⁰⁰

which the undersigned agrees is to be forfeited as liquidated damages, and not as a penalty, if the contract is awarded to the undersigned and the undersigned shall fail to execute the Contract for the Project or to furnish the Bond required within the stipulated time, otherwise, the check will be returned to the undersigned.

The Undersigned is Either an ☐ Individual, ☐ a Partnership or a ☒ Corporation under the Laws of the State of NJ

_____ having principal offices at 440 Littleton Rd.
Parsippany, NJ 07054

Telephone Number 973-334-2623

Trade Name of Bidder CERBO'S PARSIPPANY GREENHOUSES, Inc

1. Signed by Anthony CERBO III

Signature [Signature]

Title PRESIDENT

2. Signed by CYNTHIA COOPER

Signature [Signature]

Title V.P.

Signed this 3RD day of November, 20 25

NOTE: If a partnership, all partners must sign. If a corporation, the president and at least one other officer must sign. If a proprietorship, the proprietor must sign. Proposals signed by an agent must be accompanied by a Power-of-Authority for the Principal or Principals involved.

Attached additional signature sheets in the above form if necessary.

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

CERTIFIED CHECK ENCLOSED.

To: _____
(Owner)

Re: CORBO'S PARSIPPANY GREENHOUSES, INC.
(Contractor)

(Project Description)

This is to certify that the _____
(Surety Company)

will provide to _____ a performance bond in
(Owner)
the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

(CONTRACTOR)
[Signature]
(Authorized Agent of Surety Company)

Date: _____

CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AUTHORIZED TO DO BUSINESS
IN NEW JERSEY AND NOT BY THE
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: CERBO'S PARSIPPANY GREENHOUSES, INC

Organization Address: 440 Littleton Rd., PARSIPPANY, NJ 07054

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address
Anthony CERBO III	80 Branchville-Lawson Rd Newton, NJ 07860
Joseph R. Cerbo	7 Wildwood Trail Newton, NJ 07860
Cynthia A Cooper	26 Stirling Rd, Parsippany, NJ 07054

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

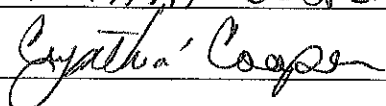
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
N/A	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address
N/A	

Part IV Certification

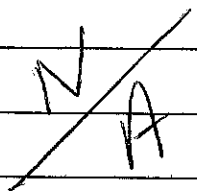
I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Township of West Orange** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **Township of West Orange** to notify the **Township of West Orange** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Township of West Orange** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	CYNTHIA COOPER	Title:	V.P.
Signature:		Date:	11-3-25

SUBCONTRACTOR LIST

The Contractor shall list below all Subcontractors that will be working on this Project. Business Registration, New Jersey Public Works Contractor Certification and proof of insurance must be submitted prior to award of Contract.

A Valid Business Registration issued by the State of New Jersey is to be provided prior to the Award of Contract. The Business Registration Certificate must be obtained by the Subcontractor prior to the receipt of Bids, however, a Business Registration Certificate is not required in the submission of the Proposal forms for this Contract.

<u>Name of Subcontractor</u>	<u>Address/Telephone #</u>	<u>Work to be performed</u>
		

DATE: 11-3-25

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

TOWNSHIP OF WEST ORANGE

2026 TREE PLANTING AT VARIOUS LOCATIONS

Pursuant to N.J.S.A. 40A: 11-23. 1a, the undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the Bid Advertisement, Specifications or Bid Documents. By indicating date of receipt, Bidder acknowledges the submitted Bid takes into account the provisions of the Notice, Revision or Addendum. Note that the local unit's record of notice to Bidders shall take precedence and that failure to include provisions of changes in a Bid Proposal may be subject for rejection of the Bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (Mail, Fax, Picked Up)	Date Received

☒ **NO ADDENDUM RECEIVED (check off if nothing received)**

Acknowledgment by Bidder:

Name of Bidder: CERBO'S PARSIPPANY GREENHOUSES, INC.

By Authorized Representative: CYNTHIA COOPER

Signature: Cynthia Cooper

Printed Name and Title: CYNTHIA COOPER V.P.

Date: 11-3-25

CONSENT OF SURETY

N/A

In consideration of the premises and of one Dollar (\$1.00), lawful money of the United States, it is in hand paid by the CONTRACTOR, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the Contract, for which the proceeding estimate and Proposal is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, in an amount equal to one hundred (100%) percent of the contract price, and will execute it as party of the third part thereto when required to do so by the OWNER, and if the said CONTRACTOR shall omit or refuse to execute such Contract, if so awarded, it will pay without proof of notice and on demand to the OWNER any increase between the sum to which the said CONTRACTOR would have been entitled upon the completion of the said contract and the sum which the said OWNER may be obligated to pay to another contractor to whom the contract may be afterwards awarded, the amount in such case to be determined by the bids plus the cost, if any, of re-advertising for bids for this work, less the amount of any certified check or bid bond payable and received.

In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this _____ day of _____, 20_____.

(A corporate acknowledgement and statement of authority to be here attached by the surety company.)

(Surety Company)

BY _____
(Surety Company Attorney-in-Fact)
Attest:

(Surety may substitute a similar statement subject to the OWNER'S approval.)

CERTIFIED Check enclosed

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS N.J. S.A. 10:5-31, et seq. (N.J.A.C. 17:27)

If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A. 10:531, et seq., and N.J.A.C. 17:27. Within five (5) days after receipt of the notification of intent to award the contract, the Bidder shall present one of the following:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4.

The Bidder must submit no later than three (3) days after the signing of the Contract an Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

Bidders are referred to the Bidder's Information Section of the Bid Packet for a further description of the above requirements.

NO BIDDER MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31, et seq.

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes _____ (If yes, submit a copy of such approval.)

No

2. Do you have a State Certificate of Employee Information Report approval?

Yes _____ (If yes, submit a copy of such approval.)

No

The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31, et seq., and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____ NAME: _____

SIGNATURE: _____ TITLE: _____

NOTE: A bid must be rejected as non-responsive if a Bidder fails to comply with requirements of N.J.S.A. 10:5-31, et seq., within stipulated time.

TOWNSHIP OF WEST ORANGE

AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF ESSEX

I, Cynthia Cooper, of the (Township, City, Town, Township) of
Parsippany, In the County of Morris, State of
New Jersey, of full age, being duly sworn according to law on my
oath depose and say that:

1. I am (President, Partner, Owner) of the firm of CERBO'S Parsippany Greenhouses, Inc.
A Bidder making a Proposal upon the Project entitled 2026 Tree Planting at Various Locations
2. I am familiar with the Affirmative Action requirement of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
3. The firm has complied with all the Affirmative Action requirements of the State of New Jersey, including those required by N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
4. I am aware that if the firm does not comply with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and rules and regulations issued pursuant thereto, that no monies will be paid by the State of New Jersey, County of Hudson, Township of West Orange, until an Affirmative Action Plan is approved. I am also aware that the Contract may be terminated and the firm may be debarred from all public contracts for a period of up to five (5) years.
5. I am aware that this affidavit does not fulfill the Affirmative Action requirements of the State of New Jersey and that further action on my part is necessary as provided in section C-58 of the corresponding Specification.

Sworn _____ and
subscribed _____

Signature of Authorized Representative

before me this day of _____, 20____

Name and Title

Seal-Notary Public of NJ

Firm's Address

My commission expires _____

EQUIPMENT LIST

The Contractor shall list below all equipment, owned or leased by him, that is available for use in connection with the attached Bid Proposal.

CAPACITY UNIT	MANUFACTURER AND MODEL	YEAR
------------------	---------------------------	------

[illegible]

DATE: _____

Certificate Number
653045

Registration Date: 10/30/2025
Expiration Date: 10/29/2027



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Cerbo's Parsippany Greenhouses, Inc.

Responsible Representative(s):

Anthony Cerbo, President

Cynthia Cooper, Vice-President

Responsible Representative(s):

Joseph Cerbo, Vice-President

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

PUBLIC WORKS CONTRACTOR REGISTRATION

All bidders, contractors and subcontractors must be registered by the New Jersey Department of Labor as a Public Works Contractor at the times bids are received pursuant to the Public Works Contractor Registration Act (P.L. 2003, c.91, N.J.S.A. 34:11-56.51).

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of N.J.S.A. 19:44A-20.26. This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Ownership Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I - Vendor Information

Vendor Name:	CORBO'S Parsippany GREENHOUSES, Inc		
Address:	440 Littleton Rd,		
City:	Parsippany	NT State:	Zip: 07054

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature Cynthia Capoc Printed Name Cynthia Capoc Title V.P.
Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$
N/A			

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ____ of ____

Vendor Name:

[illegible]

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name: Essex

State: Governor

Legislative District #: 26, 27, 28, 29, 34, & 40

State Senator and two members of the General Assembly per district.

County:

County Commissioners	County Clerk	Sheriff
County Executive	Surrogate	Registrar of Deeds

Municipalities (Mayor and members of governing body, regardless of title):

Belleville Township	Irvington Township	Orange City
Bloomfield Township	Livingston Township	Roseland Borough
Caldwell Borough	Maplewood Township	South Orange Village
Cedar Grove Township	Millburn Township	Verona Township
East Orange City	Montclair Township	West Caldwell Township
Essex Fells Township	Newark City	West Orange Township
Fairfield Township	North Caldwell Borough	
Glen Ridge Borough	Nutley Township	

Boards of Education (Members of the Board):

Belleville Town
Bloomfield Township
Caldwell-West Caldwell
Cedar Grove Township
Essex Fells Borough
Fairfield Township
Glen Ridge Borough
Irvington Township
Livingston Township
Millburn Township
Newark City
North Caldwell Borough
Nutley Town
Roseland Borough
South Orange
Maplewood
Verona Borough
West Essex Regional
West Orange Town

Fire Districts (Board of Fire Commissioners):

NONE

NON-COLLUSION AFFIDAVIT

TOWNSHIP OF WEST ORANGE

COUNTY OF ESSEX

I, Cynthia Cooper of the (Township, City, Town, Township) of
PARSIPPANY in the County of Morris
and the State of NJ of full age, being duly sworn according to law on

my oath depose and say that:

I am V.P. of the firm of CERBO'S PARSIPPANY GREENHOUSES, INC.

The Bidder making the Proposal for the above named Project, and that I executed the said Proposal with full authority so to do; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Township of West Orange relies upon the truth of the statements contained in this affidavit in awarding the Contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by

CERBO'S PARSIPPANY Greenhouses, Inc.
(Name of Contractor)
(N.J.S.A. 52:34-15)

Cynthia Cooper
(Also type or print name of
Affiant under signature)
CYNTHIA COOPER

Sworn and Subscribed to

before me this 10th
day of November, 2025

[Signature]

Notary Public of LINDA T RIKER
Notary Public of New Jersey
Commission ID# 2292566
Commission Expires 1/2/2028

My commission expires _____

CONTRACTOR'S EXPERIENCE STATEMENT

The Bidder is requested to state below what work of a similar character to that included in the proposed Contract he has done, and give references that will enable the **TOWNSHIP** to judge his experience, skill, and business standing. **BIDDERS** and proposed Subcontractors may be required to submit additional information regarding their respective financial condition prior to the award of the Contract

DATE PROJECT

COMPLETED

LOCATION

OWNER

CONTRACT AMOUNT[illegible]

NOTE: USE ADDITIONAL SHEETS IF NECESSARY

STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, N.J. 08646

The person, partnership or corporation named below is hereby authorized to collect:
NEW JERSEY SALES & USE TAX

pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.

Robert K. Thompson

Director, Division of Taxation

CERBO'S PARSIPPANY GREENHOUSES
440 LITTLETON RD
PARSIPPANY NJ 07054-4802

Tax Registration No.: **223-082-271/000**

Tax Effective Date: **01-01-91**

Document Locator No.: **B0000307537**

Date Issued: **05-16-03**

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

CERT-1 (11-97)

(See Reverse Side)

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CERBO'S PARSIPPANY GREENHOUSES, INC.

Trade Name:

Address: 440 LITTLETON RD
PARSIPPANY, NJ 07054-4802

Certificate Number: 0572310

Effective Date: January 23, 1991

Date of Issuance: October 01, 2015

For Office Use Only:

20151001145540138

BUSINESS REGISTRATION CERTIFICATE

(Township Requirement)

P.L. 2009 c315, requires that, effective January 18, 2010, a contracting agency must receive proof of the Bidder's registration prior to the Award of Contract. The Business Registration Certificate must be obtained by the Bidder prior to the receipt of Bids, however, a Business Registration Certificate is not required in the submission of the Proposal forms for this Contract.

If Subcontractors are named on the Bid, proof of the business registration for each must be provided prior to the Award of Contract. The Business Registration Certificate must be obtained by the Subcontractor prior to the receipt of Bids, however, a Business Registration Certificate is not required in the submission of the Proposal forms for this Contract. Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the Division of Revenue

STATE OF NEW JERSEY	
BUSINESS REGISTRATION CERTIFICATE	
FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR	
TAXPAYER NAME:	TREASURY
TAX REGISTRATION TEST ACCOUNT	CLERK
TAXPAYER IDENTIFICATION:	SEQUENCE NUMBER
970-007-0001000	01072
ADDRESS:	ISSUANCE DATE:
BLING AT	07/14/04
TREASURY NJ 086	
VE DA	
01/04	
This Certificate is NOT valid until the date of issuance. It must be accompanied by a copy of the above information.	

ATTACH
BUSINESS REGISTRATION
CERTIFICATE HERE

Disclosure of Investment Activities in Iran

**Person or
Entity**

Part 1: Certification

COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.



I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the **Name of Contracting Unit** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Reference to Contracting Unit** to notify the **Reference to Contracting Unit** in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Name of Contracting Unit** and that the **Reference to Contracting Unit** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)	Cynthia Cooper	Title	V.P.
Signature	Cynthia Cooper	Date	11-3-25



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-40.1, et seq. § 222.2, if any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete this certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://www.treasury.gov/ofac. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and hereby declare as follows:

(Check the Appropriate Box)

☒ **A** That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list as a result of activity related to Russia and/or Belarus.

OR

☐ **B** That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list as a result of activity related to Russia and/or Belarus.

OR

☐ **C** That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below:

(Attach Additional Sheets if Necessary)

Cynthia Cooper
Signature of Vendor's Authorized Representative
CYNTHIA COOPER V.P.
Print Name and Title of Vendor's Authorized Representative
CERO's Parsippany Greenhouses, Inc.
Vendor's Name
440 Littleton Rd.
Vendor's Address (Street Address)
Parsippany, NJ 07054
Vendor's Address (City/State/Zip Code)

11-3-25
Date
202-082-271/000
Vendor's FEIN
973-334-2623
Vendor's Phone Number
973-402-6860
Vendor's Fax Number
Cindy@cerobogreenhouse.com
Vendor's Email Address

* Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a national development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 202(c)(3), or (3) Any person, association, institution, trust or individual subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

40 Rev. 03/2022

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Township of West Orange, (hereafter "TOWNSHIP") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the TOWNSHIP, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind of nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the TOWNSHIP's grievance procedure, the contractor agrees to abide by any decision of the TOWNSHIP which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP, or if the TOWNSHIP incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

I acknowledge:


Signature of Vendor

BID DOCUMENT SUBMISSION CHECKLIST**TOWNSHIP OF WEST ORANGE****2026 TREE PLANTING AT VARIOUS LOCATIONS****A. Failure to submit the following documents shall be a cause for the Bid to be rejected.
(N.J.S.A. 40A:11-23.2)**

Required With Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted With Bid (Bidder's initials)
✓	A bid guarantee as required by N.J. S.A. 40A 11-21	cc
✓	A certificate from a surety company, pursuant to N.J.S.A. 40A 11-22	cc
✓	A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2	cc
✓	A listing of subcontractors and items to be subcontracted as required by N.J.S.A. 40A:11-16	cc
✓	If applicable, Bidder's acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	cc
✓	Disclosure of Investment Activities in Iran pursuant to PL 2012, c. 25	cc
✓	Certification of Non- Involvement in Prohibited Activities in Russia or Belarus	cc

**B. Failure to submit the following documents may be a cause for the Bid to be rejected.
(N.J.S.A. 40A: 11-23.1b.)**

Required with submission of bid (Owner's Checkmarks)	Initial each item submitted with bid (Bidder's Initials)	Required with submission of bid (Owner's Checkmarks)	Initial each item submitted with bid (Bidder's Initials)
		✓	cc
✓	cc	✓	cc
		✓	
✓		✓	
✓		✓	cc
✓	cc	✓	
✓	cc	✓	

C. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.Name of Bidder CERBO'S PARSIPPANY GREEN HOUSES, Inc.By Authorized Representative: Cynthia Cooper CYNTHIA COOPER

Signature: Cynthia Cooper

Print Name and Title: CYNTHIA COOPER V.P.

Date: 11-3-25

CONTRACT

for

**2026 TREE PLANTING AT VARIOUS LOCATIONS
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY**

THIS AGREEMENT made as of this _____ day of _____, 20____ BETWEEN
THE TOWNSHIP OF WEST ORANGE, a municipal corporation in the County of Essex, State of New Jersey
(hereinafter referred to as the "OWNER") and

(hereinafter referred to as the "CONTRACTOR") having (its) place of business at

The OWNER will pay to the CONTRACTOR for the work actually constructed, the various unit and lump sum prices as set forth in the Proposal for the construction work annexed hereto and made a part hereof and under the penalty expressed under the bonds annexed hereto to furnish at its own cost and expense all the necessary materials, labor, superintendence, tools and appliances, and will execute, construct and finish and test in an expeditious, substantial and workmanlike manner, the work included under this Contract, commencing such work within ten (10) calendar days from the date of the written notice to proceed with the work and completing all work within sixty (60) consecutive calendar days, and in the manner specified and in conformity with the requirements set forth in the Specifications annexed hereto and made a part hereof and in accordance with the Plans and Contract Drawings of said work on file in the Township of West Orange Municipal Building and all to the acceptance of the OWNER. Under no circumstances shall the project be completed after December 1, 2016.

The following will be deemed a part of the Contract between the Parties:

- a. The Advertisement
- b. General Information
- c. Supplemental General Information
- d. The CONTRACTOR'S Proposal
- e. The Bid Bond
- f. This Contract
- g. The Performance Bond
- h. The Payment Bond
- i. The Notice of Award
- j. The Notice to Proceed
- k. Special Conditions
- l. The Contract Drawings
- m. Technical Specifications
- n. All Addenda issued by the FORESTER prior to the receipt of bids

The CONTRACTOR will proceed with the aforesaid work in a prompt and diligent manner and will do the several parts thereof at such time and in such order as the FORESTER may direct. The CONTRACTOR will complete the whole of said work in accordance with the aforesaid Specifications, Plans and Contract Drawings by, with and through his own work force, employees, administrators, equipment and material without brokering, factoring, assigning or subcontracting more than fifty percent (50) thereof, unless otherwise approved by the OWNER, within the number of consecutive calendar days stipulated and in default of completion within the time so fixed, the CONTRACTOR will pay to the OWNER an amount equal to Six Hundred Dollars (\$600.00) for each and every day (Sundays and legal holidays excepted) the completion of the work may be delayed beyond the date or dates fixed as liquidated damages accruing to the OWNER incident to such delay, which said amount will not be construed to be in the nature of a penalty or forfeiture. Any violation of the undertaking by the CONTRACTOR to do and complete all of the said work without brokering, factoring, assigning or subcontracting more than fifty percent (50%), unless otherwise approved by the OWNER, of the same at any time or times during the course of said work will be deemed to be a breach of the Contract with the OWNER, and will, anything in the Contract to the contrary notwithstanding, give to the OWNER, the absolute, complete, and unencumbered right to terminate any and all rights of the CONTRACTOR under this Contract upon seven (7) days notice of its intention so to do, given in writing to the CONTRACTOR at its address set forth in the Contract, by certified mail, return receipt requested. The CONTRACTOR may apply to the OWNER through the FORESTER for the right to subcontract certain portions of the work to be done, but the OWNER, acting through the FORESTER, reserves the absolute right to approve any such subcontractor or to reject any such subcontractor in its and their sole and absolute discretion, it being the intention that the provisions against brokering, factoring, assigning, and subcontracting more than fifty percent (50%) of the work unless otherwise approved by the OWNER above set forth will be paramount and remain inviolate.

It is further understood and agreed that the CONTRACTOR has no claim for any bonus or other additional compensation in the event of completion of such work before the date agreed upon. The OWNER will not be liable to the CONTRACTOR for any neglect, default, delay, or interference of or by any other contractor, nor will any such neglect, default, delay or interference of any other contractor or alteration which may be required in said work, release the CONTRACTOR from the obligation to finish said work within the time aforesaid or within the time as extended in accordance with the provisions of this Contractor, or form the payment of liquidated damages to be paid in default thereof as hereinabove provided.

It is hereby mutually agreed that the OWNER is to pay and the CONTRACTOR is to receive as full compensation for furnishing all materials and labor in building, constructing, and testing, and in all respects completing the work herein described and appurtenances thereto in the manner and under the conditions herein specified, the total price stipulated in the Proposal hereto annexed, as calculated using the unit prices bid and actual quantities used during the course of the Work.

It is further understood and agreed that the wages paid to the crafts, trades, or classification of workers employed to perform this Contract will not be less than the prevailing wage rates established by the Commissioner of the Department of Labor and Industry of the State of New Jersey. The wage rates to be paid for each craft, trade, or classification of workers to be used on the Contract will comply with the Prevailing Wage Rate Determination by the New Jersey Department of Labor and Industry, attached hereto.

In accordance with the requirements of the State of New Jersey Affirmative Action Program under P.L. 1975, C127, the CONTRACTOR agrees to comply with the provisions of the Affirmative Action Program as stipulated under the specification section "General Instructions and Conditions".

IN WITNESS WHEREOF, the Township of West Orange has caused these presents to be signed by its proper officers, and the CONTRACTOR has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and caused its corporate seal to be hereunto affixed the date and year first above written.

DATE: _____

TOWNSHIP OF WEST ORANGE, NEW JERSEY

ATTEST:

By: _____

TITLE _____

CONTRACTOR:

WITNESS:

TITLE _____

Owner Partner

CONTRACTOR:

ATTEST:

TITLE _____

Corporate Secretary

Corporate Officer

Title: _____

Title: _____

(Print or Type Name)

(Print or Type Name)

Corporate Seal

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression,

disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

2026 Tree Planting at Various Locations

Due 11.14.2025 at 11:00AM

Unofficial Results/ Plan Holders List

SJC Lawncare Inc

DID NOT EXCEPT CAME IN AFTER 11:00AM

305 Elizabeth Ave

Cranford, NJ 07016

office@sjclawncare.com

Frank Galbraith & Son Excavation and Demolition LLC

831 Raritan Rd

BASE \$115,000.00

Scotch Plains, NJ 07076

Root Barrier \$525.00 per tree

Office.galbraith@gmail.com

Deer Fencing \$250.00 per tree

Yellow Stone Landscaping

50 US-46

Hackettstown, NJ 07840

dmungiello@yellowstonelandscape.com

Cerbo's Nurseries

440 Littleton Rd

BASE \$79,000.00

Parsippany, NJ 07054

Root Barrier \$50.00 per tree

tylor@cerbogreenhouse.com

Deer Fencing \$10.00 per tree

cindy@cerbogreenhouse.com

Clarke Moynihan Landscaping & Construction, LLC.

229 Main Street

Andover, NJ 07821

clarke@moynihancompanies.com

A.N.T Nursery Inc

1439 Perrineville Rd

Monroe Twp, NJ 08831

ANTnursery@gamil.com

Louis Barbato Landscaping, Inc

1600 Railroad Ave

Holbrook, NY 11741

barbatolandscape@aol.com

BASE \$110,000.00

Root Barrier \$20.00 per tree

Deer Fencing \$75.00 per tree

The Shauger Group

429 Dodd St

East Orange, NJ 07017

lsphale@shauger.com

BASE \$136,000.00

Root Barrier \$50.00 per tree

Deer Fencing \$100.00 per tree

Aspen landscaping Contracting, Inc

1121 Springfield Rd

Union, NJ 07083

jberkowitz@aspennj.net

Diaz Nurseries

114 Valley Station Rd

Bethlehem Township, NJ 08802

gusdiaztrees@gmail.com

Robbie Lane Enterprises

38 Jacksonville Rd

Towaco, NJ 07082

robertlane@hotmail.com

Turco Turf, Inc

430 Montclair Ave

Pompton Lakes, NJ 07442

amanda@grasskeepers.net

BASE \$199,000.00

Root Barrier \$82.50 per tree

Deer Fencing \$168.24 per tree

Grabowski Construction

770 Northfield Ave

West Orange, NJ 07052

973-731-0111

mike@grabowskiconstrcution.com

**RESOLUTION
ESSEX COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
YEAR 2026**

WHEREAS, certain Federal funding will potentially be available for Essex County under Title 1 of the Housing and Community Development Act of 1974 as amended and supplemented, which Act is commonly known and referred to as the Community Development Block Grant; and

WHEREAS, the Township of West Orange has a need and desire for assistance under the Act and Program as aforesaid in order to improve essential services to the residents of areas which qualify for assistance under the Act and Program as aforementioned.

NOW, THEREFORE, BE IT RESOLVED the Township Council of the Township of West Orange, authorizes, on behalf of the Township of West Orange, the submission of applications for funding of the attached list, known as the 2026 Community Development Block Grant Program list, in the priority order as shown In attached Exhibit “A”.

BE IT FURTHER RESOLVED, that the Mayor of the Township of West Orange is authorized to sign all applications and execute any agreements with the County of Essex and the Municipal Clerk to attest his signature for projects to be funded under this program.

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

Joe Krakoviak, Council President

Adopted: December 9, 2025

EXHIBIT A
TOWNSHIP OF WEST ORANGE
COMMUNITY DEVELOPMENT BLOCK GRANTS
APPLICATIONS FOR 2026
PRIORITY LIST 12/01/2025

1	<u>Bethany Center for Champions (BCC)</u> - Academic Assistance Program to maintain sufficient staff to support the programs. BCC has served the youth and families of West Orange for many years. BCC had over 300 middle and high school students participate in at least one of our after-school programs last school year. BBC academic assistance program began a few years ago. We aim to support academically at-risk middle and high school students through a small wholistic cohort of eighteen students.	\$75,000.00
2	Franklin Avenue (from Chestnut Rd to Montclair Twp. Limits) Watchung Avenue (from Washington St to Ridge Ave) and Condit Lane (from Watchung Ave to Dead End)	\$594,000.00
TOTAL		\$669,000.00

RESOLUTION

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

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

Organization	<u>Type of Event/Date</u>	<u>Place</u>	<u>RL No.</u>
W.O.H.S. Music Boosters	1.24.26 On Premise 50/50	51 Conforti Ave	7935
Our Lady of Lourdes	4.24.26 On Premise 50/50	1 Eagle Rock Ave	7936
Our Lady of Lourdes	4.24.26 Tricky Tray	1 Eagle Rock Ave	7937

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

Joe Krakoviak
Council President

Adopted: December 9, 2025

R E S O L U T I O N

WHEREAS, CSH West Orange, LLC the developer of The Chelsea at West Orange, 609 Eagle Rock Avenue, West Orange, NJ 07052, Block 152.22, Lot 1412.01; and

WHEREAS, CSH West Orange, LLC pursuant to their Zoning Board approval posted a performance bond with the Township of West Orange in the amount of \$7,410.44 to guarantee the completion of off-site improvements which is permitted by the Municipal Land Use Law (MLUL), N.J.S.A. 40:55D-53a.(1); and

WHEREAS, by letter dated October 28, 2025 Ryan MacNeill, P.E., CME Associates, Inc., recommends the release of the performance bond to reflect the completion of all site inspections; and

WHEREAS, the Municipal Engineer reviewed the letter of Ryan MacNeill, P.E., and concurs with its findings and recommendations to release the performance bond posted by CSH West Orange, LLC subject to the posting of a maintenance bond for a two-year period in the amount of \$47,784.00; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange, that the performance bond posted by CSH West Orange, LLC the developer of The Chelsea at West Orange, 609 Eagle Rock Avenue, West Orange, NJ 07052, Block 152.22, Lot 1412.01 to guarantee the installation of certain off-site improvements in the amount of \$7,410.44, be released subject to posting a two-year maintenance bond with the Township in the amount of \$47,784.00.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be sent to
CSH West Orange, LLC, 1275 Pennsylvania Avenue NW FL2, Washington DC, 20004.

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

Joe Krakoviak, Council President

Adopted: December 9, 2025

I hereby certify funds are available from Account No.: 20-6820-00-0000-130
\$7,410.44

John Ditinyak, Chief Financial Officer



849 W. Bay Avenue, Suite 16
Barnegat, NJ 08005
732.410.2650 ☎
www.cmeusa1.com 🌐

October 28, 2025

Zayibeth Carballo, PE, PLS, PP, CME, CFM, CFS
Township Engineer
Township of West Orange
66 Main Street
West Orange, NJ 07052

Re: Request for Certificate of Occupancy and Release of Performance Guarantee
Applicant: CSH Development, LLC
Block 152.22, Lot 1412.01
Our Office: VWRE0152.03

Dear Mrs. Carballo:

Our office has performed inspections of the above-referenced project relative to the developer's request for issuance of a Certificate of Occupancy as well as a release of the performance guarantee for the required site improvements. Please note our inspections have revealed that all items have been installed in a satisfactory manner.

Based on the above, our office has no objection to the issuance of a Certificate of Occupancy and release of the performance guarantee subject to the Applicant posting a 2-year landscape maintenance guarantee in the amount of \$47,784.00.

We trust that this letter will answer all of your questions regarding the subject matter. If we can be of further assistance, please feel free to call.

Very truly yours,

Ryan MacNeill, PE
For the Firm

RM/JM

Enclosures

cc: Geniece Gary-Adams – Zoning Official/Director of Planning & Development
CSH Development, LLC – Applicant

S:\West Orange\Zoning Board\VWRZ0152.03 - CSH Development, LLC\2025-10-28 - CO Bond Release.docx

RESOLUTION

RESOLVED by the Township Council of the Township of West Orange, County of Essex, State of New Jersey, that the **TREE REMOVAL SERVICES-2026** in the Township of West Orange, in accordance with the specifications filed in the Purchasing office dated October 2025, approved by the Township Council, pursuant to an advertisement duly authorized therefore, be and the same are hereby awarded to the below named bidders for a one (1) year period with an option for an additional two (2) one (1) year periods:

RICH TREE SERVICE, INC.

325 BERGEN STREET

SOUTH PLAINFIELD, N.J. 07080

As the lowest responsible bidder for trees under 16" diameter

secondary vendor trees 24"-30" in diameter

third vendor for trees 16" and 23", 31" and 36", 37" and 41", 42" and 45", 46" and 52", 53"+ in diameter

BEUCLER TREE EXPERTS

48 HAROLD STREET

TENAFLY, N.J. 07670

As the lowest responsible bidder for trees between 16" and 23", 24" and 30", 31" and 36" in diameter.

secondary vendor trees 37" and 41", 42" and 45", 46" and 52", 53"+ in diameter

third vendor for trees under 16" diameter

DOWNES TREE SERVICE CO., INC.

65 ROYAL AVENUE

HAWTHORNE, N.J. 07970

As the lowest responsible bidder for trees 37" and 41", 42" and 45", 46" and 52", 53"+ in diameter.

secondary vendor trees under 16", 16" and 23", 31" and 36" in diameter

third vendor for trees 24" and 30" in diameter

who submitted the only responsive bids. Attached is a summary spread sheet with each bidders prices.

SJC Lawn Care has been rejected as not having a Public Works Contractors Certificate as required in the

bid. SavATree pricing is too high, therefore shall not be awarded the contract.

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

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

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

Joe Krakoviak
Council President

Adopted: December 9, 2025

I hereby certify funds are available from Account: 01-2010-00-7202-091
Contractual Tree Services with a NOT TO EXCEED \$96,000.00
between all three (3) vendors

John C. Ditinyak, Chief Financial Officer

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

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

Pruning

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

Unforeseen Circumstances section 3.7

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

RESOLUTION

RESOLVED by the Township Council of the Township of West Orange, County of Essex, State of New Jersey, that the **EMERGENCY TREE SERVICES 2026** in the Township of West Orange, in accordance with the specifications filed in the Purchasing Office dated October 2025, approved by the Township Council, pursuant to an advertisement duly authorized therefore, be and the same are hereby awarded to the below named bidders for a one (1) year period with an option for an additional two (2) one (1) year periods:

RICH TREE SERVICE, INC.
325 BERGEN STREET
SOUTH PLAINFIELD, N.J. 07080
As the lowest responsible bidder

SAVATREE
1248 SUSSEX TURNPIKE
MT. FREEDOM, NJ 07970
As the second lowest bidder

who submitted the only responsive bids. Attached is a summary spread sheet with each bidder's prices.

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

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

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

Joe Krakoviak
Council President

Adopted: December 9, 2025

**I hereby certify funds are available from 01-2010-00-7902-091
with a NOT TO EXCEED amount of \$45,000.00 between both vendors.**

John C. Ditinyak, Chief Financial Officer

Emergency Tree Services 2026		Rich Tree Services 325 Bergen St South Plainfield, NJ 07080		SavATree 1248 Sussex Turnpike Mt. Freedom, NJ 07970
Item #	Description	Estimated Hours	Hourly Rate	Hourly Rate
1	75' BUCKET TRUCK, 12 CY CHIPPING BODY, 16"CAPACITY BRUSH CHIPPER AND 3 MAN CREW	0-500	\$325.00	\$365.00
2	ONE 7 TON LOG LOADING CRANE with OPERATOR	0-500	\$150.00	\$155.00
3	ONE 26 TON 120' TREE CRANE WITH NJ CERTIFIED OPERATOR, CLIMBER, AND GROUND PERSON.	0-500	\$325.00	\$485.00
4	MINI-SKID WITH TREE GRAPPLE	0-500	\$75.00	\$165.00
	TOTALS		\$875.00	\$1170.00

**RESOLUTION APPROVING THE GOVERNOR’S COUNCIL ON SUBSTANCE
USE DISORDER FISCAL GRANT CYCLE July 1, 2026 to June 30, 2027**

WHEREAS, the Governor’s Council on Substance Use Disorder established the Municipal Alliances for the Prevention of Substance Use Disorder in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth, and other allies in efforts to prevent substance use disorder in communities throughout New Jersey; and

WHEREAS, The Township Council of the Township of West Orange, County of Essex, State of New Jersey recognizes that substance use disorder is a serious problem in our society amongst persons of all ages; and therefore, has an established Municipal Alliance Committee; and,

WHEREAS, the Township Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and,

WHEREAS, the Township Council has applied for funding to the Governor’s Council on Substance Use Disorder through the County of Essex.

NOW, THEREFORE, BE IT RESOLVED by the Township of West Orange, County of Essex, State of New Jersey hereby recognizes the following:

1. The Township Council does hereby authorize submission of a strategic plan for the FY2027 Municipal Alliance grant for fiscal year 2027 in the amount of:

GCSUD GRANT FUND	\$25,350.00
Cash Match	\$6,337.50

In-Kind \$19,012.50

2. The Township Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.
- and be it further
- RESOLVED**, that this Resolution shall be made available in the Clerk's Office for reasonable inspection in accordance with applicable law.

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

Joe Krakoviak
Council President

Adopted: December 9, 2025

I hereby approve of the terms and conditions for administering the Municipal Alliance Grant and Audit Requirements and the form of this resolution.

Susan McCartney
Mayor, Township of West Orange

CERTIFICATION

I, Karen J. Carnevale, Municipal Clerk of the Township of West Orange, County of Essex, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council on this 9th day of December, 2025

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

**RESOLUTION AUTHORIZING THE 2025 AGREEMENT
BETWEEN TOWNSHIP OF WEST ORANGE AND
RUTGERS NEW JERSEY MEDICAL SCHOOL GLOBAL TUBERCULOSIS INSTITUTE**

WHEREAS, the Township of West Orange (the “Township”) finds that it is in the public interest to seek the highest possible quality of care for residents with tuberculosis as well as residents at high risk for undiagnosed tuberculosis, at the lowest possible cost; and

WHEREAS, the Township has the responsibility but not the capacity to provide tuberculosis health services for all of its residents; and

WHEREAS, the Township has the authority to contract for tuberculosis health services when it does not have the capacity to do so itself under N.J.A.C. Chapter 52, Public Health Practice Standards for Local Boards of Health in New Jersey; and

WHEREAS, the Township finds it in the public interest to contract with the Rutgers New Jersey Medical School Global Tuberculosis Institute (the “University”) for comprehensive tuberculosis health services; and

WHEREAS, the Township shall provide funding to the University in an amount not to exceed Two Thousand and Three Hundred Dollars (\$2,300.00) as payment for tuberculosis health services; and

WHEREAS, in exchange for the funding not to exceed Two Thousand and Three Hundred Dollars (\$2,300.00), the University shall provide tuberculosis health services to Township residents including diagnosis, treatment, and monitoring of tuberculosis and suspected tuberculosis cases; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of West Orange, County of Essex, State of New Jersey as follows:

1. The Mayor and Township Clerk are hereby authorized to execute the Agreement between the Township of West Orange and Rutgers New Jersey Medical School Global Tuberculosis Institute.
2. The Township of West Orange is hereby authorized to provide funding to the Rutgers New Jersey Medical School Global Tuberculosis Institute in an amount not to exceed Two Thousand and Three Hundred Dollars (\$2,300.00).

3. Rutgers New Jersey Medical School Global Tuberculosis Institute is hereby authorized to provide comprehensive tuberculosis health services to the Township of West Orange and its' residents.
4. By this Resolution, all terms agreed upon in the Agreement between the Township and the University are incorporated herein.

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

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

Joe Krakoviak
Council President

Adopted: December 9, 2025

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**AGREEMENT
BETWEEN
TOWNSHIP OF WEST ORANGE**

AND

**RUTGERS NEW JERSEY MEDICAL SCHOOL GLOBAL TUBERCULOSIS INSTITUTE,
an unincorporated constituent unit within the RUTGERS BIOMEDICAL AND HEALTH
SCIENCES organizational unit at RUTGERS, THE STATE UNIVERSITY OF NEW
JERSEY**

This Agreement (“Agreement”) entered into this September 17, 2025, by and between: the Township of West Orange (the “Township”) through the Township’s Health Department; and the Global Tuberculosis Institute, an incorporated constituent unit within the Rutgers Biomedical and Health Services organization unit at Rutgers, the State University of New Jersey (collectively the “University”). Each signatory to this Agreement may be referred to as a “Party,” and collectively as “Parties.”

1. **WHEREAS** the New Jersey Department of Health (the “DOH”) is responsible for routinely monitoring the quality of care provided by all its health service grant recipients, such assessment and continuous improvement practices ensure the utmost quality of care for the residents of any health jurisdiction seeking services under an Agreement, including an Agreement, with the University and

2. **WHEREAS** the Township has responsibility, but not the capacity for providing the tuberculosis (“TB”) health services specified in this Agreement and the authority to contract for these TB health services in such a case under N.J.A.C. Chapter 52, Public Health Practice Standards for Local Boards of Health in New Jersey and

3. **WHEREAS** the Township finds it in the public interest to seek the highest possible quality of care for its residents with active disease and at highest risk for undiagnosed active disease at the lowest possible cost, it is entering into this Agreement to continue the comprehensive tuberculosis services with the University.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. Obligations and Rights of the Township

A. Township Obligations

All of the requirements of this section apply to the Township:

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1. The Township shall provide funding to the University in an amount not to exceed **\$2,300.00** as payment for the TB health services set forth herein. Payment is contingent upon the satisfactory delivery of TB health services as described herein in this Agreement, Section III (A) “Service Provider Obligations.” Payment obligations, as well as reporting and monitoring requirements, and other special conditions to this Agreement, are contained in Attachment A, which is hereby incorporated herewith by reference. Payments shall be made in accordance with the provisions of Attachment A, Section I. Payments will be made for approved budget costs, contained in the Cost Proposal, Attachment B, which is hereby incorporated into this Agreement by reference.

2. The Township shall monitor the progress of this project to ensure that TB health services are being provided in accordance with Section III (A), which establishes the work products that must be completed in order for funds to be provided. All financial, performance, and Agreement monitoring requirements are contained in Attachment A, Sections II, III, and IV.

3. This section establishes all other obligations of the Township:

a) Provide Health Officer and the Director of Health & Welfare orders for examination, directly observed therapy, or exclusion from school or the workplace and application in the Superior Court of New Jersey for an Order of Commitment, including soliciting the assistance of local law enforcement as allowed under N.J.A.C. Chapter 57-5.5, 5.6, 5.7, 5.12, 5.15 as requested and/or required by the University to assist in the management of non-adherent TB patients, and

b) Assist as necessary in gaining access to worksites and schools within the coverage area of the Township (hereafter referred to as the “Local Health Jurisdiction”) for the purpose of assessments related to contact identification, evaluation, and education.

4. In addition to the above, the Township is required to abide by all general requirements contained in Sections IV and V of this Agreement.

B. Township Rights

All of the rights outlined in this section are applicable to the Township.

1. Other Rights of the Township:

a) Receipt of timely feedback from University regarding the TB cases, suspected TB cases and associated contacts. This feedback will be in the form of a TB-70 (TB Case, Suspect and Status Report) and associated TB-41 (Record of Contact Interview) for residents of the Local Health Jurisdiction.

b) Receipt of a quarterly activity report from the University that clearly documents the percentage of overall visits by residents of the Local Health Jurisdiction.

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II. **Obligations and Rights of the University**A. **University's Obligations**

All of the requirements of this section apply to the University:

1. The University shall provide TB services in accordance with Section III (A) 4, which establishes the TB service deliverables that the University must perform. The University will adhere to the budget requirements as detailed in the approved cost proposal and as contained in Attachment B.

2. The University shall be required to submit activity reports and invoices in accordance with the requirements of Attachment A.

3. The University shall be required to maintain all records for a period of seven (7) years.

4. TB Services to be provided. In exchange for funding provided by the Township indicated in Section II (A), the University agrees to perform the following TB health services:

a) Appropriate medical management for the diagnosis, treatment and monitoring of TB cases and suspected TB cases, their associated contacts and Class B1 and B2 referrals from the CDC-DGMQ per the *Standards of Care for Tuberculosis Disease and Latent TB Infection*).

b) Appropriate care team management (nurse care manager, nurse care coordinator, public health representative) to include, but not limited to the following:

1. Development of an individual care plan based upon patient assessment and the medical plan of care,
2. Routinely review all medical records of patients under case management and intervention as necessary to promote adherence to the care plan,
3. Serve as liaison between the patient, physician and clinic,
4. Be accountable for patient adherence to the prescribed TB treatment regimen until completion,

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5. Collaborate with other health care providers (public and private) and intervene as necessary to ensure adherence to the *Standards of Care for Tuberculosis Disease and Latent TB Infection*,
 6. Collaborate with the patient and available community resources to meet patient needs and remove barriers to care and/or adherence to prescribed treatment and/or clinical assessment,
 7. Collaborate with the New Jersey-State Tuberculosis program to secure support for housing for homeless TB cases and suspected TB cases and other incentives and/or enablers to increase the likelihood of successful treatment outcomes,
 8. Assign and monitor field staff activities and assessment and improvement of staff's techniques and skills as deemed necessary,
 9. Serve as the Township's point of contact for any patient management issues under this Agreement,
 10. Completion or review, revision and submission of TB-70 (TB Case, Suspect and Status Report) and TB-41 (Record of Contact Interview) to both the DOH and the Township pursuant to this Agreement,
 11. Compilation and submission of quarterly activity reports to the funding source of this Agreement,
 12. Provision of patient education.
- c) Field services to include, but not limited to the following:
1. Directly Observed Therapy ("DOT") as prescribed by the health care provider,
 2. Case interviews for the purpose of contact identification,
 3. Lost and delinquent investigations,
 4. Location and referral for evaluation of identified contacts to infectious or potentially infectious TB disease and Class B1 and B2 referrals from CDC-DGMQ,
 5. Provision of patient transportation as necessary,
 6. Worksite and school site assessments to identify associated contacts as necessary,

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7. Education of concerned co-workers and parents of school-aged children in association with worksite or school contact investigations,
8. Active surveillance in local hospitals to improve reporting times,
9. Address verification prior to hospital discharge to facilitate continuity of care and case management in the community.

d) Other diagnostic, treatment, and/or monitoring services as required including the following:

1. Mantoux tuberculin skin and/or interferon gamma release assay testing
2. Chest radiographs and reading by a licensed radiologist,
3. Sputum collection and/or induction,
4. Laboratory monitoring for adverse reactions as required or ordered by physician,
5. Routine monitoring for side effects to anti-TB medications,
6. First and second-line drug susceptibility testing,
7. Therapeutic drug monitoring (if necessary).

5. In addition to the above, the University is required to abide by all general requirements contained in Sections IV and V of this Agreement.

B. The University's Rights

All of the rights of this section apply to the University:

1. Provision from the Township's local health officer of health officer clear, concise, and correct written orders for TB services examination, directly observed therapy or exclusion from school or the workplace and application in the Superior Court of New Jersey for an Order of Commitment, including soliciting the assistance of local law enforcement officials as allowed by N.J.A.C. Chapter 57-5.5, 5.6, 5.7, 5.12, 5.15 as requested and/or required by the University to assist in the management of non-adherent TB patients.

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2. Assistance from the local health office of the Township as necessary in gaining access to worksites and schools within the Local Health Jurisdiction for the purpose of assessments related to contact identification, evaluation, and education.

3. Payment as agreed upon in this Agreement is due within thirty (30) days of the date of an invoice submitted by the Township.

III. **General Provisions**

A. **Mandatory General Provisions**

1. During the term of this Agreement, both parties shall comply with all federal, state, and municipal laws, rules and regulations generally applicable to the activities performed pursuant to this Agreement.

2. The award of funds is based on the University's submission, and the Township's acceptance, of the Cost Proposal for TB health services, which is incorporated herewith by reference to this Agreement.

3. Each Party shall maintain accurate books and records of all disbursements, funds received, funds spent and funds available as a result of this Agreement.

4. Each of the Parties is an independent entity and neither Party shall hold itself out as an agent, partner, or representative of the other.

5. Failure by either Party to exercise any right or demand performance of any obligation under this Agreement shall not be deemed a waiver of such right or obligation.

6. If any of the provisions of this Agreement are, or become invalid to any extent, the other provisions of this Agreement shall not be affected thereby. In the event of the invalidity of a provision, the Parties agree to accept a provision which reflects as closely as possible the intention of the invalid provision.

7. This Agreement may not be assigned without the prior written consent of either of the Parties.

8. Each Party agrees to assume responsibility for any and all claims, demands, actions, settlements, or judgments involving either intentional or unintentional conduct, other than intentional malicious criminal wrongdoings, based upon or arising out of the activities described in this Agreement, to the extent that such claims, demands, actions, settlements, or judgments are occasioned by the sole negligence, actions, or omissions of each party, its officers, trustees, faculty, students, or employees. Any claims, demands, actions, settlements, or judgments brought or made against University, or its officers, trustees, faculty, students or employees shall be governed by

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and pursuant to the laws of the State of New Jersey including, but not limited to N.J.S.A. 59:1-1 et seq., The State of New Jersey Tort Claims Act.

9. The Township represents and warrants that it has a sufficient insurance program (on either an indemnity or self-insured basis) to fully perform its responsibilities hereunder. The Parties agree that such coverage shall be in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate annually.

10. The University shall provide for general and professional liability coverage for insuring the University, its officers, trustees, faculty and employees, performing its sole obligations under this Agreement, through a Program of Self-Insurance, providing limits of coverage of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate annually on an occurrence basis, pursuant to and governed by the State of New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq. Nothing stated in this section 8 shall be construed to imply indemnification of any party by the University.

11. The laws of the State of New Jersey govern this Agreement.

12. This Agreement may be modified in accordance with the provisions of Attachment A III.

B. Optional General Provisions

<u>Applicable</u>	<u>Not Applicable</u>	
☐	☒	The Township reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the copyright in any work developed under the Agreement.
☒	☐	The Parties agree that all data resulting from this Agreement are to be considered confidential and shall be solely used for the purposes as outlined above. All Parties are required to use reasonable care to protect the confidentiality of the data.
☐	☒	Any research resulting from this Agreement which is subject to the Institutional Review Boards of either of the Parties shall be confidential. Each party is responsible for adhering to the rules of the Institutional Review Board which are hereby incorporated by reference.

IV. Terms and Termination

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A. Subject to any rights of termination hereinafter set forth, this Agreement shall be deemed effective as of January 1, 2025, and shall remain valid through December 31, 2025.

B. This Agreement may be terminated by either Party with or without cause upon thirty (30) days' advance written notice.

C. Notice of termination shall be delivered via U.S. mail, return receipt requested, and shall be effective thirty (30) days following receipt. Notice shall be sent to the appropriate contact person identified at Section VI.

D. Upon the issuance of notice of termination by the Township or, automatic termination under Section V (B), upon receipt of the Township's notice of termination, all unexpended funds appropriated by the Township to the University, in any account whatsoever shall be immediately returned to the Township through the contact person identified at Section VI without any further assessment or expenditure except as specifically approved by the Township in writing.

V. **Principal Contacts**

The principal contacts for all notifications required or otherwise necessary under this Agreement shall be as follows:

For the Township of West Orange:

Director of Health & Welfare

Michael A. Fonzino

Health Officer

Carrie Nawrocki

For the University, Rutgers Biomedical and Health Sciences

Program Officer

Marco Salerno

Deputy Director, NJMS Global Tuberculosis Institute

VI. **Legal Compliance.**

In the performance of their obligations under this Agreement, the Parties will comply with all applicable laws and regulations. Without limiting the generality of the foregoing, the Parties will observe and comply with the following provisions relating to the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7(b) ("Anti-Kickback Statute"), and the federal prohibition against physician self-referrals, set forth at 42 U.S.C. § 1395nn ("Stark Law").

(a) In no event will any payments, grants or other funding be based unlawfully, directly, or indirectly, on the volume or value of referrals or other business generated between the Parties.

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(b) Notwithstanding anything to the contrary herein, all payments associated with this Agreement are intended to comply with the requirements of applicable New Jersey state laws, such as the Codey Law, N.J.S.A. § 45:9-22.4 et seq. (as it may be amended from time to time) and the regulations promulgated thereunder.

(c) Each Party represents and warrants that it will not violate the Anti-Kickback Statute or the Stark Law, with respect to the performance of its obligations under this Agreement.

(d) To the extent that the compliance office of a Party to this Agreement receives a report or otherwise has knowledge that an employee of the other Party has or probably has violated the Anti-Kickback Statute, the Stark Law or the Federal False Claims Act with respect to the performance of its obligations under this Agreement, and the Party believes such information to be reasonably credible, such Party will report the probable violation to the compliance office of the other Party.

VII. **Miscellaneous.**

A. **Independent Contractor.**

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the Parties other than that of independent entities contracting with each other solely for the purposes of effecting the provisions of this Agreement. Neither of the Parties, nor any of their respective officers, trustees, governors, directors, or employees, shall be construed to be the agent, employee, or the representative of the other.

B. **Entire Agreement.**

The Parties agree that they are not relying upon any promises, understandings, warranties, circumstances, conduct, negotiations, expectations, representations, or agreements, oral or written, express or implied, other than those expressly set forth herein; that this Agreement is a complete integration and constitutes the entire Agreement of the Parties with respect to the subject matter hereof; that no amendments or other modifications of this Agreement shall be valid unless in writing and signed by an authorized officer of each Party hereto; that this entire Agreement has been bargained for and negotiated; and the Parties have read, understood, and approved this Agreement in its entirety.

C. **Resolution of Disputes.**

All claims or disputes between the Parties arising out of or relating to this Agreement shall be mutually resolved, if possible, through good faith negotiation between the Parties. The Parties agree that if any claim or dispute is not resolved by mutual agreement within sixty (60) days of the commencement of such good faith negotiations they will, prior to initiating any legal action, engage a mutually acceptable

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non-binding mediator to assist in evaluating and resolving such claim or dispute. All fees and expenses of such mediator will be evenly divided between the Parties.

D. Limitation of Liability; No Indemnification.

1. Regardless of whether any remedy set forth herein fails of its essential purpose, in no event shall either Party be liable to the other in contract, tort, warranty or any other cause of action of any nature for any indirect, special, incidental, punitive, consequential or reliance loss, damage or expense, including, without limitation, lost profits, loss of use, or loss of revenues, whether or not either Party was advised, should have known, or was aware of the possibility of such loss, damage, or expense arising out of or in connection with any act or omission of such Party relating to the subject matter of this Agreement, including, without limitation, the Services, or any part thereof, even if caused by the sole or concurrent or active or passive negligence, strict liability or other legal fault of a Party.

2. Each Party shall be responsible for all of its own actions, claims, demands, losses, damages, liabilities, lawsuits, judgments, awards, costs, and expenses arising out of and to the extent of its negligent acts or omissions or performance or failure to perform under this Agreement. Notwithstanding the foregoing, nothing stated in this Agreement, express or implied, is intended to or will be construed to require contractual indemnification of a Party by the other Party.

E. Severability.

If any provisions of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

F. Assignment.

Except as otherwise provided in this Agreement, the Parties may not assign their rights, duties, or obligations under this Agreement, either in whole or in part, without receiving the prior written consent of the other Party. Any assignment made without consent of the other Party shall be null and void and the non-assigning Party shall not recognize any such assignment.

G. Non-Waiver.

Except where the exercise of a right is dependent upon action taken within a particular period required by this Agreement, no consent or waiver, express or implied, by any Party to or of any breach or default by another Party in the performance by the other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such Party hereunder. Any such waiver shall be effective only if in writing.

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H. Non-Discrimination.

There shall be no discrimination against any individual engaged in the work required to produce the Services covered by this Agreement, or against any applicant for employment, because of race, creed, color, national origin, nationality, ancestry, age, sex (including pregnancy), marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for military service, or mental or physical disability, including AIDS and HIV related illnesses or their belonging to any category now or later protected by law. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

I. Force Majeure.

Neither Party shall be deemed in default or otherwise liable for any delay in or failure of its performance under this Agreement (other than payment obligations) by reason of any act of God, fire, natural disaster, pandemic, riot, act of government, act of terrorism, strike or labor dispute, shortage of materials or supplies, failure of transportation or communication, or any other cause beyond the reasonable control of such party. Performance times shall be considered extended for the period of time equivalent to the time lost because of such delay.

J. Non-Collusion.

Both Parties represent that no fee, commission, compensation, gift, or gratuity was paid or received regarding the solicitation of this Agreement, in contravention to N.J.S.A. 52:13D-13 et seq. (the New Jersey Conflicts of Interest Law).

K. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart signature page delivered by electronic, fax, or email transmission shall be deemed to be and have the same force and effect as an originally executed signature page.

L. Insertion.

It is the intent and understanding of the parties to this Agreement that each and every provision of law and clause required by law to be inserted in this Agreement shall be and is deemed inserted herein. Furthermore, it is hereby stipulated that every provision is deemed to be inserted herein, and if through a mistake or otherwise, any such provision is not inserted or is not inserted in the correct form, then this Agreement shall forthwith, upon application of either Party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either Party.

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M. **Prior Agreements.**

This Agreement contains all prior written and oral agreements and communications between the Parties that relate in any way to the subject matter of this Agreement.

N. **No Third-Party Beneficiaries.**

This Agreement shall not confer any rights or remedies upon any third party (including, but not limited to patients, clients of Client, or participants in the Program), other than the Parties to this Agreement and their respective successors and permitted assigns.

VIII. **Signatures.**

We, the undersigned, consent to the contents of this Agreement.

<u>TOWNSHIP OF WEST ORANGE:</u> Signature: _____ Michael A. Fonzino, Director of Health & Welfare Date: _____	<u>RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY</u> <u>NEW JERSEY MEDICAL SCHOOL:</u> Signature: <u>Robert L. Johnson, MD, FAAP</u> A68C185AC2C1496... Robert L. Johnson, MD, FAAP Dean, New Jersey Medical School 11/18/2025 08:52:31 EST Date: _____
Signature: _____ Carrie Nawrocki, Health Officer Date: _____	<u>RUTGERS BIOMEDICAL AND HEALTH SCIENCES</u> DocuSigned by: <u>Kathleen Bramwell</u> 5FD1D3BFA59542B... Signature: _____ Kathleen Bramwell Senior Vice Chancellor Finance and Administration 11/18/2025 05:56:50 PST Date: _____

EXECUTION VERSION

ATTACHMENT A

Rates Effective 1/1/2025

“Diagnosis, Treatment, Monitoring, Nurse Case Management and Field Services for Residents of the Local Health Jurisdiction with Confirmed or Suspected Tuberculosis cases, their Associated Contacts and Class B1 and B2 Referrals from the CDC-DGMQ”

I. Method of Payment

Cost reimbursement payments shall be made by the Township to:

**NJMS Global Tuberculosis Institute
Attn: Marco Salerno, Deputy Director
Rutgers, The State University of New Jersey
225 Warren Street, 2nd Floor, East Wing
Newark, New Jersey 07103**

On the following basis:

- ☐ ☐ Monthly
☐ ☐ Quarterly

X Lump Sum

X Based on submission of the following (Please describe below)

Lump Sum invoice reflecting annual fixed-fee based upon service utilization.

II. Financial and Performance Reporting and Agreement Monitoring

(Circle, check and complete as applicable)

- A. Expenditure reports are not required.
B. Performance reports are required.

Performance reports shall be in the form of an activity report as specified in Attachment A. I (above) and shall be submitted

☐ Monthly **X Quarterly** ☐ Final ☐ Other reporting period.

Quarterly Activity Report specifying total clinical visits, DOT visits and field investigations for residents of the municipality. This report will also include the percentage of total visits by municipality residents.

- C. Other Financial, Reporting or Monitoring Requirements

EXECUTION VERSION

1. Particular forms listed below are required to be utilized.
TB-70 (TB Case, Suspect and Status Report)
TB-41 (Record of Contact Interview)

III. Modifications to the Agreement

This document represents the entire Agreement between the parties and shall not be amended except by the express written consent of both parties.

IV. Special Conditions (as applicable)

This Agreement has no special conditions.

V. Multi-Year Agreements

This Agreement is not a multi-year Agreement.

EXECUTION VERSION

ATTACHMENT B

Cost Proposal

1. This Cost Proposal is agreed upon by the parties.
2. In CY 2024, West Orange had 2 tuberculosis cases, 14 contacts, and 22 immigrants and refugees requiring tuberculosis medical evaluation.
3. In FY 2024, we serviced West Orange residents through 25 clinical visits.
4. Based on patient volume and service utilization, the proposed fee was \$2,300.00.

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REFUND PAYMENT TO THE ATTORNEY OF THE LISTED TAXPAYER DUE TO AN
OVERPAYMENT OF TAXES DUE TO A COUNTY BOARD JUDGMENT

WHEREAS, certain West Orange property owner has filed a successful County Board Judgment for year 2025.

WHEREAS, such West Orange property owners have over paid taxes for the year 2025; and Property owners are entitled to a refund to the extent of such overpayment; and

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

Block	Lot	Qual	Name & Address	Amount
99	5.02		Inglesino Taylor/James Esposito, Esq 600 Parsippany Road Parsippany, NJ 07054	\$5,602.75
101.02	24		Gerald B. Sweeney, Esq. 24 Oak Bend West Orange, NJ 07052	\$1,339.67
170.03	1.09		Hill Wallack/Dale Lessne, Esq. 21 Roszel Rd, PO Box 5226 Princeton, NJ 08540	\$3,190.00
173.03	19		Luz Cubero 45 McClellan Terrace West Orange, NJ 07052	\$762.58

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

Joe Krakoviak
Council President

Adopted: December 9, 2025

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

John Ditinyak, Chief Financial Officer

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

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

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

NOW THEREFORE BE IT RESOLVED, by the West Orange Township Council that the Collector of Taxes and Treasurer of West Orange, be and they are hereby authorized, empowered and directed to cause to be paid to the homeowners the tax refunds due:

ADDRESS		100 SWAINE PLACE		EXEMPT	
BLOCK		21		DATE	
LOT		42		1/1/2025	
QUAL					
PAYMENTS					
YEAR	QUARTER	DATE PD	AMOUNT	DAYS	REFUND DUE
2025	1	2/5/2025	\$ 2,844.00	90	\$ 2,844.00
2025	2	5/7/2025	\$ 2,844.00	90	\$ 2,844.00
2025	3	8/8/2025	\$ 3,622.00	90	\$ 3,622.00
				DUE:	\$ 9,310.00
PAYABLE TO:					
Corelogic Centralized Refunds					
PO Box 9202					
Coppell, TX 75019					

ADDRESS		L123 SMITH MANOR BLVE		EXEMPT	
BLOCK		109		DATE	
LOT		1.01		1/1/2025	
QUAL		C0063			
PAYMENTS					
YEAR	QUARTER	DATE PD	AMOUNT	DAYS	REFUND DUE
2025	1	2/5/2025	\$ 4,099.00	90	\$ 4,099.00
2025	2	5/7/2025	\$ 4,099.00	90	\$ 4,099.00
2025	3	8/8/2025	\$ 3,269.00	90	\$ 3,269.00
				DUE:	\$ 11,467.00
PAYABLE TO:					
Corelogic Centralized Refunds					
PO Box 9202					
Coppell, TX 75019					

	ADDRESS	18 Sheridan Ave		EXEMPT	
	BLOCK	159.03		DATE	
	LOT	56		1/1/2025	
	QUAL				
	PAYMENTS				
YEAR	QUARTER	DATE PD	AMOUNT	DAYS	REFUND DUE
2025	2	5/7/2025	\$ 3,905.00	90	\$ 3,905.00
				DUE:	\$ 3,905.00
	<u>PAYABLE TO:</u>				
	Corelogic Centralized Refunds				
	PO Box 9202				
	Coppell, TX 75019				

	ADDRESS	55 HAGGERTY DRIVE			EXEMPT
	BLOCK	167.01			DATE
	LOT	34			1/1/2025
	QUAL				
	PAYMENTS				
<u>YEAR</u>	<u>QUARTER</u>	<u>DATE PD</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>REFUND DUE</u>
2025	3	8/8/2025	\$6,721.00	90	\$ 6,721.00
				DUE:	\$ 6,721.00
	<u>PAYABLE TO:</u>				
	Corelogic Centralized Refunds				
	PO Box 9202				
	Coppell, TX 75019				

	ADDRESS	15 PARKSIDE AVE		EXEMPT	
	BLOCK	148		DATE	
	LOT	63		7/14/2025	
	QUAL				
	PAYMENTS				
YEAR	QUARTER	DATE PD	AMOUNT	DAYS	REFUND DUE
2025	3	8/11/2025	\$4,945.00	66	\$ 3,626.33
				DUE:	\$ 3,626.33
	PAYABLE TO:				
	Bryan Fleming				
	15 Parkside Ave				
	West Orange, NJ 07052				

	ADDRESS	HENRIETTA DRIVE		EXEMPT	
	BLOCK	161.05		DATE	
	LOT	6		4/22/2025	
	QUAL				
	PAYMENTS				
YEAR	QUARTER	DATE PD	AMOUNT	DAYS	REFUND DUE
2025	2	5/1/2025	\$ 477.00	68	\$ 360.40
2025	3	8/1/2025	\$ 994.00	90	\$ 994.00
				DUE:	\$ 1,354.40
	PAYABLE TO:				
	Allison Tyson				
	184 Hill Drive				
	South Orange, NJ 07079				

	ADDRESS	40A OVERLOOK AVE		EXEMPT	
	BLOCK	42.01		DATE	
	LOT	54		5/17/2025	
	QUAL				
	PAYMENTS				
YEAR	QUARTER	DATE PD	AMOUNT	DAYS	REFUND DUE
2025	2	4/30/2025	\$ 3,308.00	43	\$ 1,580.49
2025	3	7/24/2025	\$ 3,674.00	90	\$ 3,674.00
				DUE:	\$ 5,254.49
	PAYABLE TO:				
	Lereta, LLC				
	Attn: Central Refunds				
	901 Corporate Center Drive				
	Pomona, CA 91768				

	ADDRESS	1 BRADLEY TERR		EXEMPT	
	BLOCK	85.04		DATE	
	LOT	7		6/30/2025	
	QUAL				
	PAYMENTS				
YEAR	QUARTER	DATE PD	AMOUNT	DAYS	REFUND DUE
2025	3	7/8/2025	\$ 3,899.00	90	\$ 3,899.00
					\$ -
				DUE:	\$ 3,899.00
	PAYABLE TO:				
	Florence Ray				
	1 Bradley Terrace				
	West Orange, NJ 07052				

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

Joe Krakowiak
Council President

Adopted: December 9, 2025

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

John Ditinyak, Chief Financial Officer

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

WHEREAS, certain West Orange property owners made an estimated fourth quarter tax payment, once the rate was certified and the billing process completed the payment was more than the billed amount resulting in an overpayment for the 2025 fourth quarter taxes

WHEREAS, the Tax Collector of the Township of West Orange has indicated that such Taxpayers are entitled to refunds to the extent of such overpayments.

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

<u>Block</u>	<u>Lot</u>	<u>Name & Address</u>	<u>Amount</u>
107	1.04	C0032 Lois Shulfuff 36 Whalen Court West Orange, NJ 07052	\$1,111.84
158	28.02	Aftab Khawaja 13 Ridgeway Avenue West Orange, NJ 07052	\$1,393.82
175.24	3	Raymond Surajballi 13 Porter Road West Orange. NJ 07052	\$ 193.35

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

Joe Krakoviak
Council President

Adopted: December 9, 2025

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

John Ditinyak, Chief Financial Officer

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

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

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

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

Block due	Lot	Property address	Refund	Amount
155	26.01	325 Mt Pleasant Ave	Zip & Tannenbaum, LLC 280 Raritan Center Parkway Edison, NJ 08837	\$35,266.00
155	40.01	8 Rooney Circle	Garippa Lotz & Giannuario 66 Park Street Montclair, NJ 07042	\$17,226.00

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

Joe Krakoviak
Council President

Adopted: December 9, 2025

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

John Ditinyak, Chief Financial Officer

**RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT FOR
GRANT FUNDING FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT)
FEDERAL HIGHWAY ADMINISTRATION (FHWA) FOR SAFE STREETS AND
ROADS FOR ALL (SS4A) GRANT PROGRAM**

WHEREAS, the Township has received notification of award for grant funding from the United States Department of Transportation (USDOT) Federal Highway Administration Safe (FHWA) Streets and Roads for All Grant Program (SS4A) for FY 2024 for West Orange Supplemental Planning in the amount of \$450,000.00 of which \$112,500.00 is a required contribution of matching funds; and

WHEREAS, the **Township of West Orange** is responsible for administering federal-aid funded projects in compliance with all federal-aid requirements established by the USDOT and FHWA; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the **Township of West Orange**, County of **Essex**, State of New Jersey, that the **Township of West Orange** does hereby accept the Safe Streets and Roads for All Grant Program (SS4A) funding as follows:

SS4A Grant Amount:	\$450,000.00
Other Federal Funding:	\$0.00
Township Matching Funds:	<u>\$112,500.00</u>
Total:	\$562,500.00

BE IT FURTHER RESOLVED that the persons whose names, titles, and signatures appear below or their successors in said titles are authorized to sign the agreement, and any other documents necessary in connection therewith:

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

Joe Krakoviak
Council President

Adopted: December 9, 2025

I, **Karen J. Carnevale, RMC**, Municipal Clerk of the **Township of West Orange**, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the Council of the Township of West Orange held this 9th day of December, 2025.

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

- | | | | | | | | | | | | |
|--|--|----------------|--------------|------------------|--------------|----------------------|-----|--------------|-----|--------|--------------|
| <p>1. Federal Award No.
693JJ32640061</p> <p>4. Award To
Township of West Orange
66 Main Street
West Orange, NJ 07052-5404
Unique Entity Id.: QK38C6DQMQ45
TIN No.: 22-6002396</p> <p>6. Period of Performance
Effective Date of Award – Forty-eight (48) months</p> <p>8. Type of Agreement
Grant</p> <p>10. Procurement Request No.
HSA250077PR</p> <p>12. Submit Payment Requests To
See Article 5.</p> | <p>2. Effective Date
See No. 17 Below</p> <p>3. Assistance Listings No.
20.939</p> <p>5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590</p> <p>7. Total Amount</p> <table border="0"> <tr> <td>Federal Share:</td> <td style="text-align: right;">\$450,000.00</td> </tr> <tr> <td>Recipient Share:</td> <td style="text-align: right;">\$112,500.00</td> </tr> <tr> <td>Other Federal Funds:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Other Funds:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$562,500.00</td> </tr> </table> <p>9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA; Pub. L. 117–58, November 15, 2021)</p> <p>11. Federal Funds Obligated
\$450,000</p> <p>13. Accounting and Appropriations Data
15X0174E50.0000.055SR30500.5592000000.4
1010.61006600.0000000000.0000000000.0000
000000.0000000000</p> | Federal Share: | \$450,000.00 | Recipient Share: | \$112,500.00 | Other Federal Funds: | \$0 | Other Funds: | \$0 | Total: | \$562,500.00 |
| Federal Share: | \$450,000.00 | | | | | | | | | | |
| Recipient Share: | \$112,500.00 | | | | | | | | | | |
| Other Federal Funds: | \$0 | | | | | | | | | | |
| Other Funds: | \$0 | | | | | | | | | | |
| Total: | \$562,500.00 | | | | | | | | | | |

14. Description of the Project

This project will encompass supplemental planning and an update to the existing action plan. Key studies include a lighting analysis and an assessment focused on vulnerable road users, both of which will include a mapping initiative.

RECIPIENT

15. Signature of Person Authorized to Sign

Signature	Date
Name: Susan McCartney	
Title: Mayor	

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

Signature	Date
Name: Ryan Buck	
Title: Agreement Officer	

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "USDOT") Federal Highway Administration (the "FHWA") and the Township of West Orange (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the West Orange Township FY24 Safe Streets and Roads for All Funding.

The parties therefore agree to the following:

ARTICLE 1 GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, "General Terms and Conditions" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All ("SS4A") Grant Program," dated November 4, 2025 which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2024." Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2 APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: West Orange Township FY24 Safe Streets and Roads for All Funding

Application Date: 5/16/2024

2.2 Award Amount.

SS4A Grant Amount: \$450,000.00

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Planning and Demonstration Narrative:

The project will be completed in one phase.

West Orange's SS4A project will include supplemental planning studies.

A lighting study and vulnerable road users (VRU) study involves a coordinated effort to identify potential environmental, and economic impacts while ensuring compliance with federal requirements. Work begins with project scoping to define the purpose, need, and extent of each study. An initial environmental review would assess potential impacts each respective study: **Lighting** – Impacts of proposed lighting upgrades on wildlife, vegetation, and local ecosystems, while also considering energy efficiency and sustainability; **VRU** – Identify safety risks, such as high-speed zones or areas lacking safe crossings. Environmental reviews would consider the potential impacts of proposed improvements

For lighting, data collection will focus on existing lighting infrastructure including mapping, nighttime visibility, and traffic safety records. For VRU, gathering data on vehicular and pedestrian traffic patterns, crash histories, and existing infrastructure, such as sidewalks, bike lanes, and crosswalks is needed for mapping of vulnerable areas. Field assessments would identify safety risks, such as high-speed zones or areas lacking safe crossings. Based on the data and reports, a final plan will be prepared per the recommendations and findings of these reports.

For lighting, identifying areas with insufficient lighting, such as intersections, pedestrian pathways, or high-crash zones is key. Lastly, for the VRU study, the goal would be to understand how pedestrians, cyclists, and other non-motorized users interact with roadways in the study area.

3.2 Project's Estimated Schedule.

Supplemental Planning Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	January 2, 2029
Planned SS4A Final Report Date:	August 31, 2029

Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$450,000
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$112,500
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$562,500

(b) Reserved

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

CONTACT INFORMATION

4.1 Recipient Contact(s).

Zayibeth Carballo
Municipal Engineer
Township of West Orange
66 Main Street, West Orange, NJ 07052
973-325-4100
administration@westorange.org

4.2 Recipient Key Personnel.

Name	Title or Position
Zayibeth Carballo	Municipal Engineer
Jared Malveda	Assistant Municipal Engineer

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-42, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-493-2402
HCFASS4A@dot.gov

and

Division Administrator – New Jersey
Agreement Officer's Representative (AOR)
840 Bear Tavern Road, Suite 202,
West Trenton, NJ 08628
(609) 637-4200
newjersey.fhwa@dot.gov

and

Sutapa Bandyopadhyay
New Jersey Division Office Lead Point of Contact
Planning & Program Development Manager
840 Bear Tavern Road, Suite 202,
West Trenton, NJ 08628
(609) 637-4230
sutapa.bandyopadhyay@dot.gov

ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer’s Representative (the “AOR”) may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Supplemental Action Plan will be made publicly available and agrees that it will publish the final Supplemental Action Plan on a publicly available website.
- 6.5** There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Various Areas Identified in West Orange Vision Zero HIN Corridors Fact Sheets

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" after "Scope," "Schedule," or "Budget." If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

Scope: The equity study is no longer included in this scope of work. The funds for this will be reallocated to prepare more extensive lighting and VRU studies by adding mapping elements to the studies. The additional mapping elements would include Geographic Information System (GIS) data to geo-locate and record areas of interest. This provides a way to better visualize existing areas of concern allowing for greater analysis of the data. The lighting study mapping element would include GIS located light fixtures and light levels. This would further provide data to analyze areas with substandard lighting and provide a way to prioritize lighting improvements to these areas. The key benefit of the mapping element includes adding data to the Township's existing GIS platform providing a record keeping of lighting assets. In addition, the mapping element will outline the VRU areas within the Township's boundaries to prioritize future project elements and budgeting. The scope of work is now limited to the SS4A award amount, removing the implementation components in the application.

Schedule:

The application anticipated a 60-month duration from 10/1/2024 – 9/30/2029. The duration is now 48 months to allow time for final reporting, closeout, and schedule contingency. Since the grant agreement execution timeline was not accounted for at the time of application, the project start date is shifted. The revised start date will align with the grant agreement execution date, and the new proposed end date will be forty-eight months from the date of grant agreement execution.

Budget: The budget was revised from the application requested amount of \$25 million to the award amount of \$450,000. The costs of the implementation components requested in the application were removed.

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds	\$0		\$0	
Non-Federal Funds	\$0		\$0	
Total Previously Incurred Costs	\$0		\$0	
Future Eligible Project Costs				
SS4AFunds	\$25,000,000	80%	\$450,000	80%
Other Federal Funds	0			
Non-Federal Funds	\$6,250,000	20%	\$112,500	20%

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Total Future Eligible Project Costs	\$31,250,000	100%	\$562,500	100%
Total Project Costs	\$31,250,000	100%	\$562,500	100%

ATTACHMENT C

[RESERVED]

ATTACHMENT D

[RESERVED]

ATTACHMENT E LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
X	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Attachment B. <i>(Identify the relevant actions from Attachment B in the supporting narrative below.)</i>
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

West Orange Township is dedicated to ensuring that its Safe Streets and Roads for All (SS4A) project promotes fostering strong labor standards. The Township’s SS4A application and implementation plan will include specific actions to create good-paying jobs, support workforce development, and uphold the free and fair choice to join a union, aligning with federal labor guidelines and community values. Township’s approach to labor standards and job creation will directly support the overarching goals of the SS4A program by strengthening community resilience and building capacity for long-term workforce

development. By creating pathways to good-paying jobs and promoting fair labor practices, the Township's project will serve as a model for integrating transportation safety improvements with economic and social benefits.

ATTACHMENT F
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

2. Supporting Narrative.

N/A - the proposed project does not include the purchase of Information Technology and/or Operational Technology.

ATTACHMENT G

[RESERVED]

U.S. DEPARTMENT OF TRANSPORTATION

GENERAL TERMS AND CONDITIONS UNDER THE
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL (“SS4A”) GRANT
PROGRAM:
FHWA PROJECTS

Date: June 13, 2024
Revised: October 1, 2024
Revised: March 17, 2025
Revised: November 4, 2025

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GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “IIJA”) established the Safe Streets and Roads for All (the “SS4A”) Discretionary Grant Program (IIJA Section 24112) and appropriated funds to the United States Department of Transportation (the “USDOT”) under Division J, Title VIII of IIJA to implement the program. The funds are available to provide Federal financial assistance to support local initiatives to prevent death and serious injury on roads and streets, commonly referred to as “Vision Zero” or “Toward Zero Deaths” initiatives.

The USDOT published a Notice of Funding Opportunity (the “NOFO”) to solicit applications for Federal financial assistance in Fiscal Year 2024 for the SS4A Discretionary Grant Program.

These general terms and conditions are incorporated by reference in a project-specific grant agreement under the fiscal year 2024 SS4A grant program. Articles 1–6 are in the project-specific portion of the agreement. The term “Recipient” is defined in the project-specific portion of the agreement. Attachments A through F are project-specific attachments.

ARTICLE 7 PURPOSE

7.1 Purpose. The purpose of this award is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development or projects focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and
- (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by section 3.3 and Attachment B.

ARTICLE 8 USDOT ROLE

8.1 Division of USDOT Responsibilities.

- (a) The Office of the Secretary of Transportation is ultimately responsible for the USDOT’s administration of the SS4A Grant Program.

- (b) The Federal Highway Administration (the “FHWA”) will administer this grant agreement on behalf of the USDOT. In this agreement, the “**Administering Operating Administration**” means the FHWA.

8.2 USDOT Program Contact.

Safe Streets and Roads for All
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
SS4A.FHWA@dot.gov
(202) 366-2822

ARTICLE 9 RECIPIENT ROLE

9.1 Statements on the Project. The Recipient states that:

- (1) all material statements of fact in the Grant Application were accurate when that application was submitted; and
- (2) Attachment B documents all material changes in the information contained in that application.

9.2 Statements on Authority and Capacity. The Recipient states that:

- (1) it has the authority to receive Federal financial assistance under this agreement;
- (2) it has the legal authority to complete the Project, including either ownership and/or maintenance responsibilities over a roadway network; safety responsibilities that affect roadways; or has an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant’s jurisdiction; if applicable;
- (3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;
- (4) not less than the difference between the “Total Eligible Project Cost” and the “SS4A Grant Amount” listed in section 3.3 are committed to fund the Project;
- (5) it has sufficient funds available, or an agreement with the agency that has ownership and/or maintenance responsibilities for the roadway within the

recipient's jurisdiction, to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and

- (6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 9 and in section 0 on behalf of the Recipient.

9.3 USDOT Reliance. The Recipient acknowledges that:

- (1) the USDOT relied on statements of fact in the Grant Application to select the Project to receive this award;
- (2) the USDOT relied on statements of fact in both the Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;
- (3) the USDOT relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and
- (4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

9.4 Project Delivery.

- (a) The Recipient shall complete the Project under the terms of this agreement.
- (b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.
- (c) The Recipient shall provide any certifications or assurances deemed necessary by the USDOT in ensuring the Recipient's compliance with all applicable laws, regulations, and policies.
- (d) The Recipient shall provide access to records as provided at 2 C.F.R. 200.337.

9.5 Rights and Powers Affecting the Project.

- (a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.
- (b) The Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

- 9.6 Notification of Changes to Key Personnel.** The Recipient shall notify all USDOT representatives who are identified in Section 4.3 in writing within 30 calendar days of any change in key personnel who are identified in Section 4.2.

ARTICLE 10

AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

- 10.1 Federal Award Amount** The USDOT hereby awards a SS4A Grant to the Recipient in the amount listed in section 2.2 as the SS4A Grant Amount.

10.2 Federal Obligations.

This agreement obligates funds for the period of performance listed on Page 1, Block 6 of the grant agreement.

(a) If the Federal Obligation Type identified in section 2.3 is “Single,” then the project-specific agreement obligates for the budget period the amount listed in Section 2.2. as the Grant Amount and sections 10.2 (c)–10.2(f) do not apply to the project specific agreement.

(b) If the Federal Obligation Type identified in section 2.3 is “Multiple,” (for phased agreements) then an amount up to the Grant Amount listed in Section 2.2 will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 10.2(c)–10.2(f).

(c) The Obligation Condition Table in section 2.3 allocates the Grant funds among separate phases of the Project for the purpose of the Federal obligation of funds. The scope of each phase of the Project that is identified in that table is described in section 2.3.

(d) The project-specific agreement obligates for the budget period only the amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table does not list an obligation condition.

(e) The project-specific agreement does not obligate amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those portions of the Project only by modifying the project specific agreement under section 21.

(f) For each portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, the amount allocated in that table to that portion of the Project will be obligated if the condition is met not later than the date listed in Section 2.4 of the project-specific agreement.

(g) For any portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, if the obligation condition is satisfied, the parties amend this agreement documenting that:

(1) the FHWA determines that the obligation condition listed in that table for that portion of the Project is satisfied; and

(2) the FHWA determines that all applicable Federal requirements for obligating the amount are satisfied.

(h) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f).

(i) Reserved.

(j) The Recipient acknowledges that:

(1) the FHWA is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f);

(2) any portion of the Grant that is not obligated under this section 10.2 by the budget period end date identified in the project-specific agreement for those funds lapses on the day after that date and becomes unavailable for the Project; and

(3) the FHWA may consider the failure to obligate funds by the budget period end date identified in the project-specific agreement as applicable to the Grant Program for those funds to be a basis for terminating the project-specific agreement under section 16.

10.3 Budget Period

The budget period for this award begins on the effective date of this agreement and ends on the budget period end date that is listed in section 2.4, which shall be no later than 5 years from the date of grant execution. In this agreement, “budget period” is used as defined at 2 C.F.R. 200.1.

10.4 Period of Performance.

(a) The period of performance for this award begins on the effective date of award listed in page 1, Block 2 and ends on the period of performance end date that is listed in Page 1, Block 6.

(b) In this agreement, “period of performance” is used as defined at 2 C.F.R. 200.1.

ARTICLE 11

STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

- 11.1 Notification Requirement.** The Recipient shall notify all USDOT representatives who are identified in section 4.3 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 11.1 is separate from any requirements under this article 11 that the Recipient request amendment of this agreement.
- 11.2 Statement of Work Changes.** If the Project's activities differ from the statement of work that is described in section 3.1 and Attachment B, then the Recipient shall request an amendment of this agreement to update section 3.1.
- 11.3 Schedule Changes.** If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement to update the relevant date(s):
- (1) a substantial completion date for the Project or a component of the Project that is listed in section 3.2 and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2; or
 - (2) a schedule change would require the period of performance to continue after the period of performance end date listed on Page 1, Block 6 (i.e., for projects with multiple phases, changes to the base phase budget period end date for projects with two phases, or changes to base or secondary phase budget period end dates for projects with three phases, etc., will not trigger notification/modification requirements).

For other schedule changes, the Recipient shall request an amendment of this agreement unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

11.4 Budget Changes.

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
 - (1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and
 - (2) the USDOT will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B if, in comparing the Project's budget to the amounts listed in section 3.3:
 - (1) the "Non-Federal Funds" amount decreases; or

- (2) the “Total Eligible Project Cost” amount decreases.
- (c) For budget changes that are not identified in section 11.4(b), the Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B unless the USDOT has consented, in writing consistent with applicable requirements, to the change.
- (d) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3, then the Recipient may propose to the USDOT, in writing consistent with applicable requirements, specific additional activities that are within the scope of this award, as defined in sections 7.1 and 3.1, and that the Recipient could complete with the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs.
- (e) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3 and either the Recipient does not make a proposal under section 11.4(d) or the USDOT does not accept the Recipient’s proposal under section 11.4(d), then:
 - (1) in a request under section 11.4(b), the Recipient shall reduce the Federal Share by the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs; and
 - (2) if that amendment reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall request to add additional project work that is within the scope of this project.

In this agreement, “**Federal Share**” means the sum of the “SS4A Grant Amount” and the “Other Federal Funds” amounts that are listed in section 3.3(a).

- (f) The Recipient acknowledges that amounts that are required to be refunded under section 11.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

11.5 USDOT Acceptance of Changes. The USDOT may accept or reject amendments requested under this article 11, and in doing so may elect to consider only the interests of the SS4A grant program and the USDOT. The Recipient acknowledges that requesting an amendment under this article 11 does not amend, modify, or supplement this agreement unless the USDOT accepts that amendment request and the parties modify this agreement under section 21.1.

ARTICLE 12 GENERAL REPORTING TERMS

- 12.1 Report Submission.** The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 4.3. Reports will be added to a central repository maintained by FHWA.
- 12.2 Alternative Reporting Methods.** FHWA may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the FHWA.
- 12.3 Paperwork Reduction Act Notice.**

Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the “OMB”). Collections of information conducted under this agreement are approved under OMB Control No. 2125-0675.

ARTICLE 13 PROGRESS AND FINANCIAL REPORTING

- 13.1 Quarterly Performance Progress Reports.** Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, July 20th, and October 20th) and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Performance Progress Report in the format and with the content described in Exhibit C. If the date of this agreement is in the final month of a calendar year, then the Recipient shall submit the first Quarterly Performance Progress Report in the second calendar year quarter that begins after the date of this agreement.
- 13.2 Quarterly Financial Status.** Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, July 20th, and October 20th) and until the end of the period of performance, the Recipient shall submit a Federal Financial Report using SF-425.
- 13.3 Final Performance Progress Reports and Financial Status.** No later than 120 days after the end of the period of performance, the Recipient shall submit:

- (1) a Final Performance Progress Report in the format and with the content described in Exhibit C for each Quarterly Performance Progress Report, including a final Federal Financial Report (SF-425); and
- (2) any other information required under the Administering Operating Administration's award closeout procedures.

ARTICLE 14

PERFORMANCE REPORTING

14.1 Baseline Performance Measurement. Recipients of Implementation Grants or Planning and Demonstration Grants with demonstration activities shall:

- (1) collect data for each performance measure that is identified in the Performance Measure Table in Attachment A, accurate as of the Baseline Measurement Date that is identified in Attachment A; and
- (2) on or before the Baseline Report Date that is stated in Attachment A, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 14.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Attachment A.

14.2 SS4A Final Report.

The Recipient shall submit to the USDOT, not later than 120 days after the end of the period of performance, a report in the format specified by FHWA and with the content described in Attachment A that describes, consistent with sections 24112(g)-(h) of IIJA:

- (1) the costs of each eligible project and strategy carried out using the grant;
- (2) the roadway safety outcomes and any additional benefits (e.g., increased walking, biking, or transit use without a commensurate increase in serious and fatal crashes, etc.) that each such project and strategy has generated, as—
 - identified in the grant application; and
 - measured by data to the maximum extent practicable;
- (3) [RESERVED]
- (4) the lessons learned, and any recommendations related to future projects or strategies to prevent death and serious injuries on roads and streets.

14.3 Performance Measurement Information.

For each performance measure identified to be submitted annually in the Performance Measure Table in Attachment A, not later than January 31 of each year, the Recipient shall submit to the USDOT a Performance Measurement Report containing the data collected in the previous calendar year and stating the dates when the data was collected.

14.4 Performance Reporting Survival.

The data collection and reporting requirements in this article 14 survive the termination of this agreement which is three years post period of performance.

14.5 Program Evaluation.

As a condition of grant award, the recipient may be required to participate in an evaluation undertaken by USDOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, before/after photographs of the sites, qualitative activities such as videos describing the project and its impact on the community, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or USDOT staff.

ARTICLE 15

NONCOMPLIANCE AND REMEDIES

15.1 Noncompliance Determinations.

- (a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- (b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 15.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

- (1) accept the remedy;
- (2) acknowledge the noncompliance, but propose an alternative remedy; or
- (3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

(c) The USDOT may make a final determination of noncompliance only:

- (1) after considering the Recipient's response under section 15.1(b); or
- (2) if the Recipient fails to respond under section 15.1(b), after the time for that response has passed.

(d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the basis for that determination.

15.2 Remedies.

(a) If the USDOT makes a final determination of noncompliance under section 15.1(d), the USDOT may impose a remedy, including:

- (1) additional conditions on the award;
- (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
- (3) any other remedy legally available.

(b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.

(c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.

(d) In imposing a remedy under this section 15.2 or making a public interest determination under section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.

(e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 15.2 constitute a debt to the

Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

15.3 Other Oversight Entities.

Nothing in this article 15 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 16 AGREEMENT TERMINATION

16.1 USDOT Termination.

- (a) The USDOT may terminate this agreement and all its obligations under this agreement if any of the following occurs:
 - (1) the Recipient fails to obtain or provide any non-SS4A Grant contribution (all eligible project costs other than the SS4A Grant Amount, as described in section 3.3(a) of the grant agreement) or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;
 - (2) a construction start date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (3) a substantial completion date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,
 - (5) the USDOT determines that termination of this agreement is in the public interest.
 - (6) the Recipient fails to expend the funds within 5 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.
- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
- (c) This section 0 does not limit the USDOT's ability to terminate this agreement as a remedy under section 15.2.
- (d) The Recipient may request that the USDOT terminate the agreement under this section 0.

16.2 Closeout Termination.

- (a) This agreement terminates on Project Closeout.
- (b) In this agreement, “**Project Closeout**” means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

16.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT’s authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

16.4 Non-Terminating Events.

- (a) The end of the period of performance described under section 10.4 does not terminate this agreement or the Recipient’s obligations under this agreement.
- (b) The liquidation of funds under section 20.1 does not terminate this agreement or the Recipient’s obligations under this agreement.

16.5 Other Remedies. The termination authority under this article 16 supplements and does not limit the USDOT’s remedial authority under article 15 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 17

MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

17.1 Recipient Monitoring and Record Retention.

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
 - (1) that those activities comply with this agreement; and
 - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(e).
- (c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

17.2 Financial Records and Audits.

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the project, and the amount or nature of that portion of the cost of the project supplied by other sources, and any other financial records related to the project.
- (b) The Recipient shall keep accounts and records described under section 0(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.302–200.307, 2 C.F.R. part 200, subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Recipient shall separately identify expenditures under the fiscal year 2024 SS4A grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:
 - (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including “FY 2024” in the program name; and
 - (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2024” in column c (“Additional Award Identification”).

17.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

17.4 USDOT Record Access. The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

ARTICLE 18 CONTRACTING AND SUBAWARDS

18.1 Build America, Buy America. This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021), 2 CFR part 184, and Office of Management and Budget (OMB) Memorandum M-24-02, “Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.”

Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.

The Recipient shall not use funds provided under this award for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards for each construction material are provided at 2 CFR 184.6.

Inapplicability.

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a domestic content procurement preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies.

An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) manufactured products; (iii) construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated. An article, material, or supply incorporated into an infrastructure project must meet the requirements for only the single category in which it is classified.

Waivers.

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.transportation.gov/office-policy/transportation-policy/made-in-america>.

Definitions

“Construction materials” means articles, materials, or supplies that consist of only one of the items listed in paragraph (2) of this definition, except as provided in paragraph (1) of this definition. To the extent that one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

- (1) The listed items are:
 - non-ferrous metals;
 - plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
 - glass (including optic glass);
 - fiber optic cable (including drop cable)
 - lumber;
 - engineered wood; and
 - drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

“Manufactured products” means

(1) Articles, materials, or supplies that have been: (i) Processed into a specific form and shape; or (ii) combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(2) If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

“Predominantly of iron or steel or a combination of both” means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forging utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

“Project” means the development of a safety action plan (including supplemental and topical plans) or the temporary or permanent construction, alteration, maintenance, or repair of infrastructure in the United States.

“Section 70917(c) materials” cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

18.2 Small and Disadvantaged Business Requirements. The Recipient shall expend all funds under this award in compliance with the requirements at 2 C.F.R. 200.321 including any amendments thereto.

18.3 Engineering and Design Services. The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract

for architectural and engineering services is negotiated under 2 C.F.R. 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.

18.4 Foreign Market Restrictions. The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

18.6 Recipient Responsibilities for Subawards.

If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

18.7 Subaward and Contract Authorization.

If the USDOT Office for Subaward Authorization identified in section 5.1 is “FHWA Office of Acquisition and Grants Management,” then the Recipient must follow the requirements in 2 C.F.R. 200.308 (f) (6) and 2 C.F.R. 200.333, as applicable, for the subaward of any SS4A Grant work under the Project-Specific Agreement. Approvals under 2 CFR 200.308(f)(6) do not apply to the procurement acquisition of goods and services.

ARTICLE 19 COSTS, PAYMENTS, AND UNEXPENDED FUNDS

19.1 Limitation of Federal Award Amount. Under this award, the USDOT shall not provide funding greater than the amount obligated on the SS4A Grant cover page, Item 11, Federal Funds Obligated. The Recipient acknowledges that USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

19.2 Projects Costs. This award is subject to the cost principles at 2 C.F.R. part 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

19.3 Timing of Project Costs.

- (a) The Recipient shall not charge to this award costs that are incurred after the period of performance.

- (b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement unless there has been an approval of pre-award costs under 2 C.F.R. 200.458.

19.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

19.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 10.1 but not expended on allocable, allowable costs remain the property of the United States.

19.6 Timing of Payments to the Recipient. When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost.

19.7 Payment Method. The USDOT may deny a payment request that is not submitted using the method identified in section 5.2.

19.8 Information Supporting Expenditures.

(a) If the USDOT Payment System identified in section 5.2 is “DELPHI iSupplier,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs), shall identify the Federal share and the Recipient’s share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

(b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

19.9 Reimbursement Frequency. If the USDOT Payment System identified in section 5.2 is “DELPHI iSupplier,” then the Recipient shall not request reimbursement more frequently than monthly.

19.10 Match. The recipient should show on each request for reimbursement that at least 20 percent of the incurred costs will count towards match. If the recipient intends to vary the match percentage over the life of the project, it must communicate its plan to USDOT. The recipient is responsible for tracking match according to the plan. At the completion of the grant award, the cost share requirement must be met, and Federal funds must not exceed the project's Federal share.

ARTICLE 20

LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

20.1 Liquidation of Recipient Obligations.

(a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory availability to eligible entities date, which shall be 5 years after the date on which the grant is provided.

(b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

ARTICLE 21

AGREEMENT MODIFICATIONS

21.1 Bilateral Amendments. The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

21.2 Unilateral Contact Modifications. The USDOT may update the contacts who are listed in section 4.3 by written notice to all the Recipient contacts who are listed in sections 4.1 and 4.2.

21.3 USDOT Unilateral Modifications.

(a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.

(b) To unilaterally modify this agreement under this section 20.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

21.4 Other Modifications. The parties shall not amend, modify, or supplement this agreement except as permitted under sections 21.1, 21.2, 21.3. If an amendment, modification, or supplement is not permitted under section 21.1, not permitted under section 21.2, and not permitted under section 21.3, it is void.

ARTICLE 22

[RESERVED]

ARTICLE 23

[RESERVED]

ARTICLE 24 LABOR AND WORKFORCE

24.1 Labor and Workforce. Attachment E documents the consideration of job quality and labor rights, standards, and protections related to the Project.

ARTICLE 25 CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

25.1 Critical Infrastructure Security and Resilience.

Consistent with Presidential Policy Directive 21, “Critical Infrastructure Security and Resilience” (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project. Attachment F documents the consideration of critical security infrastructure for projects that include the purchase of information technology and/or operational technology.

ARTICLE 26 CIVIL RIGHTS AND TITLE VI

26.1 Civil Rights and Title VI

- (a) The purpose of sections 26.1(b)–26.1(c) is to ensure that the Recipient has a plan to comply with civil rights obligations and nondiscrimination laws, including Title VI and 49 C.F.R. part 21, including any amendments thereto.

(b) If the Recipient is an Existing Recipient, the Recipient shall submit to the USDOT either:

(1) not later than one month after the date of this agreement, documentation showing that the Recipient has complied with all reporting requirements under the Administering Operating Administration's implementation of Title VI; or

(2) not later than six months after the date of this agreement, both a Title VI Plan and a Community Participation Plan, as those plans are described in chapter II, sections 3–4 of DOT Order 1000.12C.

(c) If the Recipient is "New," then the Administering Operating Administration completed a Title VI Assessment of the Recipient, as described in chapter II, section 2 of DOT Order 1000.12C., before entering this agreement.

(d) In this section 26.1:

(1) "**Title VI**" means Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified at 42 U.S.C. 2000d to 2000d-4a).

(2) "**Existing**" means a prior recipient of DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

(3) "**New**" means a recipient who has not received DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

ARTICLE 27

FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

27.1 Uniform Administrative Requirements for Federal Awards. The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

27.2 Federal Law and Public Policy Requirements.

(a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

(b) Pursuant to Executive Order 14173, *Ending Illegal Discrimination And Restoring Merit-Based Opportunity*, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

- (c) Pursuant to Executive Order 14173, *Ending Illegal Discrimination And Restoring Merit-Based Opportunity*, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination law.
- (d) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

27.3 Federal Freedom of Information Act.

- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.
- (b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

27.4 History of Performance. Under 2 C.F.R 200.206, any Federal agency may consider the Recipient's performance under this agreement when evaluating the risks of making a future Federal financial assistance award to the Recipient.

27.5 Whistleblower Protection.

- (a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.
- (b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

27.6 External Award Terms and Obligations.

- (a) In addition to this document and the contents described in article 32, this agreement includes the following additional terms as integral parts:
 - (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
 - (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
 - (3) 2 C.F.R part 175: Award term for Trafficking in Persons; and
 - (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.
- (b) The Recipient shall comply with:

- (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
- (2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
- (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
- (4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

27.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

- (1) Appendix A to 49 C.F.R. part 20 (Certification Regarding Lobbying).

ARTICLE 28 ASSIGNMENT

28.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 29 WAIVER

29.1 Waivers.

- (a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.
- (b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.
- (c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

ARTICLE 30

ADDITIONAL TERMS AND CONDITIONS

30.1 Effect of Planning and Demonstration or Implementation Award. Based on information that the Recipient provided to the USDOT, including the Grant Application, as indicated in section 2.5, this agreement designates this award as a Planning and Demonstration award or an Implementation award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation as listed in the FY 2024 Notice of Funding Opportunity for Safe Streets and Roads for All.

30.2 Disclaimer of Federal Liability. The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

30.3 Environmental Review

(a) In this section, “**Environmental Review Entity**” means:

(1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and

(2) for all other cases, the FHWA.

(b) Except as authorized under section 30.3(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

(1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and

(2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.

(c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).

(d) The Recipient acknowledges that:

(1) the Environmental Review Entity’s actions under section 30.3(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and

- (2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.
- (e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (f) The activities described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align information in this agreement, then:
 - (1) the parties may amend this agreement under section 21.1 for consistency with the selected build alternative; or
 - (2) if the USDOT determines that the condition at section 16.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 16.1(a)(5).
- (g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

30.4 Railroad Coordination. If the agreement includes one or more milestones identified as a “Railroad Coordination Agreement,” then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad’s right-of-way.

30.5 Relocation and Real Property Acquisition.

- (a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.
- (c) The Recipient shall make available to displaced persons, , comparable replacement dwellings in accordance with 49 C.F.R. part 24.

30.6 Equipment Disposition.

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the FHWA.

- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.
- (c) The Recipient shall ensure compliance with this section 30.6 for all tiers of subawards under this award.

ARTICLE 31 MANDATORY AWARD INFORMATION

31.1 Information Contained in a Federal Award. For 2 C.F.R. 200.211:

- (1) the “Federal Award Date” is the date of this agreement, as defined under section 0;
- (2) the “Assistance Listings Number” is 20.939 and the “Assistance Listings Title” is “Safe Streets and Roads for All Grant Program”; and
- (3) this award is not for research and development.

ARTICLE 32 CONSTRUCTION AND DEFINITIONS

32.1 Attachments. This agreement includes the following attachments as integral parts:

Attachment A	Performance Measurement Information
Attachment B	Changes from Application
Attachment C	Reserved
Attachment D	Reserved
Attachment E	Labor and Workforce
Attachment F	Critical Infrastructure Security and Resilience
Attachment G	Reserved

32.2 Exhibits. The following exhibits, which are in the document titled “Exhibits to FHWA Grant Agreements Under the Fiscal Year 2024 SS4A Grant Program”, dated March 17, 2025, and available at <https://www.transportation.gov/grants/ss4a/grant-agreements>, are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Performance Progress Reports: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

32.3 Construction. If a provision in the exhibits or the attachments conflicts with a provision in articles 1–0, then the provision in articles 1–0 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

32.4 Integration. This agreement constitutes the entire agreement of the parties relating to the SS4A grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the SS4A grant program and awards under that program.

32.5 Definitions. In this agreement, the following definitions apply:

“**Program Statute**” means the BIL section 24112 and statutory text under the heading “Safe Streets and Roads for All Grants” in title I of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading.

“**Project**” means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement.

“**SS4A Grant**” means an award of funds that were made available under the SS4A NOFO.

“**Grant Application**” means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

ARTICLE 33 AGREEMENT EXECUTION AND EFFECTIVE DATE

33.1 Counterparts. This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

33.2 Effective Date. The agreement will become effective when all parties have signed it. The effective date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a SS4A Grant when the USDOT’s authorized representative signs it.

U.S. DEPARTMENT OF TRANSPORTATION

**EXHIBITS TO FHWA GRANT AGREEMENTS UNDER THE
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT
PROGRAM**

June 13, 2024

Revised: March 17, 2025

Revised: November 4, 2025

EXHIBIT A

APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement for a FY 2024 Safe Streets and Roads for All Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

General Federal Legislation

- a. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
- e. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
- f. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
- h. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
- i. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
- l. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- m. American Indian Religious Freedom Act, P.L. 95-341, as amended
- n. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- o. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
- p. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
- q. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- r. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
- s. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
- t. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
- u. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
- w. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
- x. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- y. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
- z. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
- aa. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
- bb. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
- cc. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C.

- 1101 -1104, 541, et seq.
- dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
 - ee. Freedom of Information Act – 5 U.S.C. 552, as amended
 - ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
 - gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
 - hh. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
 - ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
 - jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
 - kk. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303
 - ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
 - mm. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
 - nn. Wilderness Act – 16 U.S.C. 1131-1136
 - oo. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
 - pp. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
 - qq. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
 - rr. Cargo Preference Act of 1954 – 46 U.S.C. 55305
 - ss. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

Executive Orders

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12549 – Debarment and Suspension
- e. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- f. Executive Order 14025 – Worker Organizing and Empowerment
- g. Executive Order 14149, Restoring Freedom of Speech and Ending Federal Censorship
- h. Executive Order 14154, Unleashing American Energy
- i. Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing
- j. Executive Order 14168 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- k. Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity

Presidential Policy Directives and Memorandums

- a. Presidential Policy Directive 21 – Critical Infrastructure Security and Resilience
- b. National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Systems

General Federal Regulations

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
- h. New Restrictions on Lobbying – 49 C.F.R. Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21, including any amendments thereto
- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26, including any amendments thereto (as applicable under section 18.3 of this agreement)

Office of Management and Budget Circulars

- a. Any applicable OMB Circular based upon the specific FY 2024 Safe Streets and Roads for All Grant Recipient.

Highway Federal Legislation

- a. Agreements relating to the use of an access to rights-of-way—Interstate System, 23 U.S.C. 111
- b. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- c. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
- d. Efficient Environmental Reviews - 23 U.S.C. 139
- e. Policy on lands, wildlife and waterfowl refuges, and historic sites - 49 U.S.C. 303

Federal Highway Regulations

- a. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- b. National Highway System Design Standards – 23 C.F.R. Part 625
- c. Location and Hydraulic Design of Encroachments on Flood Plains – 23 C.F.R. Part 650 Subpart A
- d. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
- e. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- f. Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites (Section 4(f)) – 23 C.F.R. Part 774
- g. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122

Specific assurances required to be included in the FY 2024 Safe Streets and Roads for All Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

EXHIBIT B
ADDITIONAL STANDARD TERMS

TERM B.1
TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY ASSISTED
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities
Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37, and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Technical Application and by entering into this agreement under the FY 2024 Safe Streets and Roads for All (SS4A) grant program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21, including any amendments thereto (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2024 SS4A grant program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. Part 21, including any amendments thereto, will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2024 SS4A Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable

provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2024 SS4A grant program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2024 SS4A grant program.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21, including any amendments thereto.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), the Consolidated Appropriations Act, 2024, Pub. L. No. 118-122 (Mar. 9, 2024), the Regulations for the Administration of FY 2024 SS4A grant program, and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to

and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21, including any amendments thereto.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

TERM B.2

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements,

consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2024 SS4A grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2024 SS4A Grant, as set out below.

1. Instructions for Certification – First Tier Participants:

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

TERM B.3
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY
CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“Covered Transaction” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“Felony Conviction” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“Participant” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“Tax Delinquency” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “SAM”) at <http://www.sam.gov/> for an entry describing that entity.
3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:
 - (1) Certify whether the entity has a Tax Delinquency; and
 - (2) Certify whether the entity has a Felony Conviction.
4. **Prohibition.** If
 - (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
 - (2) an entity provides an affirmative response to either certification in section 3; or
 - (3) an entity’s certification under section 3 was inaccurate when made or became inaccurate after being madethen a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.
5. **Mandatory Notice to the USDOT.**
 - (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
 - (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
 - (c) If the Recipient knows that a Participant’s certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.
6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:
 - (1) require the SAM check in section 2;
 - (2) require the certifications in section 3;
 - (3) include the prohibition in section 4; and

- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

TERM B.4

RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

- (1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—
 - (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
 - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts*. To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

EXHIBIT C
QUARTERLY PERFORMANCE PROGRESS REPORTS:
FORMAT AND CONTENT

1. Purpose. The purpose of the Quarterly Performance Progress Reports under this agreement for the FY 2024 SS4A grant program is to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.

2. Format and Content. The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. The first Quarterly Performance Progress Report should include a detailed description of the items funded.

(a) Project Information. This section provides the name of the project, the State, the federal agency to which the report is submitted, submission date, award number, name of the recipient, report year and quarter and NOFO funding year.

(b) Project Overall Status. This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any significant activities and issues, action items and outstanding issues.

i. **Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable IJA or NOFO requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.

ii. **Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.

(c) Milestones. This section documents progress of the milestones outlined in Section 3.2. The Recipient should include the baseline date (when the project is projected to begin) of each milestone, amendments to those dates (if applicable) and the actual/expected date of completion. There are Milestone charts for action plans, supplemental planning activities, demonstration activity projects and implementation (both construction and non-construction) projects.

EXHIBIT D
FORM FOR SUBSEQUENT OBLIGATION OF FUNDS

The USDOT and **[recipient name]** entered a grant agreement for the **[project name]** that was executed by the USDOT on **[date of USDOT signature on original agreement]** (the “Agreement”).

This instrument obligates **[\$XXX]** for **[insert portion of project listed in the Agreement]**.

[Recipient name] states that:

- (1) the Agreement accurately describe the Project’s activities;
- (2) for each completion date listed in the Agreement, the Recipient’s estimate for that milestone is not more than six months after the date listed in the Agreement;
- (3) comparing the Project’s current budget with the amounts listed in the Agreement, the “Non-Federal Funds” amount has not decreased and the total eligible project costs amount has not decreased; and
- (4) under the terms of article 21 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

[Recipient name] acknowledges that USDOT is acting in reliance on the Recipient’s statements above.

	By: _____
Date	Signature of Recipient’s Authorized Representative
	[insert name]

	Name
	[insert title]

	Title

The USDOT has determined that all applicable Federal requirements for obligating these funds are satisfied.

	By
Date	Signature of USDOT's Authorized Representative
	[insert name]
	Name
	[insert title]
	Title

RESOLUTION

WHEREAS, on October 17, 2025, the Township of West Orange (the “Township”) issued an Invitation to Bid with the Township’s Bid Specifications (the “Bid Specifications”) seeking bids for its Contract for Armed/Unarmed Security Officers of Municipal Court Security (“Municipal Court Security Services”) pursuant to N.J.S.A. 40A:11-4; and

WHEREAS, on November 19, 2025 the Township received six (6) bids in response to the Bid Specifications, including: (i) Sterling Securities, LLC for \$39.50 per hour per armed security officer and \$27.00 per hour per unarmed security officer; (ii) Custom Protective Services for \$40.00 per hour per armed security officer and \$27.00 per hour per unarmed security officer; and (iii) Pro Cops Security for \$42.00 per hour per armed security officer and \$29.00 per hour per unarmed security officer; (iv) IronRock Security for \$44.60 per hour per armed security officer and \$28.67 per hour per unarmed security officer; (v) Pro-Guard Services of America for \$48.00 per hour per armed security officer and \$28.00 per hour per unarmed security officer; (vi) Priority Group Services for \$74.20 per hour per armed security officer and \$57.75 per hour per unarmed security officer; and

WHEREAS, the bid from Sterling Securities with its principal offices at 155 Pompton Ave, Suite 106 Verona, NJ 07444 constitutes the lowest responsible bid for the proposed Agreement for Municipal Court Security Services in accordance with N.J.S.A. 40A:11-4; and

WHEREAS, the Township has prepared and Sterling Securities has executed a proposed Agreement for Municipal Court Security Services, annexed hereto as Exhibit “A.”

WHEREAS, the Invitation to Bid and contract for Municipal Court Security Services were issued under the “fair and open” process pursuant to N.J.S.A. 19:44A-20.5 and N.J.S.A. 40A:11-4; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto as Exhibit “A,” to retain Sterling Securities to provide Municipal Court Security Services to the Township on the terms and conditions set forth therein; and it is further **RESOLVED** that notice of this award shall be available in the Clerk’s office in accordance with applicable law.

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

Joe Krakoviak,
Council President

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Adopted: December 9, 2025

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

John C. Ditinyak, CFO

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287-25

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**AGREEMENT FOR ARMED/UNARMED
SECURITY OFFICERS FOR MUNICIPAL COURT SECURITY**

THIS AGREEMENT, dated as of the 9th day of **December, 2025** between the Township of West Orange, a Municipal Corporation, in the County of Essex, and the State of New Jersey (hereinafter referred to as the "Township"), having its principal offices at 66 Main Street, West Orange, New Jersey; and **STERLING SECURITIES.**, (hereinafter referred to as the "Contractor"), having its principal offices at 155 Pompton Avenue, Suite 106 Verona, NJ 07044

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WHEREAS, pursuant to N.J.S.A. 40A:11-4, on October 17, 2025, the Township issued an Invitation to Bid with the Township's Bid Specifications (the "Bid Specifications") seeking bids for its Contract for Armed/Unarmed Security Officers of Municipal Court Security ("Municipal Court Security Services"), annexed hereto as Exhibit "A;" and

WHEREAS, on November 19, 2025, the Contractor submitted a bid in response to the Bid Specifications, annexed hereto as Exhibit "**B**," seeking award of the Contract for Municipal Court Security Services (the "Contract") for a term of one (1) year with an option for the Township to renew the Contract for either an additional: two (2) additional one-year term; at an hourly rate of \$39.50 per hour per armed security officer or \$27.00 per hour per unarmed security officer; and

WHEREAS, the Contractor's bid contained the lowest hourly rates for both armed security officers and unarmed security officers in accordance with N.J.S.A. 40A:11-4; and

WHEREAS, the Invitation to Bid and contract for Municipal Court Security Services were issued under the "fair and open" process pursuant to N.J.S.A. 19:44A-20.5 and N.J.S.A. 40A:11-4; and

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WHEREAS, the Township shall determine and direct the Contractor regarding the number of armed security officers and unarmed security officers for a total of three (3) security officers providing the Municipal Court Security Services.

WITNESSETH

1. The Contractor hereby covenants and agrees to furnish and deliver to the Township, Municipal Court Security consistent with the scope of services as set forth in the Bid Specifications and the Contractor's Bid submitted on November 19, 2025 (the "Bid") consistent with the Township's determination of the number of armed officers and unarmed officers at the hourly rates set forth in the Bid, but which cannot exceed the annual cost of Annual Cost for 2 Armed Security Officers and 1 Unarmed Security Officer at **\$49,608.00** as set forth in the Bid.

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

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

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

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

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

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

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

8. This agreement is effective as of **March 1, 2026** and covers the period of March 1, 2026 *through* February 28, 2027. The Township shall have the option to extend the terms of this agreement for two (2) additional one-year terms: (i) from March 1, 2027 through February 29, 2028; and (ii) from March 1, 2028 through February 28, 2029.

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

ATTEST:

STERLING SECURITIES

Name:

Name:

ATTEST: _

TOWNSHIP OF WEST ORANGE

KAREN CARNEVALE, R.M.C
TOWNSHIP CLERK

BY: _____
MAYOR SUSAN McCARTNEY

Deleted: ¶

RESOLUTION TO HOLD A CLOSED SESSION

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

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

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

BE IT RESOLVED, that the Township Council of the Township of West Orange, now assembled in public session at its regular meeting of **December 9, 2025** enter into a closed session to consider the following matter(s).

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

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

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

1. **80 Main Street - Potential Litigation Attorney/Client Communication**
2. **Attorney/Client Communication/Legal Advice re: Communications During Meetings;**
3. **Personnel - Consent for Outside Counsel to Perform Investigation**

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

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

The foregoing resolution was duly adopted by the Township Council of the Township of West Orange at a public meeting held on **December 9, 2025.**

Motion:

Second:

Vote

Aye:

Opposed:

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

Joe Krakoviak
Council President

Adopted: December 9, 2025

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC,
SUBSECTION 7-21, MULTI-WAY STOPS OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE**

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

Section 1. The Township Council of the Township of West Orange finds it in the interest of public safety to designate the following intersections as a Multi-Way Stop Intersection pursuant to N.J.S.A.39:4-8(b).

Section 2. The Municipal Engineer of the Township of West Orange designated Bright View Engineering (BVE) of Livingston, N.J. to collect data and assess conditions at the following location. Their methodology conforms with provisions set forth in N.J.S.A. 39:4-8 and the applicable requirements of the Manual on Uniform Traffic Control Devices (MUTCD).

Section 3. Subsection 7-21, Multi-Way Stops, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows pursuant to the provisions of N.J.S.A. 39: 4-8 (*italic type denotes deletion, bold type denotes addition*):

Intersection:

Stop Signs On:

Forest Hill Road at Dartmouth Road

All intersecting streets

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

Section 5. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 6. Unless another penalty is expressly provided by New Jersey Statute, every person convicted of a violation of any provision of this Ordinance or any supplement thereto shall be liable to the

penalty of not more than fifty dollars (\$50.00) or imprisonment for a term not to exceed fifteen (15) days or both, as per W.O.R.G.O. Chapter 7-4.2

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

Joe Krakoviak, Council President

Susan McCartney, Mayor

Introduced: November 24, 2025

Adopted: December 9, 2025

Legislative History

The Ordinance, which amends the Traffic Regulations of the Township, designates the intersection listed as a Multi-Way Stop intersection with Stop signs on all approaches. Due to the safety concerns and multiple requests from Township residents, the Township's Engineering Division authorized a Traffic Study by Bright View Engineering (BVE) that determined that a Multi-Way Stop intersection would allow safe movement of vehicles and pedestrians, especially during rush hours and school dismissal hours.



November 7, 2025

VIA (E-MAIL)

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

**Re: All-Way Stop Analysis
Dartmouth Road & Forest Hill Road
West Orange Township, Essex County, New Jersey
BVE Project No.: 251404**

Dear Ms. Carballo:

Bright View Engineering (*BVE here-in*) was tasked by the Township of West Orange (*the Township here-in*) with performing an analysis to determine if an All-Way Stop configuration is appropriate at the intersection of Dartmouth Road & Forest Hill Road.

BVE, in coordination with the Township, collected data during various site visits, reviewed crash information provided by the Township and crash data from NJDOT's Safety Voyager to assess the existing conditions at the project intersection. The collected data and observations were utilized to determine if the existing traffic conditions in the project area justify the implementation of the new traffic pattern. This analysis was performed per the standards set forth within NJSA 39:4-8, 39:4-138 & 39:4-197 (*Title 39*), the applicable requirements of the Manual on Uniform Traffic Control Devices (*MUTCD*) and AASHTO - A Policy on Geometric Design of Highways and Streets (*The Green Book*). The following points were considered within the scope of our study:

- An inventory of the roadway facilities in the project vicinity, including the existing physical and traffic operating characteristics;
- Data collection including traffic volume and crash data;
- All-Way Stop Analysis;
- Summary and Conclusions



I. EXISTING CONDITIONS

Multiple field investigations were conducted to obtain an inventory of existing roadway conditions, posted traffic controls, adjacent land uses, lane configurations of the roadways in the study area, and existing vehicular and pedestrian traffic patterns. The following is a brief description of the roadways:

The intersection of Dartmouth Road & Forest Hill Road is a 4-legged unsignalized intersection. Dartmouth Road is STOP controlled at its intersection with Forest Hill Road. We note that the intersection is approximately 600 feet away from Roosevelt Middle School.

Dartmouth Road is a north-south oriented roadway which spans approximately 0.23 miles between Winding Way & Club Boulevard through West Orange Township. There are no NJDOT Straight Line Diagram for this roadway. There is no posted speed limit for this roadway. It is our opinion that a 25 MPH speed limit is appropriate and conforms with the guidance set forth within the New Jersey Statutes Title 39. Dartmouth Road provides for a pavement width of 30 feet. On-street parking is permitted on both sides of the roadway. Within the study location, a 5-foot sidewalk is present along the both sides of Dartmouth Road. The land use along Dartmouth Road is generally residential in nature.

Forest Hill Road is an east-west roadway which spans approximately 0.77 miles through West Orange Township between Collamore Terrace and South Valley Road. There are no NJDOT Straight Line Diagram for this roadway. The posted speed limit is 25 MPH. It is our opinion that a 25 MPH speed limit is appropriate and conforms with the guidance set forth within the New Jersey Statutes Title 39. Forest Hill Road provides for an approximate pavement width of 26 feet. On-street parking is permitted along the roadway. In addition, within the study location, a 5-foot sidewalk is present along the south side of the roadway. The land use along Forest Hill Road is generally residential in nature.



Figure 1 – Study Location





II. DATA COLLECTION

CRASH HISTORY DATA

BVE obtained crash data from the Township and through NJDOT's Safety Voyager. There were no crashes reported at the study intersection within a five-year period.

TRAFFIC VOLUME DATA

The traffic volume data was collected using Manual Turning Movement Counts (*MTMC*). Counts were conducted on Thursday, October 9, 2025, from 6:00AM to 7:00PM. **Table 1**, below, indicates the weekday morning, school dismissal and evening peak hour volumes.

Table 1 – 2025 Existing Traffic Volumes – Dartmouth Road & Forest Hill Road

Peak Hour of Operation	Dartmouth Road (NB)					Dartmouth Road (SB)					Forest Hill Road (EB)					Forest Hill Road (WB)				
	L	T	R	P	B	L	T	R	P	B	L	T	R	P	B	L	T	R	P	B
7:45AM-8:45AM	11	23	14	14	0	5	4	0	3	0	1	36	23	69	0	7	26	5	23	0
3:00PM-4:00PM	15	17	10	28	0	4	4	0	1	0	0	22	14	56	0	10	16	6	12	0
5:00PM-6:00PM	7	6	8	1	0	1	0	0	1	0	1	18	4	9	1	9	27	2	4	1

*L – Left, T – Thru, R – Right, P – Pedestrians, B – Bikes

*Evening Peak Hour occurs between (4PM to 7PM)



HCM Capacity Analysis

The study intersection was evaluated during the weekday morning peak hour, and weekday evening peak hours. The results of these analyses provided the Level of Service and average seconds of delay for the intersection movements. Levels of Service (LOS) are briefly detailed for 2025 existing conditions in **Table 2** and the 2025 conditions with an All-Way STOP control implemented in **Table 3** below. Further details regarding the operating level of service and approach delays may be observed within the Synchro Reports found within Appendix A.

Table 2 – 2025 Existing Conditions – LOS/Delay

Roadway	Approach	AM Peak Hour	Dismissal Peak Hour	PM Peak Hour
Dartmouth Road	NB	B/10.1	A/9.9	A/9.0
	SB	A/9.9	A/9.6	A/9.1
Forest Hill Road	EB	A/0.1	A/0.0	A/0.3
	WB	A/1.4	A/2.3	A/1.7
<i>Intersection</i>	Overall	A/4.1	A/4.8	A/3.3

Based on **Table 2**, under the existing conditions, the intersection operates at an overall Level of Service ‘A’ during each of the studied peak hours.

Table 3 – 2025 Proposed Conditions – All-Way STOP Control - LOS/Delay

Roadway	Approach	AM Peak Hour	Dismissal Peak Hour	PM Peak Hour
Dartmouth Road	NB	A/7.4	A/7.3	A/7.0
	SB	A/7.5	A/7.3	A/7.3
Forest Hill Road	EB	A/7.3	A/7.1	A/7.0
	WB	A/7.4	A/7.2	A/7.2
<i>Intersection</i>	Overall	A/7.4	A/7.2	A/7.1

Based on **Table 3**, implementing an All-Way Stop results in all intersection movements operating at a Level of Service ‘A’ during all studied time periods.



III. ALL-WAY STOP ANALYSIS

Table 4 – All-Way Stop Analysis Results

Warrant A – Crash Experience	<i>Not Satisfied</i>
Warrant B – Sight Distance	<i>Not Satisfied</i>
Warrant C – Transition to Signal/Yield Control at Circular Intersection	<i>Not Applicable</i>
Warrant D – 8-Hour Volume	<i>Not Satisfied</i>
Warrant E – Other Factors	<i>Satisfied</i>

Based on **Table 4**, an All-Way Stop is **justified** for the intersection of Dartmouth Road & Forest Hill Road per the MUTCD, 11th Edition guidelines.

We utilized the following criteria in evaluating the study location for the application of an All-Way Stop treatment. The information below is excerpted from the MUTCD, Section 2B.12-17, All-Way Stop Control:

Section 2B.12 All-Way Stop Control

Support:

- 01 *The provisions in the following sections describe warrants for the recommended engineering study to determine all-way stop control. Warrants are not a substitute for engineering judgment. The fact that a warrant for a particular traffic control device is met is not conclusive justification to install or not install all-way stop control. Because each intersection will have unique characteristics that affect its operational performance or safety, it is the engineering study for a given intersection that is ultimately the basis for a decision to install or not install all-way stop control.*
- 02 *All-way stop controls at intersections with substantially differing approach volumes can reduce the effectiveness of these devices for all roadway users.*

Guidance:

- 03 *The decision to establish all-way stop control at an unsignalized intersection should be based on an engineering study. The engineering study for all-way stop control should include an analysis of factors related to the existing operation and safety at the intersection, the potential to improve these conditions, and the applicable factors contained in the following all-way stop control warrants:*
 - A. All-Way Stop Control Warrant A: Crash Experience (see Section 2B.13)*
 - B. All-Way Stop Control Warrant B: Sight Distance (see Section 2B.14)*
 - C. All-Way Stop Control Warrant C: Transition to Signal Control or Transition to Yield Control at a Circular Intersection (see Section 2B.15)*
 - D. All-Way Stop Control Warrant D: 8-Hour Volume (Vehicles, Pedestrians, Bicycles) (see Section 2B.16)*
 - E. All-Way Stop Control Warrant E: Other Factors (see Section 2B.17)*

Option:

- 04 *The decision to install all-way stop control on site roadways open to public travel may be based on engineering judgment.*



Standard:

- 05 *The satisfaction of an all-way stop control warrant or warrants shall not in itself require the installation of all-way stop control at an unsignalized intersection.*

Section 2B.13 All-Way Stop Control Warrant A: Crash Experience

Option:

- 01 *All-way stop control may be installed at an intersection where an engineering study indicates that:*
- A. For a four-leg intersection, there are five or more reported crashes in a 12-month period or six or more reported crashes in a 36-month period that were of a type susceptible to correction by the installation of all-way stop control.*
 - B. For a three-leg intersection, there are four or more reported crashes in a 12-month period or five or more reported crashes in a 36-month period that were of a type susceptible to correction by the installation of all-way stop control.*

Based on the provided crash data, the intersection reports no correctable crashes that are susceptible to correction by installing an All-Way Stop control within a five-year period. **The warrant was not satisfied.**

Section 2B.14 All-Way Stop Control Warrant B: Sight Distance

Option:

- 01 *All-way stop control may be installed at an intersection where an engineering study indicates that sight distance on the minor-road approaches controlled by a STOP sign is not adequate for a vehicle to turn onto or cross the major (uncontrolled) road.*

Support:

- 02 *At such a location, a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop.*

We conducted a sight distance analysis for the intersection of Dartmouth Road & Forest Hill Road. This analysis was performed as per the standards set forth within the 2018 AASHTO - A Policy on Geometric Design of Highways and Streets (*The Green Book*). Dartmouth Road & Forest Hill Road has a posted speed limit of 25 MPH. Based on Table 3-1 & 9-7 of the AASHTO standards, a design speed of 30 MPH (5 MPH over the posted speed limit) with a leveled roadway will require an intersection sight distance of 335 feet and a stopping sight distance of 200 feet.



Figure 2 – Sight Distance – Dartmouth Road & Forest Hill Road



Based on the existing geometry of the intersection, we find that the intersection sight distance (335 feet) for a stopped vehicle on the minor road (Dartmouth Road) to be insufficient. We observed overgrown foliage are conflicting with the intersection sight triangle. We observed that if vehicles stop closer to the mainline on Dartmouth Road, then they would have clear visibility of the traffic conditions at the intersection and would be able to safely make a turn onto Forest Hill Road. We note that stopping sight distance on the major road (Forest Hill Road) to be sufficient.

It is our opinion that clear sight lines should be maintained by properly maintaining trees and foliage and prohibiting parking at the corners and within the sight triangle of the study intersection. We recommend that the Township cooperate with its residents to trim overgrown foliage and clear obstruction from sight triangles, as reasonable. **The warrant was not satisfied.**

Section 2B.15 All-Way Stop Control Warrant C: Transition to Signal Control or Transition to Yield Control at a Circular Intersection

Option:

01 All-way stop control may be installed at locations where all-way stop control is an interim measure that can be installed to control traffic while arrangements are being made for the installation of a traffic control signal (see Chapter 4C) at the intersection or for the installation of yield control at a circular intersection.

The study location is not a circular intersection nor is a traffic signal currently planned. **This warrant is not applicable.**



Section 2B.16 All-Way Stop Control Warrant D: 8-Hour Volume (Vehicles, Pedestrians, Bicycles)

Option:

- 01 *All-way stop control may be installed at an intersection where an engineering study indicates:*
- A. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the major street approaches is at least 300 units per hour for each of any 8 hours of a typical day; and*
 - B. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the minor street approaches is at least 200 units per hour for each of any of the same 8 hours.*
- 02 *If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants may be reduced to 70 percent of the values given in Items A and B in Paragraph 1 of this Section.*

We identified Forest Hill Road as the Major Street, and Dartmouth Road is identified as the Minor Street. The approach speed of both the major street and minor street is 25 MPH which is less than the 40 MPH MUTCD guideline, thus the minimum vehicular warrants of at least 300 vehicles per hour for any 8 hours of an average day from the major street approach (*total of both approaches*) and at least 200 combined vehicles and pedestrian volume per hour for the same 8 hours from the minor street approach (*total of both approaches*) apply. The volumes used for an All-Way Stop analysis are detailed in **Table 5** below:

Table 5 – Traffic Volume Analysis for Dartmouth Road & Forest Hill Road

Approach		Major	Minor	Major	Minor
Time		Forest Hill Road	Dartmouth Road	>300 MUTCD 16.1.A	>200 MUTCD 16.1.B
1	6:45AM-7:45AM	37	23	NO	NO
2	7:45AM-8:45AM	190	74	NO	NO
3	8:45AM-9:45AM	47	32	NO	NO
4	9:45AM-10:45AM	24	13	NO	NO
5	10:45AM-11:45AM	25	8	NO	NO
6	11:45AM-12:45PM	36	18	NO	NO
7	12:45PM-1:45PM	29	14	NO	NO
8	1:45PM-2:45PM	41	27	NO	NO
9	2:45PM-3:45PM	132	76	NO	NO
10	3:45PM-4:45PM	70	33	NO	NO
11	4:45PM-5:45PM	69	28	NO	NO
12	5:45PM-6:45PM	57	21	NO	NO

From this data we observe that Forest Hill Road (Major) approach hourly volumes does not meet the requirements (*300 veh*), and the Dartmouth Road (Minor) approach hourly volumes do not meet the hourly volume requirements (*200 veh*) for at least eight hours during a single day. The warrant is **not satisfied**. However, we note that there is an increase in vehicular volume on the minor road (Dartmouth Road) during the school morning and dismissal peak hours.



Section 2B.17 All-Way Stop Control Warrant E: Other Factors

Option:

01 *All-way stop control may be installed at an intersection where an engineering study indicates that all-way stop control is needed due to other factors not addressed in the other all-way stop control warrants. Such other factors may include, but are not limited to, the following:*

- A. The need to control left-turn conflicts,*
- B. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where all-way stop control would improve traffic operational characteristics of the intersection, or*
- C. Where pedestrian and/or bicyclist movements support the installation of all-way stop control.*

We observed that the two through streets of Dartmouth Road & Forest Hill Road are of similar design and operating characteristics where an All-Way STOP control would improve traffic conditions in the area.

We also observed that the intersection of Dartmouth Road & Forest Hill Road experienced high pedestrian activity with 109 pedestrians during the morning peak hour and 97 pedestrians during the school dismissal peak hour. We observed the majority of pedestrians are students walking to and from Roosevelt Middle School, which is located within 600 feet of the intersection. Implementing an All-Way Stop will improve pedestrian safety and the overall intersection operation for all roadway users. Based on Warrant E, conditions B & C, we find that this **warrant is satisfied.**



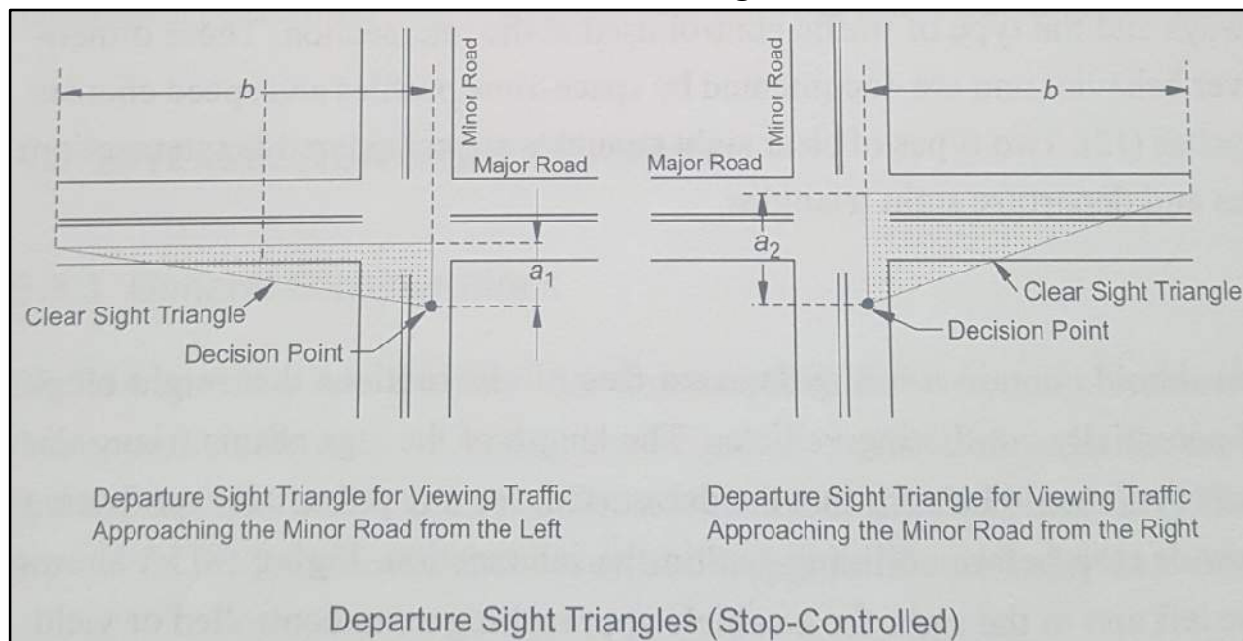
IV. TRAFFIC CALMING RECOMMENDATIONS

It is our recommendation that alternative traffic calming measures be studied along Dartmouth Road & Forest Hill Road to improve the safety and operation of the roadway and pedestrian facilities. Treatments which can be considered include but are not limited to:

Sight Distance Improvements – At the intersection Dartmouth Road & Forest Hill Road, the line of sight of approaching vehicles was found to be obstructed due to objects within the sight triangle. We did observe, however, that if stopped vehicles pulled up closer to the mainline along the controlled approach, that they would have improved visibility of traffic conditions at the intersection and would also be more visible themselves.

It is our opinion that if trees and other foliage near the corners are removed and parking is prohibited back from the corners of the intersection, then the sight distance can be improved. We recommend that the Township of West Orange continue to collaborate with its residents to trim overgrown foliage back and remove obstructions from sight triangles, as reasonable.

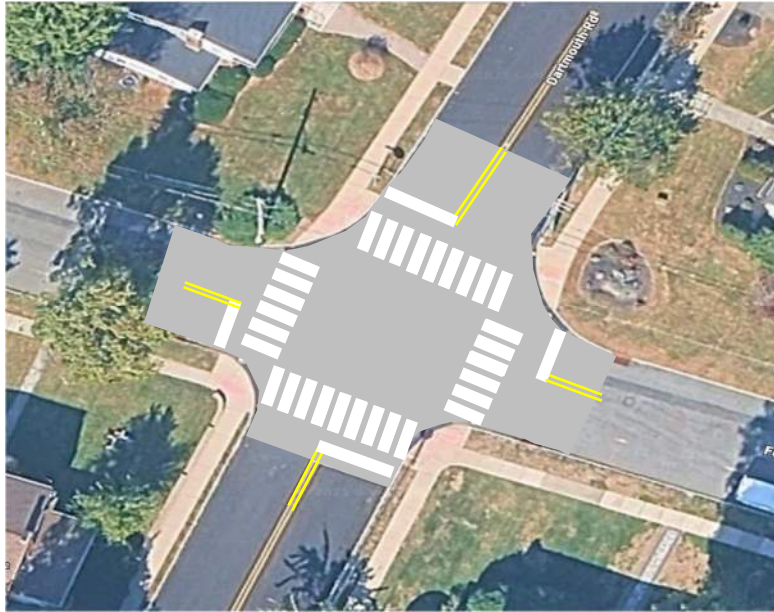
FIGURE 4 – Intersection Sight Distance





International Pattern Crosswalks – It is our experience that this striping pattern provides high visibility for motorists of pedestrians in the crosswalk and may provide reduced maintenance costs. Should it be implemented at the study location we recommend that a minimum of 8 feet tall, 24-inch-wide bars 4 feet on center, white thermoplastic crossing be installed.

FIGURE 5 – International Pattern Crosswalks



Update Striping– We recommend that the Township of West Orange consider restriping faded markings to better define the lanes and to encourage motorists to travel at lower speeds and prevent crashes. The striping of road markings will allow the motorists to see the lanes carefully and follow the signs presence better. This treatment will improve the sight distance, pedestrian safety and prohibit parking along the intersection.

Update Signage – We recommend the Township of West Orange consider replace and update all signs to meet current MUTCD standards. Ensuring that signage meets current regulations will improve visibility and enhance road safety for motorists.

Speed Limit Signs - We recommend the Township of West Orange consider the installation of additional speed limit signs along Dartmouth Road & Forest Hill Road. We observed that minimal to no speed limits signs are posted along Dartmouth Road & Forest Hill Road.

Additional Improvements

We recommend that the following proposed improvements be considered to improve the overall safety and quality of the roadway for both pedestrians and motorists in the area:

- Enhance the landscape of streets by maintaining the curb and sidewalk paths; and
- Install additional lighting at the intersection.



V. SUMMARY & CONCLUSIONS

BVE has concluded that an All-Way Stop condition at this intersection is justified based on 2B.17 Warrant E: Other Factors of the 2023 MUTCD.

It is our recommendation that the Township of West Orange consider traffic calming measures and work with its residents to improve the safety and operational characteristics at the intersection of Dartmouth Road & Forest Hill Road. Based upon our observations, it is our opinion that the study intersection warrants the implementation of an All-Way STOP Control based on the guidelines within the MUTCD. We present the following in support of this recommendation as well as other traffic treatments which may be considered:

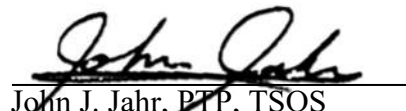
- The intersection of Dartmouth Road & Forest Hill Road reported no crashes within a five-year period.
- We observed that Dartmouth Road & Forest Hill Road are through streets of similar design and operating characteristics where an All-Way STOP control would improve traffic conditions in the area.
- We observed that the intersection of Dartmouth Road & Forest Hill Road had 109 pedestrians during the morning peak hour, 97 pedestrians during the school dismissal peak hour and 15 pedestrians during evening peak hour. We note that the pedestrians during the morning and school dismissal peak hour were mostly students traveling to and from Roosevelt Middle School.
- We note that the existing conditions of the intersection of Dartmouth Road & Forest Hill Road operate at an overall Level of Service 'A' during each of the studied peak hours.
- Implementing an All-Way STOP condition at the intersection of Dartmouth Road & Forest Hill Road will maintain an overall Level of Service 'A' during each of the studied peak hours.
- We observed that the intersection sight distance of Dartmouth Road at Forest Hill Road was not adequate based on horizontal sight lines blocked by overgrown foliage. We recommend that the Township of West Orange collaborate with its residents to trim overgrown foliage back, remove obstructions, and enforce parking restrictions from sight triangles, as reasonable.



- It is our recommendation that the Township consider implementing an international crosswalk pattern throughout all of its pedestrian crossings. This striping pattern should be comprised of white 24" thick bars, set 4' on center, and no less than 8' wide. We recommend an 8' wide crosswalk for this area where school crossing signs are present. This pattern provides greater visibility for both pedestrians and motorists who approach the facility, greater painted surface area provides greater reflectivity during nighttime lighting conditions, and due to how the pattern is laid out it may require less upkeep costs for the Township due to reduced wear and tear.
- We recommend the Township of West Orange consider refreshing the striping along Dartmouth Road & Forest Hill Road to give motorists better travel lane definition. All striping should be implemented per the guidance presented within the MUTCD;
- We recommend the Township of West consider replacing older and faded signs along Dartmouth Road & Forest Hill Road with MUTCD compliant signs with newer retroreflective materials for improved visibility;
- We recommend the Township of West Orange consider implementing additional speed limit signs throughout Dartmouth Road & Forest Hill Road.
- Based upon our analysis, it is our engineering judgement that the implementation of an All Way STOP control will improve operation and safety for all travel modes at the intersection.

Should you have any questions or require additional information please do not hesitate to contact me at (732) 236-7557.

Very truly yours,
Bright View Engineering


John J. Jahr, PTP, TSOS
Principal
(732) 236-7557


Aaron J. Schrager, PE, PP, CME
Principal

JJJ/as/am
<https://bvengr.sharepoint.com/sites/bvengr/proj/251404-WOT-Darhmouth-Forest-AWS/Dartmouth-Road-Forest-Hill-Road-All-Way-Stop.docx>
Enclosures: Technical Appendix



Bright View Engineering
Moving you forward

BRIGHT VIEW ENGINEERING
70 SOUTH ORANGE AVE, SUITE 109
LIVINGSTON, NEW JERSEY 07039

Count Name: Forest-Hill-Rd-Dartmouth-Rd
BVE proje. #: 251404
Start Date: Thursday, 10/09/2025

251404-West-Orange-Forest-Hill-Rd-Dartmouth-Rd																									
Township of West Orange New Jersey																									
Thursday, October 9, 2025																									
Time	Southbound Dartmouth Road						Westbound Forest Hill Road						Northbound Dartmouth Road						Eastbound Forest Hill Road						Total
	UT	LT	TH	RT	Peds/ Bikes	App. Total	UT	LT	TH	RT	Peds/ Bikes	App. Total	UT	LT	TH	RT	Peds/ Bikes	App. Total	UT	LT	TH	RT	Peds/ Bikes	App. Total	
6:00 AM	0	0	0	0	0	0	0	1	1	0	0	2	0	0	0	1	0	1	0	0	0	0	0	0	3
6:15 AM	0	0	0	1	0	1	0	0	0	0	0	0	0	1	0	2	1	3	0	0	1	0	0	1	5
6:30 AM	0	1	0	0	0	1	0	1	0	0	2	1	0	0	0	2	0	2	0	0	0	0	0	0	4
6:45 AM	0	0	0	0	2	0	0	1	0	0	0	1	0	1	0	3	1	4	0	0	3	0	0	3	8
Hourly Total	0	1	0	1	2	2	0	3	1	0	2	4	0	2	0	8	2	10	0	0	4	0	0	4	20
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	1	2	0	0	4	0	0	4	6
7:15 AM	0	0	0	0	0	0	0	0	6	1	0	7	0	0	0	4	0	4	0	0	3	1	0	4	15
7:30 AM	0	1	0	1	0	2	0	2	0	0	1	2	0	0	1	1	5	2	0	0	6	0	9	6	12
7:45 AM	0	4	0	0	0	4	0	0	14	4	9	18	0	1	4	2	4	7	0	0	13	4	29	17	46
Hourly Total	0	5	0	1	0	6	0	2	20	5	10	27	0	1	5	9	10	15	0	0	26	5	38	31	79
8:00 AM	0	1	1	0	2	2	0	0	7	1	7	8	0	2	3	1	1	6	0	0	7	3	4	10	26
8:15 AM	0	0	2	0	0	2	0	1	3	0	5	4	0	5	3	3	8	11	0	0	9	5	19	14	31
8:30 AM	0	0	1	0	1	1	0	6	2	0	2	8	0	3	13	8	1	24	0	1	7	11	17	19	52
8:45 AM	0	2	0	0	0	2	0	3	5	0	0	8	0	6	8	5	2	19	0	0	6	1	2	7	36
Hourly Total	0	3	4	0	3	7	0	10	17	1	14	28	0	16	27	17	12	60	0	1	29	20	42	50	145
9:00 AM	0	0	0	0	0	0	0	1	5	0	0	6	0	0	2	1	1	3	0	0	3	1	1	4	13
9:15 AM	0	0	0	0	0	0	0	1	2	0	3	3	0	0	0	2	2	2	0	0	4	0	0	4	9
9:30 AM	0	0	0	0	0	0	0	1	1	0	0	2	0	0	0	1	0	1	0	1	5	1	0	7	10
9:45 AM	0	0	0	0	0	0	0	0	2	0	0	2	0	0	2	0	0	2	0	0	1	0	0	1	5
Hourly Total	0	0	0	0	0	0	0	3	10	0	3	13	0	0	4	4	3	8	0	1	13	2	1	16	37
10:00 AM	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	1	3	1	0	0	1	0	1	1	3
10:15 AM	0	0	0	0	0	0	0	1	4	1	0	6	0	0	0	0	4	0	0	0	3	0	2	3	9
10:30 AM	0	0	1	0	0	1	0	1	2	0	1	3	0	0	1	1	0	2	0	0	3	0	0	3	9
10:45 AM	0	0	0	0	1	0	0	0	2	1	1	3	0	0	0	0	0	0	0	0	2	0	0	2	5
Hourly Total	0	0	1	0	1	1	0	2	9	2	2	13	0	0	1	2	7	3	0	0	9	0	3	9	26
11:00 AM	0	0	0	0	0	0	0	2	2	0	1	4	0	2	0	1	0	3	0	0	2	1	0	3	10
11:15 AM	0	0	0	0	0	0	0	0	2	1	0	3	0	1	0	0	0	1	0	0	1	0	0	1	5
11:30 AM	0	0	0	1	0	1	0	2	3	0	0	5	0	1	0	1	0	2	0	0	2	0	0	2	10
11:45 AM	0	0	0	0	0	0	0	1	5	0	0	6	0	1	0	4	1	5	0	0	1	0	3	1	12
Hourly Total	0	0	0	1	0	1	0	5	12	1	1	18	0	5	0	6	1	11	0	0	6	1	3	7	37



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BRIGHT VIEW ENGINEERING
70 SOUTH ORANGE AVE, SUITE 109
LIVINGSTON, NEW JERSEY 07039

Count Name: Forest-Hill-Rd-Dartmouth-Rd
BVE proje. #: 251404
Start Date: Thursday, 10/09/2025

251404-West-Orange-Forest-Hill-Rd-Dartmouth-Rd																									
Township of West Orange New Jersey																									
Thursday, October 9, 2025																									
Time	Southbound Dartmouth Road						Westbound Forest Hill Road						Northbound Dartmouth Road						Eastbound Forest Hill Road						Total
	UT	LT	TH	RT	Peds/ Bikes	App. Total	UT	LT	TH	RT	Peds/ Bikes	App. Total	UT	LT	TH	RT	Peds/ Bikes	App. Total	UT	LT	TH	RT	Peds/ Bikes	App. Total	
12:00 PM	0	0	1	0	0	1	0	0	3	1	0	4	0	0	3	3	3	6	0	0	3	0	0	3	14
12:15 PM	0	0	0	0	1	0	0	0	2	1	3	3	0	0	1	0	0	1	0	0	2	1	1	3	7
12:30 PM	0	0	0	0	0	0	0	1	1	0	0	2	0	0	0	0	0	0	0	0	4	0	3	4	6
12:45 PM	0	0	0	0	0	0	0	1	3	0	0	4	0	1	2	1	1	4	0	0	5	0	0	5	13
Hourly Total	0	0	1	0	1	1	0	2	9	2	3	13	0	1	6	4	4	11	0	0	14	1	4	15	40
1:00 PM	0	0	0	0	0	0	0	1	1	0	0	2	0	0	0	2	2	2	0	0	1	0	1	1	5
1:15 PM	0	0	0	0	0	0	1	1	4	0	1	6	0	0	1	1	1	2	0	1	0	0	1	1	9
1:30 PM	0	0	0	0	0	0	0	0	4	0	0	4	0	0	0	2	0	2	0	0	2	0	1	2	8
1:45 PM	0	0	0	0	2	0	0	3	1	0	3	4	0	1	0	3	0	4	0	0	3	0	0	3	11
Hourly Total	0	0	0	0	2	0	1	5	10	0	4	16	0	1	1	8	3	10	0	1	6	0	3	7	33
2:00 PM	0	0	0	1	0	1	0	1	7	0	0	8	0	0	0	3	2	3	0	0	2	0	0	2	14
2:15 PM	0	1	1	0	0	2	0	1	5	0	0	6	0	0	0	2	3	2	0	0	3	0	1	3	13
2:30 PM	0	0	0	1	0	1	0	2	4	2	0	8	0	3	1	2	1	6	0	1	1	1	0	3	18
2:45 PM	0	0	0	0	0	0	0	2	5	1	0	8	0	2	1	0	0	3	0	0	6	0	2	6	17
Hourly Total	0	1	1	2	0	4	0	6	21	3	0	30	0	5	2	7	6	14	0	1	12	1	3	14	62
3:00 PM	0	2	2	0	1	4	0	3	6	1	4	10	0	0	2	1	16	3	0	0	9	8	41	17	34
3:15 PM	0	1	2	0	0	3	0	3	4	3	1	10	0	5	2	3	4	10	0	0	3	4	4	7	30
3:30 PM	0	1	0	0	0	1	0	3	1	1	3	5	0	6	12	5	8	23	0	0	5	1	8	6	35
3:45 PM	0	0	0	0	0	0	0	1	5	1	4	7	0	4	1	1	0	6	0	0	5	1	3	6	19
Hourly Total	0	4	4	0	1	8	0	10	16	6	12	32	0	15	17	10	28	42	0	0	22	14	56	36	118
4:00 PM	0	0	0	0	0	0	0	1	4	2	0	7	0	1	0	3	4	4	0	0	5	1	13	6	17
4:15 PM	0	1	3	0	0	4	0	3	3	1	0	7	0	1	0	1	3	2	0	0	3	0	3	3	16
4:30 PM	0	1	0	0	0	1	0	1	4	1	0	6	0	2	2	4	1	8	0	0	1	1	3	2	17
4:45 PM	0	1	1	0	0	2	0	0	2	0	0	2	0	4	0	2	0	6	0	0	6	1	2	7	17
Hourly Total	0	3	4	0	0	7	0	5	13	4	0	22	0	8	2	10	8	20	0	0	15	3	21	18	67



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BRIGHT VIEW ENGINEERING
70 SOUTH ORANGE AVE, SUITE 109
LIVINGSTON, NEW JERSEY 07039

Count Name: Forest-Hill-Rd-Dartmouth-Rd
BVE proje. #: 251404
Start Date: Thursday, 10/09/2025

251404-West-Orange-Forest-Hill-Rd-Dartmouth-Rd Township of West Orange New Jersey Thursday, October 9, 2025																									
Time	Southbound Dartmouth Road						Westbound Forest Hill Road						Northbound Dartmouth Road						Eastbound Forest Hill Road						Total
	UT	LT	TH	RT	Peds/ Bikes	App. Total	UT	LT	TH	RT	Peds/ Bikes	App. Total	UT	LT	TH	RT	Peds/ Bikes	App. Total	UT	LT	TH	RT	Peds/ Bikes	App. Total	
5:00 PM	1	0	0	0	0	1	0	3	7	1	0	11	0	1	2	2	0	5	0	0	3	1	6	4	21
5:15 PM	0	1	0	0	0	1	1	2	5	1	3	9	0	1	2	1	0	4	0	0	6	0	3	6	20
5:30 PM	0	0	0	0	1	0	0	2	5	0	2	7	0	2	2	3	1	7	0	0	5	2	0	7	21
5:45 PM	0	0	0	0	0	0	0	2	10	0	0	12	0	3	0	2	0	5	0	1	4	1	1	6	23
Hourly Total	1	1	0	0	1	2	1	9	27	2	5	39	0	7	6	8	1	21	0	1	18	4	10	23	85
6:00 PM	0	0	0	0	0	0	0	0	7	0	0	7	0	1	1	1	1	3	0	0	3	0	1	3	13
6:15 PM	0	1	1	0	0	2	0	3	4	0	0	7	0	0	0	2	0	2	0	0	3	0	1	3	14
6:30 PM	0	1	0	0	0	1	0	2	5	2	4	9	0	1	0	3	3	4	0	0	2	1	0	3	17
6:45 PM	0	1	0	0	1	1	0	2	5	0	1	7	0	2	2	1	0	5	0	0	4	1	1	5	18
Hourly Total	0	3	1	0	1	4	0	7	21	2	5	30	0	4	3	7	4	14	0	0	12	2	3	14	62
DAILY TOTAL	1	21	16	5	12	43	2	69	186	28	61	285	0	65	74	100	89	239	0	5	186	53	187	244	811
Cars	1	20	16	4	12	41	2	65	180	28	60	275	0	65	74	97	89	236	0	5	179	47	186	231	783
Heavy Vehicles	0	1	0	1	0	2	0	4	6	0	0	10	0	0	0	3	0	3	0	0	7	6	0	13	28
Heavy Vehicle %	0.0%	4.8%	0.0%	20.0%	0.0%	4.7%	0.0%	5.8%	3.2%	0.0%	0.0%	3.5%	0.0%	0.0%	0.0%	3.0%	0.0%	1%	0.0%	0.0%	3.8%	11.3%	0.0%	5.3%	3.5%
Bicycles	0	0	0	0	-	-	0	0	0	0	-	-	0	1	2	0	-	-	0	0	1	0	-	-	4
Pedestrians	-	-	-	-	12	-	-	-	-	-	60	-	-	-	-	-	89	-	-	-	-	186	-	-	347
Bikes on CW	-	-	-	-	0	-	-	-	-	-	1	-	-	-	-	-	0	-	-	-	-	1	-	-	2



251404-West-Orange-Forest-Hill-Rd-Dartmouth-Rd
Township of West Orange New Jersey
Thursday, October 9, 2025

AM Peak Hour																										
Time	Southbound Dartmouth Road						Westbound Forest Hill Road						Northbound Dartmouth Road						Eastbound Forest Hill Road						Total	
	UT	LT	TH	RT	Peds/ Bikes	App. Total	UT	LT	TH	RT	Peds/ Bikes	App. Total	UT	LT	TH	RT	Peds/ Bikes	App. Total	UT	LT	TH	RT	Peds/ Bikes	App. Total		
7:45 AM	0	4	0	0	0	4	0	0	14	4	9	18	0	1	4	2	4	7	0	0	13	4	29	17	46	
8:00 AM	0	1	1	0	2	2	0	0	7	1	7	8	0	2	3	1	1	6	0	0	7	3	4	10	26	
8:15 AM	0	0	2	0	0	2	0	1	3	0	5	4	0	5	3	3	8	11	0	0	9	5	19	14	31	
8:30 AM	0	0	1	0	1	1	0	6	2	0	2	8	0	3	13	8	1	24	0	1	7	11	17	19	52	
Peak Hour Total	0	5	4	0	3	9	0	7	26	5	23	38	0	11	23	14	14	48	0	1	36	23	69	60	155	
PHF	0.00	0.31	0.50	0.00	0.38	0.56	0.00	0.29	0.46	0.31	0.64	0.53	0.00	0.55	0.44	0.44	0.44	0.50	0.00	0.25	0.69	0.52	0.59	0.79	0.75	
Cars	0	5	4	0	-	9	0	7	25	5	-	37	0	11	23	14	-	48	0	1	33	22	-	56	150	
Heavy Vehicles	0	0	0	0	-	0	0	0	1	0	-	1	0	0	0	0	-	0	0	0	3	1	-	4	5	
Heavy Vehicle %	0	0.0%	0.0%	0.0%	-	0.0%	0	0.0%	3.8%	0%	-	2.6%	0	0.0%	0.0%	0.0%	-	0.0%	0	0.0%	8%	4.3%	-	6.7%	3.2%	
Pedestrians	-	-	-	-	3	-	-	-	-	-	23	-	-	-	-	-	14	-	-	-	-	-	69	-	109	
Bikes on CW	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	0	

Afternoon Peak Hour																										
Time	Southbound Dartmouth Road						Westbound Forest Hill Road						Northbound Dartmouth Road						Eastbound Forest Hill Road						Total	
	UT	LT	TH	RT	Peds/ Bikes	App. Total	UT	LT	TH	RT	Peds/ Bikes	App. Total	UT	LT	TH	RT	Peds/ Bikes	App. Total	UT	LT	TH	RT	Peds/ Bikes	App. Total		
3:00 PM	0	2	2	0	1	4	0	3	6	1	4	10	0	0	2	1	16	3	0	0	9	8	41	17	34	
3:15 PM	0	1	2	0	0	3	0	3	4	3	1	10	0	5	2	3	4	10	0	0	3	4	4	7	30	
3:30 PM	0	1	0	0	0	1	0	3	1	1	3	5	0	6	12	5	8	23	0	0	5	1	8	6	35	
3:45 PM	0	0	0	0	0	0	0	1	5	1	4	7	0	4	1	1	0	6	0	0	5	1	3	6	19	
Peak Hour Total	0	4	4	0	1	8	0	10	16	6	12	32	0	15	17	10	28	42	0	0	22	14	56	36	118	
PHF	0.00	0.50	0.50	0.00	0.25	0.50	0.00	0.83	0.67	0.50	0.75	0.80	0.00	0.63	0.35	0.50	0.44	0.46	0.00	0.00	0.61	0.44	0.34	0.53	0.84	
Cars	0	3	4	0	-	7	0	10	16	6	-	32	0	15	17	10	-	42	0	0	21	13	-	34	115	
Heavy Vehicles	0	1	0	0	-	1	0	0	0	0	-	0	0	0	0	0	-	0	0	0	1	1	-	2	3	
Heavy Vehicle %	0	25.0%	0%	0.0%	-	12.5%	0	0.0%	0.0%	0.0%	-	0.0%	0	0.0%	0.0%	0.0%	-	0.0%	0	0.0%	4.5%	7.1%	-	5.6%	2.5%	
Pedestrians	-	-	-	-	1	-	-	-	-	-	12	-	-	-	-	-	28	-	-	-	-	-	56	-	97	
Bikes on CW	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	0	



Bright View Engineering
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BRIGHT VIEW ENGINEERING
70 SOUTH ORANGE AVE, SUITE 109
LIVINGSTON, NEW JERSEY 07039

Count Name: Forest-Hill-Rd-Dartmouth-Rd
BVE proje. #: 251404
Start Date: Thursday, 10/09/2025

PM Peak Hour																									
Time	Southbound Dartmouth Road						Westbound Forest Hill Road						Northbound Dartmouth Road						Eastbound Forest Hill Road						Total
	UT	LT	TH	RT	Peds/ Bikes	App. Total	UT	LT	TH	RT	Peds/ Bikes	App. Total	UT	LT	TH	RT	Peds/ Bikes	App. Total	UT	LT	TH	RT	Peds/ Bikes	App. Total	
5:00 PM	1	0	0	0	0	1	0	3	7	1	0	11	0	1	2	2	0	5	0	0	3	1	6	4	21
5:15 PM	0	1	0	0	0	1	1	2	5	1	3	9	0	1	2	1	0	4	0	0	6	0	3	6	20
5:30 PM	0	0	0	0	1	0	0	2	5	0	2	7	0	2	2	3	1	7	0	0	5	2	0	7	21
5:45 PM	0	0	0	0	0	0	0	2	10	0	0	12	0	3	0	2	0	5	0	1	4	1	1	6	23
Peak Hour Total	1	1	0	0	1	2	1	9	27	2	5	39	0	7	6	8	1	21	0	1	18	4	10	23	85
PHF	0.25	0.25	0.00	0.00	0.25	0.50	0.25	0.75	0.68	0.50	0.42	0.81	0.00	0.58	0.75	0.67	0.25	0.75	0.00	0.25	0.75	0.50	0.42	0.82	0.92
Cars	1	1	0	0	-	2	1	9	26	2	-	38	0	7	6	8	-	21	0	1	18	4	-	23	84
Heavy Vehicles	0	0	0	0	-	0	0	0	1	0	-	1	0	0	0	0	-	0	0	0	0	0	-	0	1
Heavy Vehicle %	0	0.0%	0%	0.0%	-	0.0%	0	0.0%	3.7%	0.0%	-	2.6%	0	0.0%	0.0%	0.0%	-	0.0%	0	0.0%	0.0%	0.0%	-	0.0%	1.2%
Pedestrians	-	-	-	-	1	-	-	-	-	-	4	-	-	-	-	-	1	-	-	-	-	-	9	-	15
Bikes on CW	-	-	-	-	0	-	-	-	-	-	1	-	-	-	-	-	0	-	-	-	-	-	1	-	2



Total Vehicles On Leg			151		
Vehicles Entering Intersection 43			Vehicles Exiting Intersection 108		
Southbound					
Cars	4	16	20	1	12
Heavy	1	0	1	0	0
Total	5	16	21	1	12



Total Vehicles on Leg 500	Vehicles Entering Intersection 244	Eastbound	Cars	Heavy	Total
	Vehicles Exiting Intersection 256		186	0	186
			0	0	0
			5	0	5
			179	7	186
			47	6	53



Daily Volumes

	Cars	Heavy	Total	Westbound	Vehicles Entering Intersection 285	Total Vehicles on Leg 594
	28	0	28			
	180	6	186			
	65	4	69			
	2	0	2			
	60	0	60			



Cars	89	0	65	74	97
Heavy	0	0	0	0	3
Total	89	0	65	74	100
Northbound					
Vehicles Entering Intersection 239			Vehicles Exiting Intersection 138		
Total Vehicles On Leg			377		

