

1. Conference Agenda

Documents:

[CA 4.28.26.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 04.28.26.PDF](#)

3. Bill List

Documents:

[4.28.26.PDF](#)

4. Resolution(S)

4.I. 124-26

Documents:

[124-26 RESOLUTION TO INTRODUCE THE 2026 BUDGET.PDF](#)

4.II. 125-26

Documents:

[125-26 AUTHORIZING ACCESS AGREEMENT FOR 12-18 ASHLAND AVENUE.PDF](#)
[125-26 EXHIBIT A - ACCESS AGREEMENT - 12-18 ASHLAND \(FINAL\).PDF](#)

4.III. 126-26

Documents:

[126-26 EXECUTIVE SESSION.PDF](#)

4.IV. 127-26

Documents:

[127-26 RESOLUTION TO PURCHASE DEPTFORD QUINT 3-2026 \(FINAL\).PDF](#)
[127-26 AGREEMENT FOR SALE OF QUINT FIRE APPARATUS \(FINAL\).PDF](#)
[127-26 FORM BILL OF SALE FOR QUINT \(FINAL\).PDF](#)

4.V. 128-26

Documents:

[128-26 RESOLUTION FOR TEMPORARY EMERGENCY APPROPRIATIONS - 4-28-2026.PDF](#)

4.VI. 129-26

Documents:

[129-26 AWARD OF CONTRACT TO STV- SAFE ROUTES TO SCHOOL \(FINAL\).PDF](#)
[129-26 \(EXHIBIT A\) STV-CONSULTANT-AGEEMENT_2026-01-05.PDF](#)
[129-26 \(EXHIBIT B\) WO EXECUTED AGREEMENT 03.17.2026.PDF](#)
[129-26 RIDER TO STV INCORPORATED CONTRACT.PDF](#)

4.VII. 130-26

Documents:

[130-26 - AUTH. REIMBURSEMENT FOR SNOW REMOVAL - PRIVATE COMM. 2025.PDF](#)
[130-26 COPY OF 2025 SNOW REMOVAL REIMBURSEMENT.PDF](#)
[130-26 GENERAL ORDINANCE 1421 PROCEDURE FOR REIMBURSEMENT. - TOWNSHIP OF WEST ORANGE NJ.PDF](#)

4.VIII. 131-26 REMOVED

4.IX. 132-26

Documents:

[132-26 AUTHORIZING AWARD OF CONTRACT FOR TREE PLANTING TO DOWNES - 2026.PDF](#)
[132-26 BID RESULTS AND PLANHOLDERS \(002\).PDF](#)

4.X. 133-26

Documents:

[133-26 AUTH. AWARD OF CONTRACT-PURCHASE OF STACK SERVER TO SHI INTERNATIONAL THRU NJ COOP. PURCHASING ALLIANCE.PDF](#)
[133-26 - SHI QUOTE-27387800.PDF](#)

4.XI. 134-26 REMOVED

4.XII. 135-26 REMOVED

4.XIII. 136-26 REMOVED

4.XIV. 137-26 REMOVED

5. Ordinances On Second And Final Reading

5.I. 2955-26

Documents:

[2955-26 AMEND CH. 25, SECT. 47.5 ORGANIZATION-LAND USE BOARD- CHAIR AND VICE CHAIR-FINAL.PDF](#)
[2955-26 PB - RESPONSE - AMENDMENT TO ZONING BOARD ORDINANCE SECTION 25-47.5 \(2955-26\) 4.21.2026.PDF](#)

6. Ordinance(S) On First Reading

6.I. 2970-26

Documents:

[2970-26 ORDINANCE MT. PLEASANT AVE SPEED LIMIT CHANGE \(V1 DJH\).DOC.PDF](#)

6.II. 2971-26

Documents:

[2971-26 ORDINANCE AMMENDING CHAPTER 7-32.2 RESTRICTED PARKING ZONES 4.8.26 \(FINAL\).DOC.PDF](#)

6.III. 2972-26

Documents:

[2972 26 - CAP ORDINANCE.PDF](#)

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, April 28, 2026
Meeting No. 9

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The notice for this meeting was emailed to the West Orange Chronicle and the Star Ledger on October 30, 2025.

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

6:30 P.M.

- **Presentation: GI Go Fund- Red, White & Blue Day – A Non-Profit Organization Assisting Military Veterans and their Families**

- **Public Meeting – 7:00 p.m.**

REVISED

PUBLIC MEETING AGENDA

Township of West Orange

66 Main Street – 7:00 p.m.

Tuesday, April 28, 2026 - Meeting No. 9

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The notice for this meeting was emailed to the West Orange Chronicle and the Star Ledger on October 30, 2025.

Statement of Decorum

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

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

Pledge of Allegiance

1. Public Comment

2. *Consent Agenda

3. *Approval of Minutes of Previous Meeting – Public Meeting April 14, 2026

4. *Report of Township Officers – None

5. *Reading of Petitions and Communications and Bids

- a. **Re-Bid** - Repair and Maintenance of EMS Apparatus for the WOFD

6. *Bill List

7. *Resolution(s)

- a. **124-26** INTRODUCTION OF THE 2026 MUNICIPAL BUDGET (Ditinyak)

- b. **125-26** Resolution Authorizing the Execution of the Access Agreement for 12-18 Ashland Avenue (Carballo)

- c. **126-26** Resolution Authorizing an Executive Session for the Purpose of Discussing Personnel-West Orange Fire Chief; **Personnel-Retiree Payouts**; Contract Negotiations-Redevelopment-Matrix (Smeraldo)

- d. **127-26** Resolution Authorizing the Purchase of a 2006 Seagrave 75' “ Meanstick” Quint Fire Apparatus from the Township of Deptford, in the Amount of \$200,000.00 (Semeraro)

- e. **128-26** Resolution Authorizing Emergency Temporary Appropriations Pursuant to the Provisions of Chapter 96, P.L. 1951 (NJSA 40A:4-20) (Ditinyak)
- f. **129-26** Resolution Awarding a Contract for the Performance of Preliminary Engineering Services to STV Incorporated, a New York Corporation For 2024 NJDOT Safe Routes to School Improvement Project (Carballo)
- g. **130-26** Resolution Authorizing 2025 Reimbursement for Services to Private Communities – Snow Removal (Smeraldo)
- h. **131-26 REMOVED**
- i. **TABLED 132-26** Resolution Authorizing a Contract with Downes Tree Service Co., Inc., 65 Royal Lane, Hawthorne, NJ 07506 for the Purchase and Planting of 200 Trees and the Purchase and Installation of Root Barriers and Deer Fencing in an Amount NTE \$144,625.00 (Reynolds)
- j. **133-26** Resolution Authorizing an Award of Contract for the Purchase Stack Server to SHI International through the New Jersey Cooperative Purchasing Alliance (Reynolds)
- k. **134-26 REMOVED**
- l. **135-26 REMOVED**
- m. **136-26 REMOVED**
- n. **137-26 REMOVED**

8. Ordinance(s) on Second and Final Reading

- a. **2955-26** An Ordinance Amending Chapter 25, “Land Use Regulations,” Section 47.5, “Organization,” of the Revised General Ordinances of the Township of West Orange to Permit Successive Terms as Chairperson and Vice-chairperson (Semeraro)

9. Ordinance(s) on First Reading

- a. **2970-26** An Ordinance Amending And Supplementing Chapter 7, Traffic, Subsection 7-29.1, Speed Limits In General, Of The Revised General Ordinances Of The Township Of West Orange (Carballo) **The Ordinance, which amends the Traffic Regulations of the Township, establishes a Speed Limit of 25 miles per hour (mph) on Mount Pleasant Avenue, between Prospect Avenue and Gregory Avenue, and establishes a 35 miles per hour (mph) limit between Gregory Avenue and Main Street. These changes are implemented at the request of the Essex County Engineer prior to the installation of new speed limit signs. The Municipal Engineer, in conjunction with and having the support of the West Orange Chief of Police agreed upon the 35MPH limit from Gregory Avenue to Main Street based on the review of data on vehicular speeds and vehicular volumes along Mount Pleasant Avenue and crash data. The Municipal Engineer has determined that the criteria of the New Jersey Department of Transportation and N.J.S.A. 39:4-98(b) 1 & 2 were met to establish these Speed Limits.**
- b. **2971-26** An Ordinance Amending and Supplementing Chapter 7, “Traffic,” Section 32.2, “Restricted Parking Zones,” Of the Municipal Code of the Township of West Orange (Carballo) **This Ordinance**

amends and supplements Chapter 7 Traffic, Subsection 32.2 Restricted Parking Zones of the Revised General Ordinances. Restricted Parking Stalls will be established in front of 8 McKinley Avenue and 30 Park Terrace for the exclusive use of the residents who are in possession of a NJMVC Disability ID and Parking Placard. These Stalls were requested by the residents of each location and are permissible under NJ Statutes Annotated (N.J.S.A.) 39:4-197.7. Parking is permitted in the restricted parking zone except when prohibited by other sections of Chapter 7 of the Revised General Ordinances. Additionally, two Restricted Parking Stalls will be removed from 111 Chestnut Street and 9 Cross Street because the residents have moved and they are no longer required.

- c. **2972-26** Calendar Year 2026 Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (N.J.S.A. 40a: 4-45.14) (Ditinyak)

10. Pending Matters/New Matters/Council Discussion

- a. Town Trust Resolution – A Mirror Resolution to Executive Order #12
- b. Resolution Regulating the Use of Municipal Property & Resources in Connection with Civil Immigration Enforcement
- c. Change to Cannabis Ordinance – Extension of Hours
- d. REMOVED**
- e. Transparency Ordinance - An ordinance of multiple features designed to increase and improve transparency for residents on municipal government operations.

11. ABC Hearing(s)-None

12. Adjournment

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

Please click the link below to join the webinar:

ZOOM LINK:

<https://us02web.zoom.us/j/82841112112?pwd=a6lYlLcUKfENNaHUaZdq9LApCgOgvV.1>

Webinar ID: 828 4111 2112

Passcode: 329642

Dial in: 646 931 3860

Public Comment – In Person Only

Next Meeting Date(s): Tuesday, May 12, 2026

The agenda is subject to change.

Township of West Orange

Bills List

Total: 6,344,727.70

User: liliana 04/21/2026 14:24:17

Date: 4/7/26 To 04/20/2026 Acc: 01- To 99-9999-99-9999-999 Order By :Account

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
03-2475-16-0030-	- ORD# 2475-16 INDOOR IMPROVEMENTS					
03-2475-16-0030-010	- INDOOR IMPROVEMENTS IT Improvements					
187577		SHI INTERNATIONAL	1,329.07	#B21035843 res 104-25 quote 25899666 and 25899672 municity configuration servi	03/28/2025	00/00/0000
03-2475-16-0030-030	- IT IMPROVEMENTS Police Tower Certification					
189819		PASCACK DATA SERVICES, INC	807.32	#2207 SONIC WALL TZ270 NETWORK SECURITY/FIREWALL APPLIANCE - 8 PORT 10/100/100	12/01/2025	00/00/0000
189819		PASCACK DATA SERVICES, INC	3,199.07	#2207 BUFFALO TERACTION WS5420RN 4-BAY WINDOWS SERVER IoT 2025 RACKMOUNT NAS	12/01/2025	00/00/0000
189819		PASCACK DATA SERVICES, INC	705.91	#2207 BUFFALO ENHANCED KEEP YOUR DRIVE - EXTENED WARRANTY - 5 YEAR WARRANTY	12/01/2025	00/00/0000
189819		PASCACK DATA SERVICES, INC	3,600.00	#2207 INSTALLATION SERVICES (GOVT)	12/01/2025	00/00/0000
Total: ORD# 2475-16 INDOOR IMPROVEMENTS			9,641.37			
03-2661-21-0600-	- ORD# 2661-21 Vehicles					
03-2661-21-0600-110	- Vehicles Enterprise Vehicles					
190649		ENTERPRISE FM TRUST	37,777.86	#610665-040326 LEASE(PO CLOSED IN ERROR 174343, 174712, 17935,, 175050, 175052	02/06/2026	00/00/0000
Total: ORD# 2661-21 Vehicles			37,777.86			
03-2662-21-0100-	- ORD# 2662-21 Downtown Redevelopment					
03-2662-21-0100-010	- Downtown Redevelopment Downtown Redevelopment					
186384		MATRIX NEW WORLD ENGINEERING,	6,467.50	#R23-02443-20 RES 342-24 PROF SERV	12/18/2024	00/00/0000
186735		CME ASSOCIATES	8,658.00	#0395267 res 60-25 environmental services 25 lakeside ave ground water monitor	01/31/2025	00/00/0000
186378		CME ASSOCIATES	5,475.00	#0395266 RES 349-24 PROFESSIONAL SERVICES -LSRP 6 LINDSLEY AVE	12/18/2024	00/00/0000
Total: ORD# 2662-21 Downtown Redevelopment			20,600.50			
03-2813-23-0500-	- ORD# 2813-23 Engineering/DPW- Street Roads Sewer Side					
03-2813-23-0500-010	- Engineering/DPW- Street Roads Sewer Side Street Roads Sewer & Sidewalks					
191502		GRABOWSKI CONSTRUCTION	24,904.54	RESOLUTION 123-26 EMERGENCY REPAIR OLD SHORT HILLS RD	04/20/2026	00/00/0000
Total: ORD# 2813-23 Engineering/DPW- Street Roads Sewer Side			24,904.54			
03-2814-23-0400-	- ORD# 2814-23 Outdoor Facility Improvement					
03-2814-23-0400-110	- Outdoor Facility Improvement Engineering/DPW-UST Replacement					
182225		T. SLACK ENVIRONMENTAL SERVIC	84,636.80	#FB9848 RES 359-23 REMOVAL AND REPLACEMENT TANK FH 1	11/03/2023	00/00/0000
03-2814-23-0400-120	- Outdoor Facility Improvement Engineering/DPW-UST Replacement					
182225		T. SLACK ENVIRONMENTAL SERVIC	100,000.00	#FB9848 RES 359-23 REMOVAL AND REPLACEMENT TANK FH 1	11/03/2023	00/00/0000
Total: ORD# 2814-23 Outdoor Facility Improvement			184,636.80			
03-2829-23-0400-	- ORD# 2829-23 Outdoor Facility Improvements					
03-2829-23-0400-020	- Outdoor Facility Improvements VARIOUS OUTDOOR FACILITY IMPROVEMENTS					

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
189995		BEN SHAFFER RECREATION INC	109,336.15	#BS251028ST RES 265-25 LAFAYETTE PARK NOT TO EXCEED proposal 3946-4	12/11/2025	00/00/0000
Total: ORD# 2829-23 Outdoor Facility Improvements			109,336.15			
03-2830-23-0400-	- ORD# 2830-23 Outdoor Facility Improvements					
03-2830-23-0400-010	- Outdoor Facility Improvements Next Phase: Stagg, Lafayette,Jenkins					
191120		PETRY ENGINEERING LLC	2,000.00	#26-060-01 PROFESSIONAL ENGINEERING SERVICES: LAFAYETTE KIDDIE PARK STAKE OUT	12/31/2025	00/00/0000
03-2830-23-0400-020	- Outdoor Facility Improvements Lafayette Park Conversion					
185446		CME ASSOCIATES	1,600.00	#394484 res 250-54 prof serv engineering and land surveying services lafayett	09/12/2024	00/00/0000
185446		CME ASSOCIATES	750.00	#394676 res 250-54 prof serv engineering and land surveying services lafayett	09/12/2024	00/00/0000
Total: ORD# 2830-23 Outdoor Facility Improvements			4,350.00			
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)					
186383		GREENMAN-PEDERSEN, INC	28,199.03	#431360 (payment 11) RES 344-24 PROF ENGINEERING SERV 2022 NJDOT SAFE ROUTES T	12/18/2024	00/00/0000
Total: ORD# 2830-23 Streets, Roads, Sewers & Sidewalks			28,199.03			
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.	15,092.00	Engineer's Certificate No.9 RES 279-24 NJ DOT 2023-MA 00155 CARLSON RD, CUL	10/08/2024	00/00/0000
Total: ORD# 2872-24 Streets, Roads, Sewers & Sidewalks			15,092.00			
03-2915-25-0500-	- ORD# 2915-25 Streets, Roads, Sewers & Sidewalks					
03-2915-25-0500-020	- Streets, Roads, Sewers & Sidewalks WALKER RD,SOUTH VALLEY					
188330		SMITH SONDY ASPHALT CONST INC	88,683.29	Engineer's Certificate No. 3 RESOLUTION 130-25	06/02/2025	00/00/0000
03-2915-25-0500-040	- Streets, Roads, Sewers & Sidewalks SOUTH VALLEY, UNION, NASSAU					
190747		A & J CONTRACTORS	243,700.28	Engineer's Certificate No.1 RES 51-26 LTPF - 24 S. VALLEY RD, NASSAU ST, UNI	02/11/2026	00/00/0000
03-2915-25-0500-050	- Streets, Roads, Sewers & Sidewalks HELEN, LAWRENCE, FLORENCE					
191502		GRABOWSKI CONSTRUCTION	53,510.31	RESOLUTION 123-26 EMERGENCY REPAIR OLD SHORT HILLS RD	04/20/2026	00/00/0000
Total: ORD# 2915-25 Streets, Roads, Sewers & Sidewalks			385,893.88			
03-2915-25-0900-	- ORD# 2915-25 Section 20 Expenses					
03-2915-25-0900-010	- Section 20 Expenses Section 20 Expenses					
190209		GREENMAN-PEDERSEN, INC	5,544.00	#431863 res 7-26 professional services not to exceed	01/08/2026	00/00/0000
Total: ORD# 2915-25 Section 20 Expenses			5,544.00			
Fund Total: 03			825,976.13			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
12-6120-00-0080-	- PAYROLL TRUST 0-203 WORKERS COMP					
12-6120-00-0080-010	- 0-203 WORKERS COMP 0-203 WORKERS COMP					
191376	12200553	TOWNSHIP OF WEST ORANGE	626.10		04/08/2026	04/10/2026
Total: PAYROLL TRUST 0-203 WORKERS COMP			626.10			
12-6190-00-0990-	- SENIOR PROGRAM SENIOR PARTIES					
12-6190-00-0990-110	- SENIOR CLASSES SENIOR CLASSES					
191041		CHERALYN BUFFA	600.00	#8 Older Adults Strengthening with Weights Class Winter Session 2026. Prior to	12/31/2025	00/00/0000
191038		AMY BLOCK-HAMILTON	1,785.00	#26 Older Adults Yoga Class Winter Session 2026. Prior to payment, revision ne	12/31/2025	00/00/0000
191042		CHERALYN BUFFA	1,725.00	#25 Older Adults Aerobics Class Winter Session 2026. Prior to payment, revisio	12/31/2025	00/00/0000
191039		MANJIT PAMMI ANANDANI LLC	900.00	#4 Older Adults Chair Yoga Class Winter Session 2026. Prior to payment, revisi	12/31/2025	00/00/0000
Total: SENIOR PROGRAM SENIOR PARTIES			5,010.00			
12-6800-00-0100-	- DEVELOPERS ESCROW BID BONDS-F&B Catering-Pool Concession					
12-6800-00-0100-050	- BID BONDS BID BONDS					
191437		MIELES CONCESSIONS	1,000.00	REFUND BID DEPOSIT	04/15/2026	00/00/0000
191436		KEHINDE CULINARY KREATIONS	1,000.00	REFUND ON BID DEPOSIT	04/15/2026	00/00/0000
Total: DEVELOPERS ESCROW BID BONDS-F&B Catering-Pool Concession			2,000.00			
12-6830-00-0230-	- RECREATION TRUST FUND ROCK SPRING GOLF					
12-6830-00-0230-010	- SPECIAL EVENTS SPECIAL EVENTS					
190256		VILLAGE SUPERMARKET OF NJ	54.62	#02960366838 2-26 SPECIAL EVENT SUPPLIES	12/31/2025	00/00/0000
191391		AWISCO	28.50	#2082641 pick up fee	12/31/2025	00/00/0000
191401		LILIAN MAGARE	60.00	REGISTRATION DATE: 03/15/26 refund-lego stem cancelled	12/31/2025	00/00/0000
191370		SARAH XU	60.00	REGISTRATION DATE: 03.05.26 refund lego program cancelled	12/31/2025	00/00/0000
Total: RECREATION TRUST FUND ROCK SPRING GOLF			203.12			
12-6830-00-0260-	- RECREATION TRUST FUND WRESTLING PROGRAM					
12-6830-00-0260-010	- WRESTLING PROGRAM WRESTLING PROGRAM					
191429		ETHAN YOUNG	1,550.00	VARIOUS DATES wrestling coach	12/31/2025	00/00/0000
Total: RECREATION TRUST FUND WRESTLING PROGRAM			1,550.00			
12-6830-00-0390-	- RECREATION TRUST FUND SUBURBAN TRACK & FIELD					
12-6830-00-0390-010	- SUBURBAN TRACK & FIELD SUBURBAN TRACK & FIELD					
191386		AMY MENDOZA-VILLAPANA	300.00	REGISTRATION DATE: 03/03/26 refund track program	12/31/2025	00/00/0000
191387		TAMIKA GABRIEL	300.00	REGISTRATION DATE: 04/07/26 REFUND TRACK PROGRAM	12/31/2025	00/00/0000
191400		MELANIE LACEWELL	325.00	REGISTRATION DATE: 03/15/26 refund-track team	12/31/2025	00/00/0000
191430		LEAH JOHNSON	325.00	REGISTRATION DATE: 02/17/26 Refund-Track Team	12/31/2025	00/00/0000
Total: RECREATION TRUST FUND SUBURBAN TRACK & FIELD			1,250.00			
12-6830-00-0440-	- RECREATION TRUST FUND MOUNTAINEER HOOP BASKETBALL					

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
12-6830-00-0440-010		- MOUNTAINEER HOOP BASKETBALL MOUNTAINEER HOOP BASKETBALL				
	191402	JASMINE KEEGAN	600.00	12/21/25,1/4/26,1/11/26,2/1/26,2/8/26,2/15/26 peewee clinic-winter	12/31/2025	00/00/0000
Total: RECREATION TRUST FUND MOUNTAINEER HOOP BASKETBALL			600.00			
12-6950-00-2560-		- EXTRA DUTY SECURITY EXTRA DUTY SOLUTIONS				
12-6950-00-2560-		- EXTRA DUTY SOLUTIONS EXTRA DUTY SOLUTIONS				
	191375	12200552 TOWNSHIP OF WEST ORANGE	93,842.50		04/08/2026	04/10/2026
Total: EXTRA DUTY SECURITY EXTRA DUTY SOLUTIONS			93,842.50			
Fund Total: 12			105,081.72			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
20-6800-00-7680-	-	DEVELOPERS ESCROW PB-21-01/West Orange Plaza				
20-6800-00-7680-	-	PB-21-01/West Orange Plaza PB-21-01/West Orange Plaza				
191300		GACCIONE POMACO P.C.	3,335.00	#6156 - Receipt and review of emails from West Orange Plaza attorney scheduling	12/31/2025	00/00/0000
Total: DEVELOPERS ESCROW PB-21-01/West Orange Plaza			3,335.00			
20-6800-00-8100-	-	DEVELOPERS ESCROW PB-24-14/172-174 MAIN ST. LLC				
20-6800-00-8100-	-	PB-24-14/172-174 MAIN ST. LLC PB-24-14/172-174 MAIN ST. LLC				
191298		HEYER, GRUEL & ASSOC, P.A.	45.00	#45065 - Coordinate regarding reso compliance	12/31/2025	00/00/0000
191297		MATRIX NEW WORLD ENGINEERING,	481.25	#R23-01618-63	12/31/2025	00/00/0000
Total: DEVELOPERS ESCROW PB-24-14/172-174 MAIN ST. LLC			526.25			
20-6800-00-8220-	-	DEVELOPERS ESCROW PB-25-11/525 Northfield Ave, LLC				
20-6800-00-8220-	-	PB-25-11/525 Northfield Ave, LLC PB-25-11/525 Northfield Ave, LLC				
191296		CME ASSOCIATES	265.00	#0390854 - call with engineer/prep	12/31/2025	00/00/0000
191295		HEYER, GRUEL & ASSOC, P.A.	1,580.00	#45066	12/31/2025	00/00/0000
Total: DEVELOPERS ESCROW PB-25-11/525 Northfield Ave, LLC			1,845.00			
20-6810-00-7960-	-	DEVELOPERS ESCROW ZB-23-13/MPB Realty LLC				
20-6810-00-7960-	-	ZB-23-13/MPB Realty LLC ZB-23-13/MPB Realty LLC				
191339		NJ ADVANCE MEDIA	102.16	#0011064779, 0011057080 ads	04/02/2026	00/00/0000
Total: DEVELOPERS ESCROW ZB-23-13/MPB Realty LLC			102.16			
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				
191338		SAVO, SCHALK, CORSINI, WARNER	390.00	#6912 professional serv	04/02/2026	00/00/0000
Total: DEVELOPERS ESCROW ZB-24-06 /325 Mt. Pleasant Ave			390.00			
Fund Total: 20			6,198.41			

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					
191439	22200051	CLAIMS RESOLUTION CORPORATION	1,503.84	ROLLUPS/CLAIMS 04/13/2026	04/15/2026	04/15/2026
22-2010-00-6690-022	- WORKERS COMP CLAIMS WORKERS COMP CLAIMS					
191415	173	THE PMA INS GROUP	15,032.91	WC SELF INSURED - FEB & MAR 2026	04/10/2026	04/10/2026
Total: EXPENDITURE CONTROL EXPENDITURE CONTROL			16,536.75			
Fund Total: 22			16,536.75			

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					
191375	32200052	TOWNSHIP OF WEST ORANGE	5,043.70		04/08/2026	04/10/2026
191376	32200053	TOWNSHIP OF WEST ORANGE	366.23		04/08/2026	04/10/2026
Total: EXPENDITURE CONTROL EXPENDITURE CONTROL			5,409.93			
Fund Total: 32			5,409.93			

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					
191375	42200045	TOWNSHIP OF WEST ORANGE	221.42		04/08/2026	04/10/2026
191375	42200045	TOWNSHIP OF WEST ORANGE	51.78		04/08/2026	04/10/2026
191375	42200045	TOWNSHIP OF WEST ORANGE	4,312.46		04/08/2026	04/10/2026
Total: SECTION 8 RESERVES SECTION 8 RESERVES			4,585.66			
Fund Total: 42			4,585.66			

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				
191457		GARDEN STATE MUNICIPAL JIF	16,501.52	#238062 epl deductible pol deductible	04/17/2026	00/00/0000
Total: EXPENDITURE CONTROL EXPENDITURE CONTROL			16,501.52			
Fund Total: 62			16,501.52			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
63-2010-00-6690-	- EXPENDITURE CONTROL EXPENDITURE CONTROL					
63-2010-00-6690-	- EXPENDITURE CONTROL HEALTH BENEIFT CLAIMS - IDA					
191417	63200059	MERITAIN HEALTH	389,183.13	04-07-2026 CLAIMS	04/13/2026	04/13/2026
191448	63200060	MERITAIN HEALTH	138,772.01	04-14-2026 CLAIMS	04/17/2026	04/17/2026
Total: EXPENDITURE CONTROL EXPENDITURE CONTROL			527,955.14			
Fund Total: 63			527,955.14			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
91-1060- - -	-	CURRENT YEAR TAXES CURRENT YEAR MUNICIPAL TAXES				
91-1060- - -	-	CURRENT YEAR MUNICIPAL TAXES CURRENT YEAR MUNICIPAL TAXES				
191365	26000501	TOWNSHIP OF WEST ORANGE	1.56	MOVE FROM TAX TO SEWER	12/31/2025	04/08/2026
Total: CURRENT YEAR TAXES CURRENT YEAR MUNICIPAL TAXES			1.56			
91-1070- - -	-	PRIOR YEAR TAXES PRIOR YEAR TAXES				
91-1070- - -	-	PRIOR YEAR TAXES PRIOR YEAR TAXES				
191366		JENNIFER JACOBUS, ESQ	788.10	2025 TAX COURT REFUND	12/31/2025	00/00/0000
Total: PRIOR YEAR TAXES PRIOR YEAR TAXES			788.10			
91-1169-00-0300-	-	AR-MISCELLANEOUS EXCHANGE MISCELLANEOUS EXCHANGE .TAX COLL				
91-1169-00-0300-001	-	MISCELLANEOUS EXCHANGE .TAX COLL MISCELLANEOUS EXCHANGE .TAX COLL				
191422	26000503	TOWNSHIP OF WEST ORANGE	1,500.00	MOVE SA PAYARGO - 7 BLOOMFIELD WAY	12/31/2025	04/15/2026
Total: AR-MISCELLANEOUS EXCHANGE MISCELLANEOUS EXCHANGE .TAX COLL			1,500.00			
91-2010- - -	-	CURRENT FUND BUDGET CURRENT FUND BUDGET				
91-2010- - -	-	CURRENT FUND BUDGET CURRENT FUND BUDGET				
191367		ELITE TITLE GROUP, LLC	3,252.00	REFUND TAX EXEMPT VETERAN	12/31/2025	00/00/0000
Total: CURRENT FUND BUDGET CURRENT FUND BUDGET			3,252.00			
91-2010-00-1001-	-	BUDGET MAYOR S&W				
91-2010-00-1001-010	-	MAYOR S&W SALARIES & WAGES-MAYOR				
191375	91200593	TOWNSHIP OF WEST ORANGE	3,780.92		04/08/2026	04/10/2026
91-2010-00-1001-100	-	MAYOR S&W Overtime				
191375	91200593	TOWNSHIP OF WEST ORANGE	86.01		04/08/2026	04/10/2026
Total: BUDGET MAYOR S&W			3,866.93			
91-2010-00-1201-	-	BUDGET TOWN COUNCIL S&W				
91-2010-00-1201-010	-	TOWN COUNCIL S&W SALARIES & WAGES-TOWN COUNCIL				
191375	91200593	TOWNSHIP OF WEST ORANGE	2,401.35		04/08/2026	04/10/2026
Total: BUDGET TOWN COUNCIL S&W			2,401.35			
91-2010-00-1203-	-	BUDGET TOWN COUNCIL O/E				
91-2010-00-1203-032	-	TOWN COUNCIL O/E ADVERTISING				
191446		COLUMN SOFTWARE PBC	48.24	#CIU9CU7X-0009 BI-MONTHLY NOTICE 4.14.26	12/31/2025	00/00/0000
91-2010-00-1203-092	-	TOWN COUNCIL O/E TAPING-COUNCIL MEETINGS				
190916		JOSEPH FAGAN	605.00	APRIL 14, 2026 zoom moderator 2026	02/27/2026	00/00/0000
Total: BUDGET TOWN COUNCIL O/E			653.24			
91-2010-00-1402-	-	BUDGET TOWNSHIP LITIGATION O/E				
91-2010-00-1402-060	-	TOWNSHIP LITIGATION O/E LITIGATION GENERAL				

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
191362		KYLE MCMANUS ASSOCIATES, LLC	1,312.50	#8387 mediation march 2026	04/07/2026	00/00/0000
191470		GREGG F. PASTER & ASSOCIATES	8,163.00	#4817 RESOLUTION 118-26 ASSIST MUNICIPAL ATTORNEY \$120,000.00 (PAID TO DATE \$5	04/20/2026	00/00/0000
191459		SOUDER LAW GROUP LLP	382.50	#9262 march 2026 professional serv	04/17/2026	00/00/0000
191464		SEMERARO & FAHRNEY, LLC	5,954.00	inv 3724 professional serv	04/20/2026	00/00/0000
91-2010-00-1402-063		- TOWNSHIP LITIGATION O/E LITIGATION - ABC MATTERS				
191071		ANTONELLI KANTOR P.C.	247.50	#24032 #24033 RESOLUTION 84-26 PROFESSIONAL SERV ABC ATTORNEY NOT TO EXCEED \$35	03/12/2026	00/00/0000
Total: BUDGET TOWNSHIP LITIGATION O/E			16,059.50			
91-2010-00-1501-		- BUDGET TOWNSHIP CLERK S&W				
91-2010-00-1501-010		- TOWNSHIP CLERK S&W SALARIES & WAGES				
191375	91200593	TOWNSHIP OF WEST ORANGE	9,781.33		04/08/2026	04/10/2026
Total: BUDGET TOWNSHIP CLERK S&W			9,781.33			
91-2010-00-1902-		- BUDGET PLANNING BOARD O/E				
91-2010-00-1902-030		- PLANNING BOARD O/E ADVERTISING				
191398		NJ ADVANCE MEDIA	45.58	0011051350	12/31/2025	00/00/0000
191397		NJ ADVANCE MEDIA	102.60	0011051448	12/31/2025	00/00/0000
Total: BUDGET PLANNING BOARD O/E			148.18			
91-2010-00-1912-		- BUDGET BOARD OF ADJUSTMENT O/E				
91-2010-00-1912-030		- BOARD OF ADJUSTMENT O/E ADVERTISING				
191293		COLUMN SOFTWARE PBC	77.96	Invoice CIU9CU7X-0006	12/31/2025	00/00/0000
91-2010-00-1912-090		- BOARD OF ADJUSTMENT O/E SHORTHAND RECORDER				
191343		MARGARET BRILL	400.00	moderator zb 03.19.2026	04/06/2026	00/00/0000
191458		JOSEPH FAGAN	400.00	04.16.26 moderator	04/17/2026	00/00/0000
Total: BUDGET BOARD OF ADJUSTMENT O/E			877.96			
91-2010-00-1941-		- BUDGET MUNICIPAL COURT S&W				
91-2010-00-1941-010		- MUNICIPAL COURT S&W SALARIES AND WAGES				
191375	91200593	TOWNSHIP OF WEST ORANGE	14,417.94		04/08/2026	04/10/2026
191375	91200593	TOWNSHIP OF WEST ORANGE	1,730.00		04/08/2026	04/10/2026
91-2010-00-1941-100		- MUNICIPAL COURT S&W Overtime				
191375	91200593	TOWNSHIP OF WEST ORANGE	591.91		04/08/2026	04/10/2026
Total: BUDGET MUNICIPAL COURT S&W			16,739.85			
91-2010-00-1942-		- BUDGET MUNICIPAL COURT S&W				
91-2010-00-1942-110		- MUNICIPAL COURT O/E OFFICE EQUIPMENT				
190851		WB MASON CO. INC.	741.57	#261239190 10500 series 66wx30Dx29 desk	12/31/2025	00/00/0000
190851		WB MASON CO. INC.	567.69	#261239190 10500 series 42w (desk)	12/31/2025	00/00/0000
190851		WB MASON CO. INC.	305.00	#261239190 delivery -assembly-install	12/31/2025	00/00/0000
91-2010-00-1942-112		- MUNICIPAL COURT O/E OFFICE SUPPLIES				

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
191243		WB MASON CO. INC.	298.62	#261075475 hp 37a toner item#2707003	12/31/2025	00/00/0000
191243		WB MASON CO. INC.	57.38	#261075475 logitech wireless mouse	12/31/2025	00/00/0000
Total: BUDGET MUNICIPAL COURT S&W			1,970.26			
91-2010-00-2001-	- BUDGET BUSINESS ADMI S&W					
91-2010-00-2001-010	- BUSINESS ADMI S&W SALARIES & WAGES-BUSINESS ADMI					
191375	91200593	TOWNSHIP OF WEST ORANGE	13,964.07		04/08/2026	04/10/2026
Total: BUDGET BUSINESS ADMI S&W			13,964.07			
91-2010-00-2002-	- BUDGET BUSINESS ADMI O/E					
91-2010-00-2002-030	- BUSINESS ADMI O/E ADVERTISING					
191374		NJ STATE LEAGUE OF	115.00	#SD24177 ad for plumbing inspector	04/08/2026	00/00/0000
91-2010-00-2002-070	- BUSINESS ADMI O/E COMMUNICATIONS OFFICER					
188954		JOSEPH FAGAN	3,200.00	APRIL 2026 Public Information Officer	08/08/2025	00/00/0000
91-2010-00-2002-082	- BUSINESS ADMI O/E TOWNSHIP EMPLOYEE EDUCATION					
190214		RUTGERS STATE UNIVERSITY	1,170.00	#93134 Spring 2026 Unit C	01/12/2026	00/00/0000
190616		INSTITUTE FOR PROFESSIONAL	50.00	#42226 PAY TO PLAY WEBINAR 04.22.26 - PANAYIOTA REYNOLDS	02/03/2026	00/00/0000
191438		NJ ENVIRONMENTAL HEALTH ASSOC	65.00	#04569 ""	04/15/2026	00/00/0000
91-2010-00-2002-091	- BUSINESS ADMI O/E GRANT CONSULTANTS					
190150		MILLENNIUM STRATEGIES, LLC	3,900.00	#20798 res 160-25 grant writing 01.01.26-07.31.26	01/05/2026	00/00/0000
Total: BUDGET BUSINESS ADMI O/E			8,500.00			
91-2010-00-2201-	- BUDGET PURCHASING S&W					
91-2010-00-2201-010	- PURCHASING S&W SALARIES & WAGES-PURCHASING					
191375	91200593	TOWNSHIP OF WEST ORANGE	5,390.58		04/08/2026	04/10/2026
Total: BUDGET PURCHASING S&W			5,390.58			
91-2010-00-2202-	- BUDGET PURCHASING O/E					
91-2010-00-2202-110	- PURCHASING O/E OFFICE SUPPLIES & SUBSCRIPTION					
191359		STAPLES BUSINESS ADVANTAGE	24.40	#6060657791 multi color file folders 100/pk not to exceed \$	04/06/2026	00/00/0000
Total: BUDGET PURCHASING O/E			24.40			
91-2010-00-2301-	- BUDGET CENTRAL PRINT S&W					
91-2010-00-2301-010	- CENTRAL PRINT S&W SALARIES & WAGES-CENTRAL PRINT					
191375	91200593	TOWNSHIP OF WEST ORANGE	5,390.58		04/08/2026	04/10/2026
191376	91200594	TOWNSHIP OF WEST ORANGE	2,461.50		04/08/2026	04/10/2026
Total: BUDGET CENTRAL PRINT S&W			7,852.08			
91-2010-00-2302-	- BUDGET CENTRAL PRINT O/E					
91-2010-00-2302-030	- CENTRAL PRINT O/E OUTSIDE PRINTING					
191378		D & M INSTANT PRINTING	520.00	#3216 2 cases window envelopes tax office	04/09/2026	00/00/0000

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
91-2010-00-2302-110		- CENTRAL PRINT O/E OFFICE SUPPLIES				
191341		WB MASON CO. INC.	656.40	#261120066 etter size copy paper wbm21200	04/02/2026	00/00/0000
191468		STAPLES BUSINESS ADVANTAGE	308.60	#6061281091 20 binders not to exceed	04/20/2026	00/00/0000
Total: BUDGET CENTRAL PRINT O/E			1,485.00			
91-2010-00-2303-		- BUDGET TELEPHONE COMMUNICATIONS O/E				
91-2010-00-2303-133		- TELEPHONE COMMUNICATIONS O/E INTERNET SERVICE				
190239		VERIZON	129.65	APRIL 2026 internet various locations 2026	01/13/2026	00/00/0000
190240		COMCAST	339.74	APRIL 2026 internet various locations 2026	01/13/2026	00/00/0000
190240		COMCAST	15.56	#FEB 2026 (2.11.26-3.10.26) internet various locations 2026	01/13/2026	00/00/0000
190240		COMCAST	300.72	APRIL 2026 internet various locations 2026	01/13/2026	00/00/0000
190239		VERIZON	129.65	APRIL 2026 (4.8.26-5.7.26) internet various locations 2026	01/13/2026	00/00/0000
91-2010-00-2303-140		- TELEPHONE COMMUNICATIONS O/E TELEPHONE SERVICE				
190787		BLOCK LINE SYSTEMS	1,516.17	#1599725 phone serv 2026	02/12/2026	00/00/0000
190367		RING CENTRAL, INC.	3,144.29	#CD_001412834 cloud phone service 2026	01/20/2026	00/00/0000
91-2010-00-2303-141		- TELEPHONE COMMUNICATIONS O/E DEPARTMENTAL WIRELESS				
191420		STEPHEN AMELI	120.75	JAN-MARCH 2026 CELL PHONE REIMBURSEMENT @ \$40.25/MONTH	04/14/2026	00/00/0000
191419		ANTHONY VECCHIO	120.75	JAN-MARCH 2026 CELL PHONE REIMBURSEMENT @ \$40.25 A MONTH	04/14/2026	00/00/0000
190789		AT&T MOBILITY	177.96	WUCO032026 2026 CELL SERV	02/12/2026	00/00/0000
Total: BUDGET TELEPHONE COMMUNICATIONS O/E			5,995.24			
91-2010-00-2304-		- BUDGET CENTRAL MAILING O/E				
91-2010-00-2304-110		- CENTRAL MAILING O/E POSTAGE METER USAGE				
191364		UPS	59.92	#0725A6Y146#0725A6Y076#0725A6Y136 transport charges 2026	04/07/2026	00/00/0000
191456		FEDERAL EXPRESS CORPORATION	16.24	#9-251-81039 04.02.26 transport charge	04/17/2026	00/00/0000
Total: BUDGET CENTRAL MAILING O/E			76.16			
91-2010-00-2306-		- APPROPRIATION RESERVES CENTRAL IT ONLINE SERVICES O/E				
91-2010-00-2306-010		- CENTRAL IT ONLINE SERVICES O/E ONLINE IT SERVICES				
191151		SHI INTERNATIONAL	195.01	#B20954635 quote 27284285 webinar 500 3/17-06/03/26	03/16/2026	00/00/0000
191151		SHI INTERNATIONAL	31.19	#B20954635 zoom meeting pro 03.17-6.03.26	03/16/2026	00/00/0000
Total: APPROPRIATION RESERVES CENTRAL IT ONLINE SERVICES O/E			226.20			
91-2010-00-2307-		- APPROPRIATION RESERVES CENTRAL IT PD SERVICES O/E				
91-2010-00-2307-010		- CENTRAL IT PD SERVICES O/E POLICE DEPARTMENT IT SERVICES				
190193		EASTERN COMMUNICATIONS, LTD	12,852.00	#44001 TO COVER THE COST OF CONTRACT MAINTENANCE - MONTHLY EQUIPMENT & LABOR	12/31/2025	00/00/0000
190607		CARAHSOFT TECHNOLOGY CORP	17,875.20	#IN2212855 VCF-VSP-FND-1Y-1195 VMWARE VSPHERE FOUNDATION 8 (PURCHASE LIMITATIO	12/31/2025	00/00/0000
188061		PASCACK DATA SERVICES, INC	5,850.00	2164 RES 137-25 IT SERVICES JULY 1, 2025 - JUNE 30, 2027 WOPD	05/09/2025	00/00/0000
191447		MOTOROLA, INC.	4,274.64	TO COVER THE COST OF INVOICE #14112410809 DEVICE LICENSE FEE ITEM #VS-DLF-01 MAY	12/31/2025	00/00/0000
190954		PASCACK DATA SERVICES, INC	680.40	#2195 32149-M0008 Veritas Backup Exec Simple Core Pack & Essential Support On-	12/31/2025	00/00/0000
190954		PASCACK DATA SERVICES, INC	1,088.64	#2195 32150-M0008 Veritas Backup Exec Simple Add On + Essential Support - On-P	12/31/2025	00/00/0000

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
Total: APPROPRIATION RESERVES CENTRAL IT PD SERVICES O/E			42,620.88			
91-2010-00-2308-	- APPROPRIATION RESERVES CENTRAL IT FD SERVICES O/E					
91-2010-00-2308-010	- CENTRAL IT FD SERVICES O/E FIRE DEPARTMENT IT SERVICES					
188061		PASCACK DATA SERVICES, INC	2,250.00	#2164 RES 137-25 IT SERVICES JULY 1, 2025 - JUNE 30, 2027 FIRE	05/09/2025	00/00/0000
Total: APPROPRIATION RESERVES CENTRAL IT FD SERVICES O/E			2,250.00			
91-2010-00-2309-	- APPROPRIATION RESERVES CENTRAL IT NON UNIFORM SERVICES O/E					
91-2010-00-2309-010	- CENTRAL IT NON UNIFORM SERVICES O/E NON UNIFORM DEPARTMENT IT SERVICES					
191432		PASSIO TECHNOLOGIES LLC-CID253	695.45	CINV-213991, CINV-213987 configuration updates reporting and data storage 2026	04/15/2026	00/00/0000
Total: APPROPRIATION RESERVES CENTRAL IT NON UNIFORM SERVICES O/E			695.45			
91-2010-00-2532-	- BUDGET CENTRAL INSURANCE - HEALTH					
91-2010-00-2532-010	- CENTRAL INSURANCE - HEALTH RETIREE HB CLAIMS					
191417	91200604	MERITAIN HEALTH	286,098.75	04-07-2026 CLAIMS - RETIREE	04/13/2026	04/13/2026
191448	91200608	MERITAIN HEALTH	44,935.96	04-14-2026 CLAIMS - RETIREE	04/17/2026	04/17/2026
91-2010-00-2532-016	- CENTRAL INSURANCE - HEALTH MEDICARE ADVANTAGE					
191410	91200598	METROPOLITAN HEALTH INSURANCE	223,650.00	AETNA MEDICARE ADVANTAGE 12-01-2025	04/10/2026	04/10/2026
191411	91200599	METROPOLITAN HEALTH INSURANCE	260,164.00	AETNA MEDICARE ADVANTAGE 01-01-2026	04/10/2026	04/10/2026
191412	91200600	METROPOLITAN HEALTH INSURANCE	263,970.00	AETNA MEDICARE ADVANTAGE 02-01-2026	04/10/2026	04/10/2026
191413	91200601	METROPOLITAN HEALTH INSURANCE	259,780.00	AETNA MEDICARE ADVANTAGE 03-01-2026	04/10/2026	04/10/2026
191414	91200602	METROPOLITAN HEALTH INSURANCE	261,456.00	AETNA MEDICARE ADVANTAGE 04-01-2026	04/10/2026	04/10/2026
91-2010-00-2532-018	- CENTRAL INSURANCE - HEALTH RETIREE PRESCRIPTION					
191380	91200596	CVS/CAREMARK	15,996.71	RETIREE PRESCRIPTION - APRIL 01 TO 07, 2026	04/09/2026	04/09/2026
191449	91200609	CVS/CAREMARK	25,704.50	RETIREE PRESCRIPTION - APRIL 08 TO 15 ,2026	04/17/2026	04/17/2026
91-2010-00-2532-030	- CENTRAL INSURANCE - HEALTH EMPLOYEE HB CLAIMS					
191417	91200604	MERITAIN HEALTH	95,719.42	04-07-2026 CLAIMS - ACTIVE	04/13/2026	04/13/2026
191448	91200608	MERITAIN HEALTH	86,852.04	04-14-2026 CLAIMS - ACTIVE	04/17/2026	04/17/2026
91-2010-00-2532-037	- CENTRAL INSURANCE - HEALTH EMPLOYEE HB WAIVER REIMBURSEMENT					
191375	91200593	TOWNSHIP OF WEST ORANGE	86,703.35		04/08/2026	04/10/2026
91-2010-00-2532-038	- CENTRAL INSURANCE - HEALTH EMPLOYEE PRESCRIPTION BENEFITS					
191380	91200596	CVS/CAREMARK	22,230.68	ACTIVE PRESCRIPTION - APRIL 01 TO 07, 2026	04/09/2026	04/09/2026
191449	91200609	CVS/CAREMARK	34,639.08	ACTIVE PRESCRIPTION - APRIL 08 TO 15, 2026	04/17/2026	04/17/2026
91-2010-00-2532-070	- CENTRAL INSURANCE - HEALTH LIB EMPLOYEE HB - CLAIMS					
191417	91200604	MERITAIN HEALTH	7,364.96	04-07-2026 CLAIMS - LIBRARY	04/13/2026	04/13/2026
191448	91200608	MERITAIN HEALTH	6,984.01	04-14-2026 CLAIMS - LIBRARY	04/17/2026	04/17/2026
91-2010-00-2532-095	- CENTRAL INSURANCE - HEALTH OTHER ADMIN HB CLAIMS					
191505	91200611	MERITAIN HEALTH	2,403.96	ADMIN FEE - LIBRARY APR 2026	04/21/2026	04/21/2026
Total: BUDGET CENTRAL INSURANCE - HEALTH			1,984,653.42			
91-2010-00-2535-	- BUDGET CENTRAL INS - WORK-COMP					

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
91-2010-00-2535-080 - CENTRAL INS - WORK-COMP WORKERS COMPENSATION						
191416	91200603	TOWNSHIP OF WEST ORANGE	15,032.91	FUND TRANSFER FROM 01 TO 22 TO COVER CK #173	04/10/2026	04/10/2026
191441	91200607	TOWNSHIP OF WEST ORANGE	1,503.84	FUND TRANSFER FROM 01 TO 22	04/15/2026	04/15/2026
Total: BUDGET CENTRAL INS - WORK-COMP			16,536.75			
91-2010-00-2801- - BUDGET COLLECTORS OF S&W						
91-2010-00-2801-010 - COLLECTORS OF S&W SALARIES & WAGES-COLLECTORS OF						
191375	91200593	TOWNSHIP OF WEST ORANGE	11,751.26		04/08/2026	04/10/2026
Total: BUDGET COLLECTORS OF S&W			11,751.26			
91-2010-00-2802- - BUDGET COLLECTORS OF O/E						
91-2010-00-2802-070 - COLLECTORS OF O/E MISCELLANEOUS						
191075		BATTAGLIA ASSOCIATES, LLC	3,287.50	#0722 RESOLUTION 68-26 MISC FINANCIAL SERV NOT TO EXEED \$35000.00 JAN PAID TO	03/12/2026	00/00/0000
191433		MUNIDEX, INC.	5,857.50	993194 993195 online paymntn ach 1st quarter 2026 tax and sewer	04/15/2026	00/00/0000
Total: BUDGET COLLECTORS OF O/E			9,145.00			
91-2010-00-2951- - BUDGET COMPTROLLER S&W						
91-2010-00-2951-010 - COMPTROLLER S&W SALARIES & WAGES-COMPTROLLER						
191375	91200593	TOWNSHIP OF WEST ORANGE	20,147.32		04/08/2026	04/10/2026
Total: BUDGET COMPTROLLER S&W			20,147.32			
91-2010-00-2952- - BUDGET COMPTROLLER O/E						
91-2010-00-2952-070 - COMPTROLLER O/E MISCELLANEOUS						
190507		1099 PRO LLC	359.00	#761435 1099 pro renewal	01/29/2026	00/00/0000
190917		VITAL RECORDS HOLDINGS, LLC	62.62	#6203573 shred it box 2026	02/27/2026	00/00/0000
191377		1099 PRO LLC	270.67	#762825 #762826 uploads for 1099's	04/09/2026	00/00/0000
Total: BUDGET COMPTROLLER O/E			692.29			
91-2010-00-3001- - BUDGET PLANNING & DEV S&W						
91-2010-00-3001-030 - PLANNING & DEV S&W Hourly Pay						
191376	91200594	TOWNSHIP OF WEST ORANGE	376.00		04/08/2026	04/10/2026
Total: BUDGET PLANNING & DEV S&W			376.00			
91-2010-00-3002- - BUDGET PLANNING & DE O/E						
91-2010-00-3002-070 - PLANNING & DE O/E MISCELLANEOUS						
191214		CME ASSOCIATES	314.00	#392160 professional serv	03/25/2026	00/00/0000
191191		HEYER, GRUEL & ASSOC, P.A.	16,215.00	#45261 #44890 #45059 RES 89-26 PROFESSIONAL SERVICES AFFORDABLE HOUSING PLANNE	03/20/2026	00/00/0000
Total: BUDGET PLANNING & DE O/E			16,529.00			
91-2010-00-3101- - BUDGET HOUSING CODE S&W						
91-2010-00-3101-010 - HOUSING CODE S&W SALARIES & WAGES-HOUSING CODE						

Purchase Order	Chk Num	Vendor	Amount Invoice	P.O. Date	Paid Date
191375	91200593	TOWNSHIP OF WEST ORANGE	21,769.14	04/08/2026	04/10/2026
Total: BUDGET HOUSING CODE S&W			21,769.14		
91-2010-00-4001-	- BUDGET TAX ASSESSOR S&W				
91-2010-00-4001-010	- TAX ASSESSOR S&W SALARIES & WAGES				
191375	91200593	TOWNSHIP OF WEST ORANGE	8,847.20	04/08/2026	04/10/2026
91-2010-00-4001-090	- TAX ASSESSOR S&W Longevity				
191375	91200593	TOWNSHIP OF WEST ORANGE	352.56	04/08/2026	04/10/2026
Total: BUDGET TAX ASSESSOR S&W			9,199.76		
91-2010-00-5001-	- BUDGET POLICE S&W				
91-2010-00-5001-010	- POLICE S&W SALARIES & WAGES - POLICE				
191375	91200593	TOWNSHIP OF WEST ORANGE	429,490.61	04/08/2026	04/10/2026
91-2010-00-5001-030	- POLICE S&W S&W SPECIAL REQUESTS				
191376	91200594	TOWNSHIP OF WEST ORANGE	29,864.74	04/08/2026	04/10/2026
91-2010-00-5001-050	- POLICE S&W Holiday Pay - Uniformed Employees				
191375	91200593	TOWNSHIP OF WEST ORANGE	28,216.22	04/08/2026	04/10/2026
191376	91200594	TOWNSHIP OF WEST ORANGE	443.09	04/08/2026	04/10/2026
91-2010-00-5001-060	- POLICE S&W Detective Allowance				
191375	91200593	TOWNSHIP OF WEST ORANGE	1,249.95	04/08/2026	04/10/2026
91-2010-00-5001-070	- POLICE S&W Police Officer Allowance				
191375	91200593	TOWNSHIP OF WEST ORANGE	18,269.45	04/08/2026	04/10/2026
91-2010-00-5001-080	- POLICE S&W Administration Allowance				
191375	91200593	TOWNSHIP OF WEST ORANGE	173.07	04/08/2026	04/10/2026
91-2010-00-5001-085	- POLICE S&W CAPTAIN/CHIEF Allowance				
191375	91200593	TOWNSHIP OF WEST ORANGE	673.05	04/08/2026	04/10/2026
91-2010-00-5001-090	- POLICE S&W Longevity				
191375	91200593	TOWNSHIP OF WEST ORANGE	1,359.80	04/08/2026	04/10/2026
191375	91200593	TOWNSHIP OF WEST ORANGE	5,557.11	04/08/2026	04/10/2026
191375	91200593	TOWNSHIP OF WEST ORANGE	5,219.49	04/08/2026	04/10/2026
191375	91200593	TOWNSHIP OF WEST ORANGE	2,918.33	04/08/2026	04/10/2026
191375	91200593	TOWNSHIP OF WEST ORANGE	2,922.83	04/08/2026	04/10/2026
91-2010-00-5001-100	- POLICE S&W Overtime - Uniformed				
191375	91200593	TOWNSHIP OF WEST ORANGE	42,957.53	04/08/2026	04/10/2026
91-2010-00-5001-221	- POLICE S&W College Credit Police				
191375	91200593	TOWNSHIP OF WEST ORANGE	923.04	04/08/2026	04/10/2026
91-2010-00-5001-990	- POLICE S&W Non Cash Earnings				
191375	91200593	TOWNSHIP OF WEST ORANGE	22,105.80	04/08/2026	04/10/2026
Total: BUDGET POLICE S&W			592,344.11		
91-2010-00-5003-	- BUDGET POLICE O/E				

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
91-2010-00-5003-090	- POLICE O/E LANGUAGE INTERPRETER SERVICES					
191406		LANGUAGE LINE SERVICES, INC	357.00	#11884989 TO COVER THE COST OF MARCH 2026 MONTHLY INVOICE	12/31/2025	00/00/0000
91-2010-00-5003-095	- POLICE OE COURT SECURITY					
190979		CUSTOM PROTECTIVE SERVICES	3,316.00	#501465 FEB 2026 services org po closed in error	03/03/2026	00/00/0000
91-2010-00-5003-110	- POLICE O/E TESTS, EXAMS, SHOTS					
191431		CARE STATION MEDICAL GROUP PA	286.00	DATE OF SERVICE 4.01.26 CH	12/31/2025	00/00/0000
191431		CARE STATION MEDICAL GROUP PA	350.00	DATE OF SERVICE 4.01.26 RD	12/31/2025	00/00/0000
191431		CARE STATION MEDICAL GROUP PA	350.00	DATE OF SERVICE 4.01.26 CH	12/31/2025	00/00/0000
191431		CARE STATION MEDICAL GROUP PA	286.00	DATE OF SERVICE 4.01.26 RD	12/31/2025	00/00/0000
191431		CARE STATION MEDICAL GROUP PA	350.00	DATE OF SERVICE 3.30.26 WA	12/31/2025	00/00/0000
191431		CARE STATION MEDICAL GROUP PA	286.00	DATE OF SERVICE3.30.26 WA	12/31/2025	00/00/0000
91-2010-00-5003-127	- POLICE O/E BUILDING / HOUSEHOLD					
190194		WB MASON CO. INC.	38.64	#261039149 TO COVER THE COST OF BOTTLE WATER FOR THE POLICE DEPARTMENT 2026	12/31/2025	00/00/0000
190194		WB MASON CO. INC.	38.64	#260892335 TO COVER THE COST OF BOTTLE WATER FOR THE POLICE DEPARTMENT 2026	12/31/2025	00/00/0000
190194		WB MASON CO. INC.	38.64	#261170198 TO COVER THE COST OF BOTTLE WATER FOR THE POLICE DEPARTMENT 2026	12/31/2025	00/00/0000
91-2010-00-5003-200	- POLICE O/E INVESTIGATIONS					
190197		COMCAST	243.90	4.2.26-5.1.26 TO COVER THE COST OF MONTHLY CHARGES FROM JAN - MARCH 2026	12/31/2025	00/00/0000
91-2010-00-5003-206	- POLICE O/E BULLET PROOF VESTS					
190722		ATLANTIC UNIFORM CO.	4,310.40	A-98407 ARMOR EXPRESS MODEL VORTEX IIIA BRAVO BALLISTIC PANELS WITH ONE NAVY	12/31/2025	00/00/0000
Total: BUDGET POLICE O/E			10,251.22			
91-2010-00-6001-	- BUDGET FIRE S&W					
91-2010-00-6001-010	- FIRE S&W SALARIES & WAGES-FIRE					
191375	91200593	TOWNSHIP OF WEST ORANGE	381,626.99		04/08/2026	04/10/2026
91-2010-00-6001-030	- FIRE S&W S&W SPECIAL REQUEST					
191376	91200594	TOWNSHIP OF WEST ORANGE	1,112.70		04/08/2026	04/10/2026
91-2010-00-6001-050	- FIRE S&W Holiday Pay - Uniformed Employees					
191375	91200593	TOWNSHIP OF WEST ORANGE	26,336.82		04/08/2026	04/10/2026
191376	91200594	TOWNSHIP OF WEST ORANGE	129.90		04/08/2026	04/10/2026
91-2010-00-6001-060	- FIRE S&W INSPECTORS ALLOWANCE					
191375	91200593	TOWNSHIP OF WEST ORANGE	480.75		04/08/2026	04/10/2026
91-2010-00-6001-080	- FIRE S&W OFF DUTY SPECIAL EVENTS					
191375	91200593	TOWNSHIP OF WEST ORANGE	480.75		04/08/2026	04/10/2026
91-2010-00-6001-090	- FIRE S&W Longevity					
191375	91200593	TOWNSHIP OF WEST ORANGE	5,596.28		04/08/2026	04/10/2026
191375	91200593	TOWNSHIP OF WEST ORANGE	1,276.16		04/08/2026	04/10/2026
191375	91200593	TOWNSHIP OF WEST ORANGE	4,865.00		04/08/2026	04/10/2026
191375	91200593	TOWNSHIP OF WEST ORANGE	1,725.96		04/08/2026	04/10/2026
191375	91200593	TOWNSHIP OF WEST ORANGE	2,227.46		04/08/2026	04/10/2026
91-2010-00-6001-100	- FIRE S&W Overtime - Uniformed					
191375	91200593	TOWNSHIP OF WEST ORANGE	58,029.17		04/08/2026	04/10/2026

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
91-2010-00-6001-110		- FIRE S&W Acting Pay				
191375	91200593	TOWNSHIP OF WEST ORANGE	1,663.38		04/08/2026	04/10/2026
Total: BUDGET FIRE S&W			485,551.32			
91-2010-00-6002-		- BUDGET FIRE O/E				
91-2010-00-6002-071		- FIRE O/E MISCELLANEOUS				
190382		VILLAGE SUPERMARKET OF NJ	76.05	#02960242244 NOT TO EXCEED	12/31/2025	00/00/0000
91-2010-00-6002-082		- FIRE O/E TRAINING - EDUCATION				
191348		JOHN CASIERO	93.59	ORDER ID# 117732187 FIRE INSPECTOR REIMBURSEMENT	12/31/2025	00/00/0000
91-2010-00-6002-107		- FIRE O/E 1ST AID EQUIPMENT				
191305		V.E. RALPH & SON	1,279.00	#495551 MIDKNIGHT NITRILE GLOVES LARGE 100/BOX	12/31/2025	00/00/0000
191305		V.E. RALPH & SON	1,279.00	#495551 MIDKNIGHT NITRILE GLOVES X LARGE 100/BOX	12/31/2025	00/00/0000
191305		V.E. RALPH & SON	105.48	#495551 SUPER SANI-CLOTH GERMICID WIPES LARGE 160//TUB	12/31/2025	00/00/0000
191305		V.E. RALPH & SON	82.00	#495551 ADULT NON-REBREATH MASK W/SAFETY VENT	12/31/2025	00/00/0000
191305		V.E. RALPH & SON	42.00	#495551 ADULT NASAL CANNULA	12/31/2025	00/00/0000
191305		V.E. RALPH & SON	140.64	#495551 SPUR II ADULT BVM RESUS	12/31/2025	00/00/0000
191305		V.E. RALPH & SON	103.44	#495551 STERILE WATER 250 ML - BOTTLE	12/31/2025	00/00/0000
191305		V.E. RALPH & SON	177.48	#495551 ASSURE PRISIM GLUC TEST STRIPS 50/BTL	12/31/2025	00/00/0000
191305		V.E. RALPH & SON	340.00	#495551 EPINEPHRINE AUTO INJECTOR 0.15MG CHILD 2 PACK	12/31/2025	00/00/0000
91-2010-00-6002-110		- FIRE O/E OFFICE SUPPLIES, FILM				
190963		WW GRAINGER INC	66.38	#9828127945 SHIPPING TAG, MANILA, PK 1000	12/31/2025	00/00/0000
91-2010-00-6002-111		- FIRE O/E JANITORIAL SUPPLIES				
191301		TERM ENTERPRISE INC	199.00	#160593 00 00 SOFTSOAP 11.25 OZ. ANTIBACTERIAL HAND SOAP PUMP (6/CS)	12/31/2025	00/00/0000
191301		TERM ENTERPRISE INC	41.90	#160593 01 00 MOP MED LOOPED COTTON WIDE BAND (12/CS)	12/31/2025	00/00/0000
191301		TERM ENTERPRISE INC	149.50	#160593 00 00 PG6-6550 ALUF BLACK 65 GALLON POLYLINER	12/31/2025	00/00/0000
191403		OFFICE CONCEPTS GROUP, INC.	219.75	#1254966-0 ULTRA 2 PLY TOILET TISSUE	12/31/2025	00/00/0000
191350		STAPLES BUSINESS ADVANTAGE	16.90	#6061029426 HEAVY DUTY SOS SCRUBBER SPONGE - 24 CT	12/31/2025	00/00/0000
91-2010-00-6002-116		- FIRE O/E MISC. SAFETY EQUIPMENT				
190963		WW GRAINGER INC	435.90	#9828127945 BUCKET BAG, CANVAS, STRAIGHT, WALL, OFFWHITE	12/31/2025	00/00/0000
91-2010-00-6002-125		- FIRE O/E FIELD SAFETY EQUIPMENT				
190384		KNOX COMPANY	1,298.00	#INV-KA-485429 KNOX BOX ANNUAL LICENSE 2026	12/31/2025	00/00/0000
Total: BUDGET FIRE O/E			6,146.01			
91-2010-00-7001-		- BUDGET ENGINEERING S&W				
91-2010-00-7001-010		- ENGINEERING S&W SALARIES & WAGES				
191375	91200593	TOWNSHIP OF WEST ORANGE	19,351.14		04/08/2026	04/10/2026
91-2010-00-7001-030		- ENGINEERING S&W Hourly Pay				
191376	91200594	TOWNSHIP OF WEST ORANGE	2,810.73		04/08/2026	04/10/2026
91-2010-00-7001-100		- ENGINEERING S&W Overtime				
191375	91200593	TOWNSHIP OF WEST ORANGE	1,642.93		04/08/2026	04/10/2026
Total: BUDGET ENGINEERING S&W			23,804.80			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
91-2010-00-7101-	- BUDGET BUILDING & PROPERTY O/E					
91-2010-00-7101-073	- BUILDING & PROPERTY O/E MISC. REPAIRS-TOWN HALL & FIRE					
191247		CLEAN AIR COMPANY	1,725.60	#CAC130657 EXHAUST SYSTEM INSPECTION/MAINTENANCE 2026 AS PER QUOTE CACQ30657	12/31/2025	00/00/0000
190947		CLEAN AIR COMPANY	694.40	#260123 exhaust system service calls 2026	12/31/2025	00/00/0000
91-2010-00-7101-077	- BUILDING & PROPERTY O/E MAINT. ALL BLDGS. INTERIOR & E					
190921		CVR NETWORKS LLC	680.00	#26018 estimate 2026-010 dpw network install	03/02/2026	00/00/0000
191363		THE TERMINIX INTERNATIONAL CO	231.11	#2340119 2026 exterminating 10 rooney	04/07/2026	00/00/0000
190280		WB MASON CO. INC.	38.64	#261039030 water delivery 2026	01/15/2026	00/00/0000
190280		WB MASON CO. INC.	19.32	#261089778 water delivery 2026	01/15/2026	00/00/0000
190949		EMERGENCY PEST CONTROL	390.00	#42152 monthly pest control 2026 various locations	12/31/2025	00/00/0000
190280		WB MASON CO. INC.	33.81	#261288431 water delivery 2026	01/15/2026	00/00/0000
91-2010-00-7101-110	- BUILDING & PROPERTY O/E HARDWARE - MONTHLY					
190942		HOME DEPOT	40.62	#1054262 #7610623 bldg/ground supplies 2026	12/31/2025	00/00/0000
190942		HOME DEPOT	66.52	#2470395 bldg/ground supplies 2026	12/31/2025	00/00/0000
91-2010-00-7101-111	- BUILDING & PROPERTY O/E LOCKS & KEYS					
190480		ESSEX LOCKSMITH	204.75	#376890 misc. building repairs and keys not to exceed without the approval of	12/31/2025	00/00/0000
91-2010-00-7101-112	- BUILDING & PROPERTY O/E MAINTENANCE SUPPLIES - BUILDIN					
190346		GENERAL PLUMBING SUPPLY, INC	686.64	VARIOUS INVOICES 2026 plumbing supplies not to exceed without the approval of	12/31/2025	00/00/0000
191325		ESSEX LOCKSMITH	2,750.50	#377062 DPW - install combination lock as per quote PZ7709	12/31/2025	00/00/0000
191472		AMERICAN TIME RECORDER	425.00	#0013068-IN maintenance agreement - 25 lakeside ave - time stamp	12/31/2025	00/00/0000
191475		JOHNSON CONTROLS US HOLDINGS	457.50	#53875138 misc. bldg. repairs 2026 not to exceed without the approval of the p	12/31/2025	00/00/0000
91-2010-00-7101-200	- BUILDING & PROPERTY O/E GEESE CONTROL					
191421		GOOSE CONTROL TECHNOLOGY	3,000.00	#WO2026-1 2026 goose control	04/14/2026	00/00/0000
Total: BUDGET BUILDING & PROPERTY O/E			11,444.41			
91-2010-00-7202-	- BUDGET SHADE TREE O/E					
91-2010-00-7202-091	- SHADE TREE O/E CONTRACTUAL SERVICES-PRUNING					
190416		BEUCLER TREE EXPERT LLC	6,325.00	#15233 RES 276-25 AND 9-26 TREE REMOVAL, PRUNING AND UNFORESEEN	01/22/2026	00/00/0000
Total: BUDGET SHADE TREE O/E			6,325.00			
91-2010-00-7401-	- BUDGET PUBLIC WORKS S&W					
91-2010-00-7401-010	- PUBLIC WORKS S&W ALL PW SALARIES					
191375	91200593	TOWNSHIP OF WEST ORANGE	98,199.69		04/08/2026	04/10/2026
91-2010-00-7401-030	- PUBLIC WORKS S&W Hourly Pay					
191376	91200594	TOWNSHIP OF WEST ORANGE	1,056.00		04/08/2026	04/10/2026
91-2010-00-7401-090	- PUBLIC WORKS S&W Longevity					
191375	91200593	TOWNSHIP OF WEST ORANGE	2,148.24		04/08/2026	04/10/2026
91-2010-00-7401-100	- PUBLIC WORKS S&W Overtime					
191375	91200593	TOWNSHIP OF WEST ORANGE	8,700.02		04/08/2026	04/10/2026
Total: BUDGET PUBLIC WORKS S&W			110,103.95			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
91-2010-00-7502-		- BUDGET STREET SALT & CHLORIDE O/E				
91-2010-00-7502-110		- STREET SALT & CHLORIDE O/E SNOW REMOVAL				
190489		HERC RENTALS INC	12,023.55	#36080376-005 #36080385-005 #36092630-005 RES 185-25 RENTAL EQUIPMENT NOT TO E	01/29/2026	00/00/0000
91-2010-00-7502-113		- STREET SALT & CHLORIDE O/E SALT, CHLORIDE & SNO				
190900		MORTON SALT INC	32,085.66	#5404139393 #5404139392 500 tons rd salt (250 lakeside 250 Mt Pleasant ave)	02/27/2026	00/00/0000
190836		MORTON SALT INC	66,385.18	#5404091445 #5404091444 #5404098791 500 tons road salt	02/19/2026	00/00/0000
190467		MORTON SALT INC	95,911.82	#5404015754 #5404015755 #5404019064 road salt 1500 tons - \$63.80 per ton	12/31/2025	00/00/0000
Total: BUDGET STREET SALT & CHLORIDE O/E			206,406.21			
91-2010-00-7503-		- BUDGET STREET CLEANING AND DRAINAGE O				
91-2010-00-7503-111		- STREET CLEANING AND DRAINAGE O BROOMS, ETC				
191246		UNITED ROTARY BRUSH CORP	3,830.58	#C1338904 sweeper brooms quote 48307	12/31/2025	00/00/0000
Total: BUDGET STREET CLEANING AND DRAINAGE O			3,830.58			
91-2010-00-7602-		- BUDGET STREET REPAIR O/E				
91-2010-00-7602-112		- STREET REPAIR O/E COLD PATCH				
190315		NEWARK ASPHALT CO.	465.00	#77065 ASPHALT EXPENSES 2026 NOT TO EXCEED WITHOUT THE APPROVAL OF THE PURCHAS	12/31/2025	00/00/0000
91-2010-00-7602-114		- STREET REPAIR O/E EQUIPMENT, CURB, DRAIN RESTORA				
191145		E L CONGDON & SONS LUMBER CO	15.90	#198537 STREET/CURB REPAIR MATERIALS 2026	12/31/2025	00/00/0000
91-2010-00-7602-200		- STREET REPAIR O/E STREET RESURFACING				
190941		HOME DEPOT	216.91	#7011119 street supplies 2026	12/31/2025	00/00/0000
190470		LAWSON PRODUCTS, INC.	246.51	#9313310739 #9313191440 street supplies 2026 not to exceed without the approval	12/31/2025	00/00/0000
Total: BUDGET STREET REPAIR O/E			944.32			
91-2010-00-7702-		- BUDGET STREET SERVICE & TRAFFIC O/E				
91-2010-00-7702-114		- STREET SERVICE & TRAFFIC O/E SIGNS & POSTS				
190309		CROSSROAD INVESTMENTS, LLC	1,010.00	#00554-C,00567-D,00568-D misc signs/supplies 2026	12/31/2025	00/00/0000
Total: BUDGET STREET SERVICE & TRAFFIC O/E			1,010.00			
91-2010-00-7902-		- BUDGET CENTRAL AUTOMOTIVE O/E				
91-2010-00-7902-114		- CENTRAL AUTOMOTIVE O/E PERM. PROPERTY - GARAGE EQUIPM				
191473		NJ TURNPIKE	4.75	4/15/26 toll - vehicle repair drop off	12/31/2025	00/00/0000
91-2010-00-7902-151		- CENTRAL AUTOMOTIVE O/E AUTO PARTS				
190647		ENTERPRISE FM TRUST	15,725.28	#610665-040326 2026 MISC REPAIRS VEHICLES	02/06/2026	00/00/0000
190648		ENTERPRISE FM TRUST	744.00	#610665-040326 2026 MAINT	02/06/2026	00/00/0000
190946		BELAIR SERVICES	85.71	#34585 misc part/vehicle repairs	12/31/2025	00/00/0000
190349		AWISCO	46.48	#0002085035 #0080326176 garage/street supplies 2026 not to exceed without the	12/31/2025	00/00/0000
190574		JESCO INC.	1,922.19	#SA8802 parts/repairs 2026	12/31/2025	00/00/0000
191467		ON-SITE FLEET SERVICE, INC	3,588.87	#5550043005 #5550042983 RES 231-23 REPAIRS	04/20/2026	00/00/0000
191486		SAMUELS, INC.	7,790.79	JAN, FEB, AND MARCH 2026 auto parts/garage supplies 2026 not to exceed without t	12/31/2025	00/00/0000

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
191479		BAY HEAD INVESTMENTS INC	11,878.17	#71248 #71225 #71227 #71158 #71193 #71157 fiire engine repairs 2026 not to exce	12/31/2025	00/00/0000
91-2010-00-7902-152		- CENTRAL AUTOMOTIVE O/E GLASS, UPHOLSTERY, BODY				
190469		KEPT COMPANIES	775.76	#X-D223225 bus cleaning service 2026	12/31/2025	00/00/0000
Total: BUDGET CENTRAL AUTOMOTIVE O/E			42,562.00			
91-2010-00-7952-		- BUDGET SEWER & PUMP STATIONS O/E				
91-2010-00-7952-112		- SEWER & PUMP STATIONS O/E PUMPS AT STATIONS				
190587		RAPID PUMP & METER SERVICE CO	4,634.67	#19951 EMERGENCY PUMP STATION REPAIRS 2026 NOT TO EXCEED WITHOUT THE APPROVAL	12/31/2025	00/00/0000
91-2010-00-7952-200		- SEWER & PUMP STATIONS O/E PUMP STATION				
191142		PUMPING SERVICES, INC.	8,633.75	#1156638 #1157251 #1156768 PUMP STATION EMERGENCY REPAIRS 2026	12/31/2025	00/00/0000
Total: BUDGET SEWER & PUMP STATIONS O/E			13,268.42			
91-2010-00-8051-		- BUDGET GENERAL HEALTH SERVICES S&W				
91-2010-00-8051-010		- GENERAL HEALTH SERVICES S&W SALARIES & WAGES				
191375	91200593	TOWNSHIP OF WEST ORANGE	28,918.75		04/08/2026	04/10/2026
91-2010-00-8051-090		- GENERAL HEALTH SERVICES S&W Longevity				
191375	91200593	TOWNSHIP OF WEST ORANGE	377.81		04/08/2026	04/10/2026
91-2010-00-8051-100		- GENERAL HEALTH SERVICES S&W Overtime				
191375	91200593	TOWNSHIP OF WEST ORANGE	263.46		04/08/2026	04/10/2026
Total: BUDGET GENERAL HEALTH SERVICES S&W			29,560.02			
91-2010-00-8052-		- BUDGET GENERAL HEALTH SERVICES O/E				
91-2010-00-8052-041		- GENERAL HEALTH SERVICES O/E SUBURBAN REG HEALTH COMMISSION				
190404		ESSEX REGIONAL HEALTH COMM	1,956.25	VOUCHER 30 2026 AIR POLLUTION CONTROL SERVICES	12/31/2025	00/00/0000
91-2010-00-8052-082		- GENERAL HEALTH SERVICES O/E COURSES & EDUCATIONAL MATERIAL				
191337		NJ ENVIRONMENTAL HEALTH ASSOC	225.00	#04568 DANIEL GOMEZ LEAD INSPECTOR & RISK ASSESOR COURSE 4.28.26	04/02/2026	00/00/0000
191438		NJ ENVIRONMENTAL HEALTH ASSOC	160.00	#04569 registration for lead inspector & risk assessor refresher course 04.28.	04/15/2026	00/00/0000
Total: BUDGET GENERAL HEALTH SERVICES O/E			2,341.25			
91-2010-00-8101-		- BUDGET SEN CITIZEN TRANS S&W				
91-2010-00-8101-010		- SEN CITIZEN TRANS S&W SALARIES & WAGES				
191375	91200593	TOWNSHIP OF WEST ORANGE	12,117.82		04/08/2026	04/10/2026
91-2010-00-8101-030		- SENIOR BUSING S&W Hourly Pay				
191376	91200594	TOWNSHIP OF WEST ORANGE	9,136.72		04/08/2026	04/10/2026
91-2010-00-8101-100		- SENIOR BUSING S&W Overtime				
191375	91200593	TOWNSHIP OF WEST ORANGE	2,251.81		04/08/2026	04/10/2026
Total: BUDGET SEN CITIZEN TRANS S&W			23,506.35			
91-2010-00-8102-		- BUDGET SEN CITIZEN TRANS O/E				
91-2010-00-8102-113		- SEN CITIZEN TRANS O/E OFFICE SUPPLIES				
191244		WB MASON CO. INC.	181.64	#260960490 HP 304A (CC530A) Toner Cartridge, Black HEWCC530A	12/31/2025	00/00/0000

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
Total: BUDGET SEN CITIZEN TRANS O/E			181.64			
91-2010-00-8401-		- BUDGET ANIMAL CONTROL S&W				
91-2010-00-8401-010		- ANIMAL CONTROL S&W SALARIES & WAGES				
191375	91200593	TOWNSHIP OF WEST ORANGE	5,590.16		04/08/2026	04/10/2026
91-2010-00-8401-100		- ANIMAL CONTROL S&W Overtime				
191375	91200593	TOWNSHIP OF WEST ORANGE	968.50		04/08/2026	04/10/2026
Total: BUDGET ANIMAL CONTROL S&W			6,558.66			
91-2010-00-8402-		- BUDGET ANIMAL CONTROL O/E				
91-2010-00-8402-113		- ANIMAL CONTROL O/E PURCHASE & REPAIR				
190400		AMERICAN MESSAGING	32.18	#N3523012AD PAGER SERVICES FOR JANUARY-FEBRUARY-MARCH-2026	12/31/2025	00/00/0000
Total: BUDGET ANIMAL CONTROL O/E			32.18			
91-2010-00-8601-		- BUDGET SEN CITIZEN HEALTH CTR S&W				
91-2010-00-8601-010		- SEN CITIZEN HEALTH CTR S&W SALARIES & WAGES				
191375	91200593	TOWNSHIP OF WEST ORANGE	16,192.64		04/08/2026	04/10/2026
91-2010-00-8601-030		- SEN CITIZEN HEALTH CTR S&W Hourly Pay				
191376	91200594	TOWNSHIP OF WEST ORANGE	1,794.58		04/08/2026	04/10/2026
91-2010-00-8601-100		- SEN CITIZEN HEALTH CTR S&W Overtime				
191375	91200593	TOWNSHIP OF WEST ORANGE	351.39		04/08/2026	04/10/2026
Total: BUDGET SEN CITIZEN HEALTH CTR S&W			18,338.61			
91-2010-00-8762-		- BUDGET RETIRED CITIZENS PROGRAM O/E				
91-2010-00-8762-090		- RETIRED CITIZENS PROGRAM O/E INSTRUCTORS				
191147		COUNTY OF ESSEX DEPT OF PARKS	300.00	#2026-CB TOUR040910 Older Adult Outing to Essex County Branch Brook Park. Guid	12/31/2025	00/00/0000
91-2010-00-8762-204		- RETIRED CITIZENS PROGRAM O/E NUTRITION PROGRAM				
191187		VILLAGE SUPERMARKET OF NJ	41.68	#02960240707 Shop Rite Food Supplies for Events/Programming	12/31/2025	00/00/0000
191187		VILLAGE SUPERMARKET OF NJ	13.67	#02960356169 Shop Rite Food Supplies for Events/Programming	12/31/2025	00/00/0000
Total: BUDGET RETIRED CITIZENS PROGRAM O/E			355.35			
91-2010-00-8902-		- BUDGET GARBAGE-TRASH COLLECTION FEE				
91-2010-00-8902-140		- GARBAGE-TRASH COLLECTION FEE GARBAGE-TRASH COLLECTION FEE				
190800		SUBURBAN DISPOSAL INC	297,166.66	#12402 Jan - dec 2026 RES 229-24	02/17/2026	00/00/0000
91-2010-00-8902-150		- GARBAGE-TRASH DISPOSAL FEE GARBAGE-TRASH DISPOSAL FEE				
190800		SUBURBAN DISPOSAL INC	120,920.79	#12402 jan - dec 2026 disposal fee	02/17/2026	00/00/0000
91-2010-00-8902-155		- GARBAGE-TRASH ROLL OFF CONTAINERS GARBAGE-TRASH ROLL OFF CONTAINERS				
190800		SUBURBAN DISPOSAL INC	650.00	#12402 roll off jan-dec	02/17/2026	00/00/0000
Total: BUDGET GARBAGE-TRASH COLLECTION FEE			418,737.45			
91-2010-00-9002-		- BUDGET COMMUNITY SERVICES O/E				

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
91-2010-00-9002-200		- COMMUNITY SERVICES O/E MOUNTAIN TOP LEAGUE				
191053		MOUNTAIN TOP LEAGUE	9,500.00	RESOLUTION 63-26 RECREATIONAL SERVICES 2026	03/10/2026	00/00/0000
91-2010-00-9002-202		- COMMUNITY SERVICES O/E P.A.L.				
191054		POLICE ATHLETIC LEAGUE OF WO	12,000.00	RESOLUTION 61-26 RECREATIONAL SERVICES 2026	03/10/2026	00/00/0000
91-2010-00-9002-225		- COMMUNITY SERVICES O/E WO ELITE BASKETBALL CLUB				
191055		WO ELITE BASKETBALL CLUB	9,500.00	RESOLUTION 62-26 RECREATIONAL SERVICES 2026	03/10/2026	00/00/0000
Total: BUDGET COMMUNITY SERVICES O/E			31,000.00			
91-2010-00-9101-		- BUDGET PARKS & PLAYGROUNDS S&W				
91-2010-00-9101-010		- PARKS & PLAYGROUNDS S&W SALARIES & WAGES				
191375	91200593	TOWNSHIP OF WEST ORANGE	19,883.83		04/08/2026	04/10/2026
91-2010-00-9101-030		- PARKS & PLAYGROUNDS S&W Hourly Pay				
191376	91200594	TOWNSHIP OF WEST ORANGE	4,279.37		04/08/2026	04/10/2026
91-2010-00-9101-090		- PARKS & PLAYGROUNDS S&W Longevity				
191375	91200593	TOWNSHIP OF WEST ORANGE	352.56		04/08/2026	04/10/2026
91-2010-00-9101-100		- PARKS & PLAYGROUNDS S&W Overtime				
191375	91200593	TOWNSHIP OF WEST ORANGE	1,315.56		04/08/2026	04/10/2026
Total: BUDGET PARKS & PLAYGROUNDS S&W			25,831.32			
91-2010-00-9102-		- BUDGET PARKS & PLAYGROUNDS O/E				
91-2010-00-9102-110		- PARKS & PLAYGROUNDS O/E MATERIALS-OFFICE				
191369		STAPLES BUSINESS ADVANTAGE	67.20	#6060792769 EPSON PRINTER CARTRIDGES	12/31/2025	00/00/0000
Total: BUDGET PARKS & PLAYGROUNDS O/E			67.20			
91-2010-00-9302-		- BUDGET CELECRATION OF PUBLIC EVENTS O				
91-2010-00-9302-206		- CELECRATION OF PUBLIC EVENTS O EASTER EGG HUNT				
191371		ALEXA MILET	250.00	#37461 Balloon Arch for Spring Event	12/31/2025	00/00/0000
191229		G6 PARTY RENTALS, LLC	250.00	#153 Photo booth for spring fling event	12/31/2025	00/00/0000
Total: BUDGET CELECRATION OF PUBLIC EVENTS O			500.00			
91-2010-00-9401-		- BUDGET CONSTRUCTION S&W				
91-2010-00-9401-010		- CONSTRUCTION S&W Base Salary Pay				
191375	91200593	TOWNSHIP OF WEST ORANGE	15,131.95		04/08/2026	04/10/2026
91-2010-00-9401-030		- CONSTRUCTION S&W SPECIAL REQUESTS				
191376	91200594	TOWNSHIP OF WEST ORANGE	7,564.29		04/08/2026	04/10/2026
91-2010-00-9401-100		- CONSTRUCTION S&W Overtime				
191375	91200593	TOWNSHIP OF WEST ORANGE	3,596.74		04/08/2026	04/10/2026
Total: BUDGET CONSTRUCTION S&W			26,292.98			
91-2010-00-9500-		- BUDGET ELECTRICITY O/E				
91-2010-00-9500-150		- ELECTRICITY O/E ELECTRICITY RECREATION				

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
191385		PUBLIC SERVICE ELECTRIC & GAS	16.25	#7743368505 ROONEY CIR TEMP	12/31/2025	00/00/0000
191382		PUBLIC SERVICE ELECTRIC & GAS	1,720.01	FEB 2026 #73388890404-CHERRY ST	12/31/2025	00/00/0000
191382		PUBLIC SERVICE ELECTRIC & GAS	108.07	FEB 2026 #7451945405-56 CHERRY ST	12/31/2025	00/00/0000
191382		PUBLIC SERVICE ELECTRIC & GAS	664.48	FEB 2026 #7338891818-ASHLAND AVE	12/31/2025	00/00/0000
191382		PUBLIC SERVICE ELECTRIC & GAS	159.13	FEB 2026 #7338891400-DOGWOOD DR	12/31/2025	00/00/0000
191382		PUBLIC SERVICE ELECTRIC & GAS	18.27	FEB 2026 #7338891303-PLEASANT VLY WY	12/31/2025	00/00/0000
191382		PUBLIC SERVICE ELECTRIC & GAS	189.58	FEB 2026 #7338891109-FRANKLIN AVE	12/31/2025	00/00/0000
191382		PUBLIC SERVICE ELECTRIC & GAS	244.01	FEB 2026 #7338890900-LIBERTY ST	12/31/2025	00/00/0000
191382		PUBLIC SERVICE ELECTRIC & GAS	2,071.55	FEB 2026 #7338890803-PLEASANT VLY WY KATZ	12/31/2025	00/00/0000
191382		PUBLIC SERVICE ELECTRIC & GAS	47.13	FEB 2026 #7338890706-PLEASANT VLY WY	12/31/2025	00/00/0000
191382		PUBLIC SERVICE ELECTRIC & GAS	26.25	FEB 2026 #7338890609-ST CLOUD AVE	12/31/2025	00/00/0000
191382		PUBLIC SERVICE ELECTRIC & GAS	878.28	FEB 2026 #7338890501-LORELEI RD	12/31/2025	00/00/0000
191382		PUBLIC SERVICE ELECTRIC & GAS	1,672.64	FEB 2026 #7338889309-110 FRANKLIN AVE	12/31/2025	00/00/0000
191382		PUBLIC SERVICE ELECTRIC & GAS	305.68	FEB 2026 #7338890307-RALPH RD	12/31/2025	00/00/0000
191382		PUBLIC SERVICE ELECTRIC & GAS	546.69	FEB 2026 #7338890218-ST CLOUD STAGG FLD	12/31/2025	00/00/0000
191382		PUBLIC SERVICE ELECTRIC & GAS	18.27	FEB 2026 #7338890102-MT PLEASANT AVE	12/31/2025	00/00/0000
191382		PUBLIC SERVICE ELECTRIC & GAS	85.38	FEB 2026 #7338890005-CECIL LANE	12/31/2025	00/00/0000
191382		PUBLIC SERVICE ELECTRIC & GAS	123.93	FEB 2026 #7338889902-PLEASANT VLY WY	12/31/2025	00/00/0000
191382		PUBLIC SERVICE ELECTRIC & GAS	22.24	FEB 2026 #7338889805-PLEASANT VLY WY	12/31/2025	00/00/0000
191382		PUBLIC SERVICE ELECTRIC & GAS	573.22	FEB 2026 #7338889708-ST CLOUD AVE	12/31/2025	00/00/0000
191382		PUBLIC SERVICE ELECTRIC & GAS	218.55	FEB 2026 #7338889600-LORELEI RD	12/31/2025	00/00/0000
191382		PUBLIC SERVICE ELECTRIC & GAS	7.95	FEB 2026 #7338889503-MANGER RD	12/31/2025	00/00/0000
Total: BUDGET ELECTRICITY O/E			9,717.56			
91-2010-00-9501- - BUDGET STREET LIGHTING - IN C O/E						
91-2010-00-9501-148 - CONDO STREET LIGHTING O/E CONDO STREET LIGHTING						
190778		NORMANDIE ESTATES CONDO ASSOC	1,166.40	RES 47-26 2025 ST. LIGHTING REIMBURSEMENT	02/12/2026	00/00/0000
190781		BEL AIR CONDO ASSOC	8,602.20	RES 47-26 2025 ST. LIGHTING REIMBURSEMENT	02/12/2026	00/00/0000
190780		POINTE AT CRYSTAL LAKE C.A.	4,082.40	RES 47-26 2025 ST. LIGHTING REIMBURSEMENT	02/12/2026	00/00/0000
190767		LLEWELLYN PARK COMM MGRS.	37,263.58	RES 47-26 2025 STREET LIGHTING REIMBURSEMENT	02/11/2026	00/00/0000
190765		WEST ESSEX HIGHLANDS	11,372.40	RES 47-26 2025 STREET LIGHTING REIMBURSEMENT	02/11/2026	00/00/0000
190766		CRYSTAL WOODS CONDO ASSOC.	9,927.16	RES 47-26 2025 STREET LIGHTING REIMBURSEMENT	02/11/2026	00/00/0000
190770		BARRINGER COURT HOMEOWNERS ASS	729.00	RES 47-26 2025 ST. LIGHTING REIMBURSEMENT	02/12/2026	00/00/0000
190773		BRIAR HILL VILLAS MANAGEMENT	1,749.60	RES 47-26 2025 ST. LIGHTING REIMBURSEMENT	02/12/2026	00/00/0000
190768		EAGLE RIDGE PROPERTY OWNERS	12,247.20	RES 47-26 2025 STREET LIGHTING REIMBURSEMENT	02/11/2026	00/00/0000
190763		WOODLANDS AT WEST ORANGE	4,082.40	RES 47-26 2025 STREET LIGHTING REIMBURSEMENT	02/11/2026	00/00/0000
Total: BUDGET STREET LIGHTING - IN C O/E			91,222.34			
91-2010-00-9502- - BUDGET FUEL O/E						
91-2010-00-9502-142 - FUEL O/E GASOLINE FUEL						
191146		SJ FUEL SOUTH CO., INC	28,581.96	#195155 #195156 #195687 #195672 #195659 #195351 GASOLINE EXPENSED MCCPC 2026	12/31/2025	00/00/0000

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
91-2010-00-9502-150		- FUEL O/E DIESEL FUEL				
190938		NATIONAL FUEL OIL CO.	12,211.05	#115010 #114844 #114304 #114752 #114343 #114298 diesel fuel expensed MCCPC	12/31/2025	00/00/0000
91-2010-00-9502-155		- FUEL O/E FUEL MAINTENANCE				
190345		T. SLACK ENVIRONMENTAL SERVIC	276.00	#FB9605#FB9604 fuel pump repairs/testing 2025 not to exceed without the approv	12/31/2025	00/00/0000
190593		OUTSTANDING SERVICE CO.	343.90	#9414 check containment areas various locations 2026 as per attached quotes	12/31/2025	00/00/0000
Total: BUDGET FUEL O/E			41,412.91			
91-2010-00-9504-		- BUDGET WATER- O/E				
91-2010-00-9504-150		- WATER- O/E WATER-RECREATION				
191399		NJ AMERICAN WATER CO.	26.00	02.19.26-03.17.26 #1018-210027024983-395 ST CLOUD AVE	12/31/2025	00/00/0000
191399		NJ AMERICAN WATER CO.	26.00	02.19.26-03.17.26 #1018-210027096445-CARTERET ST	12/31/2025	00/00/0000
191399		NJ AMERICAN WATER CO.	208.14	02.19.26-03.17.26 #1018-210027025887-19 RALPH ROAD	12/31/2025	00/00/0000
191399		NJ AMERICAN WATER CO.	26.00	02.19.26-03.17.26 #1018-210027022703-51 SEWARD ST	12/31/2025	00/00/0000
191399		NJ AMERICAN WATER CO.	26.00	02.19.26-03.17.26 #1018-210027023416-20 LIBERTY ST	12/31/2025	00/00/0000
191399		NJ AMERICAN WATER CO.	208.14	02.19.26-03.17.26 #1018-210027025948-19 RALPH RD	12/31/2025	00/00/0000
191399		NJ AMERICAN WATER CO.	74.61	02.19.26-03.17.26 #1018-210027096292-37 CARTERET #41 ST	12/31/2025	00/00/0000
191399		NJ AMERICAN WATER CO.	39.01	02.19.26-03.17.26 #1018-210024526954-4 BOLAND DR PLAYHOUSE	12/31/2025	00/00/0000
Total: BUDGET WATER- O/E			633.90			
91-2010-00-9613-		- BUDGET MEDICAL TRANSPORT BILLING SERV				
91-2010-00-9613-090		- MEDICAL TRANSPORT BILLING SERV MEDICAL TRANSPORT BILLING SERVICE				
191309		BARNABAS HEALTH, INC.	5,613.62	INV NO.0004 JANUARY - ALS AMBULANCE SERVICE	12/31/2025	00/00/0000
191309		BARNABAS HEALTH, INC.	4,782.37	INV NO.0005 FEBRUARY - ALS AMBULANCE SERVICE	12/31/2025	00/00/0000
Total: BUDGET MEDICAL TRANSPORT BILLING SERV			10,395.99			
91-2010-00-9903-		- BUDGET FICA O/E				
91-2010-00-9903-080		- FICA O/E FICA				
191375	91200593	TOWNSHIP OF WEST ORANGE	26,079.85		04/08/2026	04/10/2026
191375	91200593	TOWNSHIP OF WEST ORANGE	21,613.36		04/08/2026	04/10/2026
191376	91200594	TOWNSHIP OF WEST ORANGE	3,780.23		04/08/2026	04/10/2026
191376	91200594	TOWNSHIP OF WEST ORANGE	884.07		04/08/2026	04/10/2026
Total: BUDGET FICA O/E			52,357.51			
91-2010-00-9907-		- BUDGET DEFINED CONTRIBUTION RET. O/E				
91-2010-00-9907-080		- DEFINED CONTRIBUTION RET. O/E DEFINED CONTRIBUTION RET. PLAN				
191375	91200593	TOWNSHIP OF WEST ORANGE	100.90		04/08/2026	04/10/2026
191376	91200594	TOWNSHIP OF WEST ORANGE	1,299.92		04/08/2026	04/10/2026
Total: BUDGET DEFINED CONTRIBUTION RET. O/E			1,400.82			
91-2030-00-2952-		- APPROPRIATION RESERVES COMPTROLLER O/E				
91-2030-00-2952-081		- COMPTROLLER O/E PAYROLL SERVICES				

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
191379		KRONOS SAASHR, INC	5,980.51	#12348995 2025 UKG READY	04/09/2026	00/00/0000
Total: APPROPRIATION RESERVES COMPTROLLER O/E			5,980.51			
91-2030-00-6002-	- APPROPRIATION RESERVES FIRE O/E					
91-2030-00-6002-114	- FIRE O/E FIRE FIGHTING FOAM					
189609		PAUL CONWAY SHEILDS	65.50	#0546882 BLACKINGTON CAPT. SILVER BADGE	10/29/2025	00/00/0000
Total: APPROPRIATION RESERVES FIRE O/E			65.50			
91-2030-00-7101-	- APPROPRIATION RESERVES BUILDING & PROPERTY O/E					
91-2030-00-7101-077	- BUILDING & PROPERTY O/E MAINT. ALL BLDGS. INTERIOR & E					
191442		CARRIER CORPORATION	2,033.31	#90512454 HVAC REPAIRS VARIOUS BUILDINGS	04/16/2026	00/00/0000
191466		CARRIER CORPORATION	3,219.12	#90532479 HVAC REPAIRS VARIOUS BUILDINGS 2025 WORK PERFORMED	04/20/2026	00/00/0000
191454		TROLLER ELECTRIC LLC	1,164.45	#6118 emergency service call 10 rooney	04/17/2026	00/00/0000
91-2030-00-7101-112	- BUILDING & PROPERTY O/E MAINTENANCE SUPPLIES - BUILDIN					
191462		TREASURER STATE OF NJ	3,500.00	#260235710 18 central ave annual site remediation fee	04/17/2026	00/00/0000
Total: APPROPRIATION RESERVES BUILDING & PROPERTY O/E			9,916.88			
91-2030-00-7202-	- APPROPRIATION RESERVES SHADE TREE O/E					
91-2030-00-7202-091	- SHADE TREE O/E CONTRACTUAL SERVICES-PRUNING					
191465		RICH TREE SERVICE	11,120.00	#2600522 RES 16-25 EMERGENCY AND NON EMERGENCY TREE SERVICE	04/20/2026	00/00/0000
Total: APPROPRIATION RESERVES SHADE TREE O/E			11,120.00			
91-2030-00-7503-	- APPROPRIATION RESERVES STREET CLEANING AND DRAINAGE O					
91-2030-00-7503-110	- STREET CLEANING AND DRAINAGE O SAFETY GEAR					
191440		WW GRAINGER INC	31.30	#9741181268 ROAD SAFETY SUPPLIES 2025	04/15/2026	00/00/0000
Total: APPROPRIATION RESERVES STREET CLEANING AND DRAINAGE O			31.30			
91-2030-00-9402-	- APPROPRIATION RESERVES CONSTRUCTION O/E					
91-2030-00-9402-130	- CONSTRUCTION O/E MATERIALS, SUPPLIES & COMPUTER					
190027		STAPLES BUSINESS ADVANTAGE	11.38	#6050779894 BIC Round Stic Xtra-Life Ballpoint Pen, Medium Point, 1.0mm, Black	12/16/2025	00/00/0000
190027		STAPLES BUSINESS ADVANTAGE	31.08	#6050779894 Staples Hype Tank Highlighter, Chisel Tip, Yellow, 12pk	12/16/2025	00/00/0000
190027		STAPLES BUSINESS ADVANTAGE	6.10	#6050779894 Staples Standard Staples, 1/4" Leg Length, 5000/Box, 5/Pack (	12/16/2025	00/00/0000
190027		STAPLES BUSINESS ADVANTAGE	9.32	#6050779894 Staples Smooth Standard Paper Clips, Silver, 100 Clips/Pack, 10/Pa	12/16/2025	00/00/0000
190027		STAPLES BUSINESS ADVANTAGE	122.25	#6050779894 HP 26A Black Standard Yield Toner Cartridge, Prints Up to 3,100 Pa	12/16/2025	00/00/0000
190027		STAPLES BUSINESS ADVANTAGE	3.00	#6050779901 Staples 9" Handle Letter Opener, Chrome (ST10618-CC)	12/16/2025	00/00/0000
190027		STAPLES BUSINESS ADVANTAGE	17.00	#6050779894 Westcott Titanium Bonded 8" Titanium Multi-Purpose/Heavy Duty	12/16/2025	00/00/0000
190027		STAPLES BUSINESS ADVANTAGE	52.95	#6050779894 Tombow MONO Retro Correction Tape, White, 6/Pack (68670)	12/16/2025	00/00/0000
190027		STAPLES BUSINESS ADVANTAGE	28.00	#6050779894 Staples® Plastic Storage Clipboard, Letter Size, Black (ST28543-C	12/16/2025	00/00/0000
190027		STAPLES BUSINESS ADVANTAGE	23.80	#6050779895 Post-it Notes, 3" x 3", 36pk	12/16/2025	00/00/0000
190027		STAPLES BUSINESS ADVANTAGE	26.52	#6050779894 BIC Soft Feel Retractable Ballpoint Pen, Medium Point, 1.0mm, Ass	12/16/2025	00/00/0000
190027		STAPLES BUSINESS ADVANTAGE	11.54	#6050779895 Pilot G2 Retractable Gel Pens, Bold Point, 1.0mm, Black Ink, Dozen	12/16/2025	00/00/0000

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
190027		STAPLES BUSINESS ADVANTAGE	8.39	#6050779895 Sharpie Tank Permanent Marker, Chisel Tip, Black, 12/Pack (38201)	12/16/2025	00/00/0000
190027		STAPLES BUSINESS ADVANTAGE	61.44	#6050779895 Sharpie Permanent Marker, Fine Tip, Black, 36/Pack (1884739)	12/16/2025	00/00/0000
190027		STAPLES BUSINESS ADVANTAGE	45.69	#6050779895 Duracell Coppertop AAA Alkaline Battery, 36/Pack (MN24P36)	12/16/2025	00/00/0000
190027		STAPLES BUSINESS ADVANTAGE	118.77	#6050779895 Duracell Coppertop AA Alkaline Batteries, 36/Pack (MN15P36)	12/16/2025	00/00/0000
190027		STAPLES BUSINESS ADVANTAGE	26.60	#6050779895 2026 Staples 21.75" x 17" Monthly Desk Pad Calendar, Whi	12/16/2025	00/00/0000
190027		STAPLES BUSINESS ADVANTAGE	46.45	#6050779895 Post-it Super Sticky Notes, 4" x 6", Canary Collection,	12/16/2025	00/00/0000
Total: APPROPRIATION RESERVES CONSTRUCTION O/E			650.28			
91-2040-41-1000- - GRANT RESERVES 09 NJDOT-OLD SALEM ROAD (1812-06)						
91-2040-41-1000-323		- DOT-MUNICIPAL AID 2024 DOT-MUNICIPAL AID-Morris, Sussex				
189521		REGGIO CONSTRUCTION, INC.	184,676.35	Engineer's Certificate No. 2 RES 222-25 NJDOT 2024-MA-00006 MORRIS RD, SUSS	10/20/2025	00/00/0000
91-2040-41-1000-326		- DOT-MUNICIPAL AID 2025 DOT-MUNICIPAL AID- TAP GRANT WASHINGTON STREET CORRIDOR PH2				
189243		GREENMAN-PEDERSEN, INC	8,674.43	#431266 RESOLUTION 188-25 NOT TO EXCEED	09/17/2025	00/00/0000
Total: GRANT RESERVES 09 NJDOT-OLD SALEM ROAD (1812-06)			193,350.78			
91-2040-41-2200- - GRANT RESERVES ASSISTANCE TO FIREFIGHTERS						
91-2040-41-2200-223		- ASSISTANCE TO FIREFIGHTERS 2023 ASSISTANCE TO FIREFIGHTERS				
187219		RESCUE PRODUCTS INTERNATIONAL	3,700.00	#26-040 Res 70-25 TRAINING WOFD	02/28/2025	00/00/0000
Total: GRANT RESERVES ASSISTANCE TO FIREFIGHTERS			3,700.00			
91-2040-41-7300- - GRANT RESERVES 07 HAZARDOUS DISCHARGE SITE (1						
91-2040-41-7300-223		- HAZARDOUS DISCHARGE SITE 2023 HAZARDOUS DISCHARGE SITE				
182735		MATRIX NEW WORLD ENGINEERING,	54,857.01	#R-23-00282-47 RES 410-23 REMEDIAL ACTION ACTIVITIES/REPORT	12/31/2023	00/00/0000
Total: GRANT RESERVES 07 HAZARDOUS DISCHARGE SITE (1			54,857.01			
91-2040-41-9050- - GRANT RESERVES NJ DOT TAP						
91-2040-41-9050-001		- NJ DOT TAP 2020 TAP WASHINGTON STREET PHASE 1 DESIGN				
190891		GREENMAN-PEDERSEN, INC	6,757.14	#431267 RESOLUTION 215-25 PROFESSIONAL ENGINEERING SERVICES	02/25/2026	00/00/0000
Total: GRANT RESERVES NJ DOT TAP			6,757.14			
91-2080-00-0200- - RESERVE FOR TAX APPEAL RESERVE FOR TAX APPEAL - ATTORRNEY FEE						
91-2080-00-0200-		- RESERVE FOR TAX APPEAL - ATTORRNEY FEE RESERVE FOR TAX APPEAL - ATTORRNEY FEE				
191077		BOURNE, NOLL & KENYON	3,250.00	MARCH 2026 RESOLUTION 75-26 MUNICIPAL TAX APPEAL ATTORNEY NOT TO EXCEED	03/12/2026	00/00/0000
Total: RESERVE FOR TAX APPEAL RESERVE FOR TAX APPEAL - ATTORRNEY FEE			3,250.00			
91-2150- - - RES. FOR TAX TITLE LIENS RES. FOR TAX TITLE LIENS						
91-2150- - -		- RES. FOR TAX TITLE LIENS RES. FOR TAX TITLE LIENS				
191381	26000502	AMERICAN TAX LIEN FUND LLC	597.94	REDEMPTION CERT#25-061	12/31/2025	04/10/2026
191428	26000504	DAXUAN WANG	1,348.45	REDEMPTION CERT#25-050	12/31/2025	04/15/2026
Total: RES. FOR TAX TITLE LIENS RES. FOR TAX TITLE LIENS			1,946.39			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
91-2155- -	-	RES. FOR TTL PREMIUM RES. FOR TTL PREMIUM				
91-2155- -	-	RES. FOR TTL PREMIUM RES. FOR TTL PREMIUM				
191381	26000502	AMERICAN TAX LIEN FUND LLC	1,100.00	PREMIUM	12/31/2025	04/10/2026
191428	26000504	DAXUAN WANG	1,400.00	PREMIUM	12/31/2025	04/15/2026
Total: RES. FOR TTL PREMIUM RES. FOR TTL PREMIUM			2,500.00			
Fund Total: 91			4,836,482.44			

RESOLUTION INTRODUCING THE 2026 LOCAL MUNICIPAL BUDGET

BE IT RESOLVED, by the Township Council of the Township of West Orange, on this 28th day of April, 2026 that the 2026 Local Municipal Budget of the Township of West Orange be and is hereby introduced on first reading and the Township Clerk is directed to read the title thereof in full.

The public hearing for the budget will be held on **Wednesday, June 24, 2026 at 7 p.m.**, in Council Chambers, Town Hall, 66 Main Street and via Zoom.

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

Susan Scarpa,
Council President

Adopted: April 28, 2026

RESOLUTION

WHEREAS, DGP Urban Renewal, LLC (“Responsible Party”) owns property located at 177 Main Street, Block 66, Lot 1 in the Township of West Orange; and

WHEREAS, continuing environmental investigation, sampling and remedial work is required of the Responsible Party by New Jersey law and New Jersey Department of Environmental Protection (“NJDEP”) regulations at the 177 Main Street property; and

WHEREAS, the Responsible Party has contracted with Woodard and Curran (“Consultant”) to conduct an environmental investigation and remediation at the property located at 177 Main Street; and

WHEREAS, Consultant requires access to property owned by the Township of West Orange (“Township”) located at 12-18 Ashland Ave. Block 64, Lot 34 in the Township; and

WHEREAS, the Township is required by New Jersey law to grant access for these purposes; and

WHEREAS, the Township has agreed to grant Consultant and the Responsible Party access to the Township property subject to the terms and conditions contained in the Environmental Access Agreement annexed hereto as **Exhibit A**.

NOW THEREFORE, be it resolved by the Township Council of the Township of West Orange, New Jersey, that the Mayor and Clerk are hereby authorized to execute the Access Agreement for 12-18 Ashland Avenue in the same or substantially similar form to the form attached hereto.

BE IT FURTHER RESOLVED that a copy of this Resolution be published on line at Essex Daily News within ten (10) days of its approval as required by state statute.

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

Susan Scarpa, Council President

Adopted: April 28, 2026

EXHIBIT “A”

ENVIRONMENTAL ACCESS, NOTIFICATION and OBLIGATIONS AGREEMENT

THIS AGREEMENT is made this 28th day of April, 2026, by and between **Woodard and Curran.**, Two Executive Campus, Suite 125, Cherry Hill, New Jersey 08002, as environmental consultants to and on behalf of the “**DGP Urban Renewal, LLC**” (the “**Responsible Party**” or “**DGP**”) for NJDEP Case No. 06-11-27-0831-59 (the “**Consultant**” or “**W&C**”), and the **Township of West Orange**, a body public and corporate of the State of New Jersey, with offices located at 66 Main Street, West Orange, New Jersey 07052 as owner (“**Owner**” or “**Township**”), of that certain property identified as Block 64, Lot 34 also known as 12-18 Ashland Ave. West Orange, New Jersey (the “**Property**”)

WITNESSETH

WHEREAS, **W&C** in order to perform continuing investigation, sampling and remedial work in part required of **DGP** pursuant to New Jersey Industrial Site Recovery Act (“**ISRA**”), has requested that **Owner** permit **W&C** and its employees, agents, representatives, contractors and subcontractors to enter upon the **Property** for the purpose of conducting certain activities on behalf of the **DGP**, as herein described.

WHEREAS, the Responsible Party has contracted with Consultant, an independent contractor, to conduct an environmental investigation and remediation at property located at 177 Main Street, Block 66, Lot 1 in West Orange, New Jersey as required by New Jersey law and New Jersey Department of Environmental Protection (“NJDEP”) regulations. As part of the investigation and remediation at 177 Main Street, Consultant requires access to the Property to conduct required work.

WHEREAS, the required work concerns the installation of a monitoring well and related activities as detailed in the Scope of Work annexed hereto as “**Exhibit A**” and incorporated herein by reference. With respect to the Property, the required work includes (collectively, referred to as the “Work”):

- a) the Well will be periodically sampled for groundwater at the Property, with analyses for only the following contaminants of concern: Chloroethane, Benzo(a)anthracene, Lead, and Nickel; and
- b) once the Well is no longer required by the NJDEP, the Well will be properly abandoned and decommissioned in accordance with applicable NJDEP regulations; and
- c) once the Well is no longer required by the NJDEP, **Consultant** and the **Responsible Party** will restore the **Property** to its pre-access condition; and

WHEREAS, Consultant and the **Responsible Party** have requested access to the **Property** from the **Owner** for the purpose of conducting the Work; and

WHEREAS, Owner agrees to grant **Consultant** and the **Responsible Party** access to the **Property** to conduct the Work upon the terms and conditions set forth in this agreement,

NOW THEREFORE, in consideration of the foregoing whereas clauses, which are hereby incorporated by reference as part of this agreement as if set forth at length below, and of the mutual covenants hereinafter stated, the parties do hereby agree as follows:

1. **Owner** does hereby grant the **Responsible Party** and **Consultant**, its employees, agents, representatives, contractors, and/or subcontractors a right of entry onto the **Property** consistent with the terms and conditions of this Agreement to perform the Work.

2. This Agreement shall run from the date of execution of this Agreement for a period of twenty-six (26) months from the date of the complete execution of this agreement unless terminated earlier by either party upon delivery of a written notice of the termination date.

3. Prior to each and every entry upon the **Property**, **Consultant** or its employees, agents, representatives, contractors, and/or subcontractors, as the case may be, shall make all reasonable efforts to provide at least 24 hour notice in writing sent to Peter Smeraldo, and to also provide such 24 hour notice by phone to Peter Smeraldo or the current Business Administrator concerning the intent by **Consultant** or anyone on its behalf (examples noted above) to enter upon the **Property** and to advise **Owner** of the anticipated date and time.

4. All work performed by **Consultant** and its employees, agents, representatives, contractors, and/or subcontractors shall be done in a good and workmanlike manner so as not to cause any damage to the **Property** or unreasonably interfere with **Owner's** use and occupancy of the **Property**. It is **Consultant and the Responsible Party's** responsibility to restore the **Property** to pre-access condition.

5. At all times during the term of this Agreement, **W&C** shall maintain all state mandated insurance and must maintain both an automobile policy and a general liability policy with respect to the services to be performed under this Agreement of at least one million dollars per occurrence and shall name **Owner** as an additional insured, and will deliver to **Owner** a certificate of insurance prior to the commencement of services. Recipient shall further maintain appropriate insurance as to its own actions relative to this Agreement.

6. **Consultant** shall perform the Work in accordance with applicable local, state, and federal laws and in accordance with all NJDEP regulations.

7. Within thirty (30) days following receipt of analytical results, **Consultant** shall furnish to the **Owner** a copy of the results of the groundwater sampling for the Well sampled on the **Property** along with a summary table of analytes found above remediation standards, if

applicable, for the Well, and a map indicating the groundwater contours and flow direction at the time of sampling. Within thirty (30) days of submission to the NJDEP or any other regulatory authority, **Consultant** shall also furnish to **Owner** a copy of any final report required to be submitted to the NJDEP or any other regulatory authority that contains the analytical results of the groundwater sampling.

8. At all times following execution of this Agreement until Termination, **Consultant** and its subcontractors who enter upon the **Property** shall maintain commercial general liability insurance of not less than \$1,000,000.00, owned and hired vehicle automobile insurance, and workers' compensation insurance, and shall deliver to the **Owner** certificates of insurance pursuant to which the **Owner** is named as an additional insured under Consultant's commercial general liability insurance policy.

9. **Consultant** represents that the Work is necessary to comply with New Jersey law and NJDEP regulations.

10. Once the Well is no longer required by the NJDEP, **Consultant** and the **Responsible Party** shall restore the **Property** as follows: the Well installed at the **Property** as part of the Work will be abandoned and decommissioned in accordance with applicable NJDEP regulations. After each sampling event, the Well will be restored to current condition (i.e., manhole covers and gripper plugs will be placed back and sealed).

11. SEVERABILITY. If any provision of this Agreement, or any portion thereof, is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect as if such invalid, illegal, or unenforceable provision had never been contained herein. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is held to be excessively broad, it shall be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by law. The parties expressly acknowledge and agree that they would have entered into this Agreement regardless of the enforceability of any particular provision.

12. ENTIRE AGREEMENT (MERGER). This Agreement, including all exhibits, appendices, and attachments hereto, sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous discussions, negotiations, understandings, representations, warranties, and agreements, whether oral or written, between the parties. All previous drafts, proposals, and communications between the parties relating to the subject matter of this Agreement are hereby merged into this Agreement. Neither party has relied upon any representation, warranty, or undertaking that is not expressly set forth in this Agreement. The parties acknowledge that there are no terms, conditions, representations, warranties, promises, covenants, or understandings between the parties other than those expressly set forth herein.

13. MODIFICATIONS and NONWAIVER. No amendment, modification, waiver, or other change to any provision of this Agreement shall be effective unless

specifically set forth in a writing titled "Amendment to Agreement" that expressly identifies the provision(s) being amended and is signed by authorized representatives of the parties. No course of dealing, delay, or failure to enforce any provision of this Agreement shall constitute an amendment, modification, waiver, or continuing waiver of such provision or any other provision of this Agreement. Email exchanges, text messages, or other electronic communications, regardless of content, shall not constitute a signed writing for purposes of modifying this Agreement. The parties acknowledge that this provision is essential to maintain clarity and certainty in their contractual relationship and to protect the interests of the Public Entity as required by New Jersey law.

14. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the courts of the State of New Jersey, County of Essex. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

15. **HOLD HARMLESS AGREEMENT. Consultant and Responsible Party** shall defend, indemnify and hold harmless the Township, its agents, servants and administrators from and against any and all claims or actions at law, whether for personal injury, property damage or liability, including any costs of defense incurred by the Township and any payment, recoveries and judgment against the Township, which arise from any actions or omissions as vendor, its agents or employees in execution of the work and/or duties to be performed under the contract. Costs shall be deemed to include, but not limited to attorney's fees, filing expenses, expert witness fees, reproduction costs, and long distance travel and phone expenses in connection with the defense and shall bear the prevailing interest rate, where applicable. **Consultant and Responsible Party** shall be responsible for the damage to person or property caused or alleged to have been caused by or incidents to Work under the aforementioned Contract without expense to the Township, its agent's servants and/or administrators.

16. This Agreement shall be binding upon and insure the benefit of the parties and their respective successors and assigns. This Agreement constitutes the entire agreement between the parties regarding access to the **Property** and may not be modified or amended except in writing and the rights of obligations hereunder may not be transferred or assigned without prior consent of the parties hereto.

17. This Agreement may be executed in multiple parts, in which case it shall become effective when the last party has executed the Agreement and delivered a copy to the other party.

IN WITNESS WHEREOF, the Owner, Consultant, and the Responsible Party have executed this Agreement as of the date first written above.

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN CARNEVALE, RMC
MUNICIPAL CLERK

BY: _____
SUSAN McCARTNEY,
MAYOR

ATTEST:

WOODARD AND CURRAN

[Print Name]

BY: _____
[Print Name]
Title:

ATTEST:

DGP URBAN RENEWAL, LLC

[Print Name]

BY: _____
[Print Name]
Title:

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 **April 28, 2026** enter into a closed session to consider the following matter(s).

- () 1. Discussion of any material, the disclosure of which constitutes an invasion of individual privacy.
- () 2. A collective bargaining agreement or the terms of provisions of same.
- () 3. Techniques or tactic utilized to protect the safety and property of the public provided that their disclosure could impair such protection.
- () 4. An investigation of violations or possible violations of the laws of the State of New Jersey and/or the Township of West Orange Administrative Code.
- (X) 5. Pending or anticipated litigation or contract negotiation in which this body is or maybe a party.
- () 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):

126-26 Resolution Authorizing an Executive Session for the purpose of discussing matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties to this body; and for the discussion of matters which, by express provision of federal law, state statute, or rule of court, are required to be rendered confidential, specifically including: **Personnel Matter(s)-West Orange Fire Chief; Personnel-Retiree Payouts; Contract Negotiations – Redevelopment - Matrix**

(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 **April 28, 2026.**

Motion:

Second:

Vote

Aye:

Opposed:

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

**Susan Scarpa
Council President**

Adopted: April 28, 2026

RESOLUTION TO PURCHASE USED FIRE APPARATUS

WHEREAS, the West Orange Fire Department (the “Department”) has been maintaining an aging fleet of fire apparatuses which are regularly placed out of service for maintenance and mechanical failure for lengthy periods of time, creating the need for reserve apparatuses; and

WHEREAS, the Department does not currently maintain a reserve aerial device and had requested, through capital appropriation, the funding necessary to purchase a new custom-built fire apparatus (a “quint” with both an aerial ladder and pump); and

WHEREAS, by the time funding became available, the cost to build a new quint exceeded the appropriated amount and instead, a new engine/pump was ordered with the intent to search for and purchase a previously-owned quint with the remaining funds; and

WHEREAS, the Department has sourced a used quint from the Township of Deptford, New Jersey (“Deptford”) and has completed due diligence, concluding that the apparatus is mechanically satisfactory for its age and wear and would be operationally sufficient for the Department for at least 10 years; and

WHEREAS, the apparatus is a 2006 Seagrave 75’ “Meanstick” Quint Fire Apparatus (55k miles, Detroit 60 Series w/Allison Transmission, 1500gpm Waterous pump, 500-gallon tank); and

WHEREAS, Deptford has agreed to sell the apparatus to the Department “as is” for two hundred thousand dollars (\$200,000.00) with no guarantees, representations, warranties or the like and the Department agrees to indemnify and hold Deptford harmless from any claims, damages, losses, or liabilities related to the Department’s use and operation of the apparatus; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(2), this contract can be negotiated and awarded by the Township Council without public advertising for bids because the contract will be made and entered into with another municipality of the State of New Jersey.

NOW, THEREFORE BE IT RESOLVED by the Township Council of West Orange that the purchase of said apparatus be approved.

BE IT FURTHER RESOLVED that the Township Purchasing Agent is hereby authorized to arrange to pay for the foregoing in accordance with the terms of the Purchase Order on behalf of the Township of West Orange with funds approved by the Chief Financial Officer.

Karen J. Carnevale R.M.C
Municipal Clerk

Susan Scarpa
Council President

Adopted: April 28, 2026

**AGREEMENT
For the Purchase of:
QUINT FIRE APPARATUS**

THIS AGREEMENT dated the 28th day of April, 2026 by and between the Board of Commissioners of Fire District No. 1, in the Township of Deptford, County of Gloucester, New Jersey (“Seller”), party of the first part, and Township of West Orange, New Jersey (“Buyer”), party of the second part, hereinafter called the BUYER or OWNER (hereinafter the “Contract”).

The SELLER and BUYER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

The SELLER shall provide for the BUYER’S purchase of One (1) 2006 SEAGRAVE 75’ MEANSTICK QUINT FIRE APPARATUS (55K MILES, DETROIT 60 SERIES w/ALLISON TRANSMISSION, 1500 GPM WATEROUS PUMPO, 500-GALLON TANK) (the “Vehicle”).

ARTICLE 2. CONTRACT DELIVERY

2.1 The Vehicle shall be available for pickup by the BUYER, and picked up by the BUYER, within ten (10) days of the execution of this Contract, at the following location: Fire Administration Building, 1370 Delsea Drive, Deptford, New Jersey 08096. The date on which BUYER picks up the Vehicle shall be referred to as the Delivery Date.

ARTICLE 3. CONTRACT NOTICES

3.1 Notices to the SELLER shall be made to Michael White, Chairman of the Board of Fire Commissioners of SELLER. Notices to the BUYER shall be made to Anthony A. Vecchio, Fire Chief of the Fire Department of BUYER.

ARTICLE 4. CONTRACT PRICE

4.1 The sale price shall be Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) (“Contract Price”), payable from BUYER to SELLER.

4.2 Payment of the Contract Price shall be made within twenty (20) days of the Effective Date, as defined in Paragraph 4.3 below.

4.3 Payments will be made to the BUYER upon the Effective Date, which is as the later of the following: (i) the Delivery Date; or (ii) the date upon which SELLER delivers to BUYER written proof of all current pump and ladder tests including a current non-destructive test for the aerial, such tests being a condition precedent for the Contract to be effective.

ARTICLE 5. DEFAULT

5.1 In the event that BUYER defaults under this Contract, SELLER shall be entitled to be reimbursed for any and all expenses, including reasonable attorneys fees, caused by the Default, including time spent in the drafting of Contract documents, sale negotiations and actions necessary as a result of such Default.

5.2 In the event SELLER defaults under the Contract, BUYER shall be entitled to be reimbursed for any and all expenses, including reasonable attorneys fees, caused by the Default, including time spent in the drafting of Contract documents, sale negotiations and actions necessary as a result of such Default. BUYER shall not be entitled to any lost profits or other damages in anticipation of performing the Contract.

ARTICLE 6. BUYER'S REPRESENTATIONS

BUYER makes the following representations:

6.1 BUYER has obtained the necessary municipal approvals for purchase of the Vehicle, including passage of any and all necessary resolutions for the effectuation of such sale.

6.2 BUYER acknowledges that, except as provided in Paragraph 4.3 above, BUYER acknowledges that it is acquiring the Vehicle **“AS IS”, “WHERE IS”, and “WITH ALL FAULTS,” and THAT there are no warranties of merchantability or fitness or suitability of the Vehicle and its accessories for any particular purpose.”**

6.3 BUYER acknowledges that it has the obligation to register the Vehicle with the New Jersey Department of Motor Vehicles, and pay any applicable fees or taxes to New Jersey. Additionally, BUYER affirmatively represents that it has obtained liability insurance for the Vehicle on or prior to the Delivery Date and that, by taking possession of the Vehicle, represents that SELLER no longer has a legal or insurable interest in the Vehicle. BUYER also acknowledges that, as of the Delivery Date, it is solely responsible for any liability to third parties with respect to the Vehicle which may occur at or after the time the Vehicle entered into BUYER’S possession.

ARTICLE 7. SELLER’S REPRESENTATIONS

SELLER makes the following representations:

7.1 SELLER has obtained the necessary municipal approvals for sale of the Vehicle, including passage of any and all necessary resolutions for the effectuation of such sale.

7.2 SELLER represents that SELLER currently is the lawful owner of the Vehicle and has the authority to sell it free and clear from all encumbrances whatsoever. SELLER does hereby covenant and agree that it shall take all necessary actions to give BUYER possession of the Vehicle and (ii) execute and deliver such further instruments of conveyance, transfer and assignment as BUYER may reasonably request in order to effectively convey and transfer the Vehicle to BUYER, to confirm the title thereof to BUYER, and to assist BUYER in exercising its rights with respect thereto, subject to BUYER'S payment obligation above.

7.3 SELLER represents that the title to the vehicle is not encumbered or subject to liens or loans, and that any such encumbrance shall be discharged prior to delivery of the Vehicle and proof of same provided to BUYER.

7.4 SELLER represents that the odometer has not been rolled back or cycled, and that to the best of SELLER'S knowledge, the odometer reading of approximately 55,000 set forth in the Bill of Sale is accurate.

ARTICLE 8. MISCELLANEOUS

8.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

8.2 The SELLER and BUYER each binds itself, its successors, assigns and legal representatives to the other party hereto, its successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. All portions of the

TOWNSHIP OF WEST ORANGE

MICHAEL WHITE, CHAIRMAN,
DEPTFORD FIRE DISTRICT NO. 1
BOARD OF FIRE COMMISSIONERS

BY: _____

TITLE: _____

April 28, 2026

April 28, 2026

BILL OF SALE

The Deptford Fire District No. 1, a public body whose administrative offices are located at 1370 Delsea Drive, Deptford, New Jersey 08096 (“**Seller**”), through its authorized representative, who was appointed by Motion and Resolution of its governing body, the Board of Fire Commissioners, at a duly-noticed public work session of the Commissioners held on April 8, 2026, with the authority required to enter into this Bill of Sale, *in consideration of* Two Hundred Thousand Dollars and Zero Cents (\$200,000.00), from **Buyer**, *hereby transfers, assigns and conveys* the following vehicle to The Township of West Orange, NJ, a municipal body within the State of New Jersey (“**Buyer**”):

2006 SEAGRAVE 75’ MEANSTICK QUINT FIRE APPARATUS (55K MILES, DETROIT 60 SERIES w/ALLISON TRANSMISSION, 1500 GPM WATEROUS PUMPO, 500-GALLON TANK) (the “Vehicle”).

To Have and To Hold the same unto **Buyer**, its successors and assigns for its and their own use forever, with payment to be made within twenty days (20) days of the Effective Date of the sale, as set forth in the Contract (the “Contract”) entered into between Buyer and Seller simultaneously with the execution of this Bill of Sale, whose terms are adopted and incorporated herein by reference.

Buyer acknowledges that, as set forth in the Contract, it is acquiring the Vehicle “**AS IS**”, “**WHERE IS**”, and “**WITH ALL FAULTS**,” AND THAT THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS OR SUITABILITY OF THE VEHICLE AND ITS ACCESSORIES FOR ANY PARTICULAR PURPOSE.”

Seller hereby covenants and warrants to **Buyer** that **Seller** currently is the lawful owner of the Vehicle and has the authority to sell it free and clear from all encumbrances whatsoever. **Seller** does hereby covenant and agree that it shall, at the request of **Buyer** (i) take all necessary actions to give **Buyer** possession of the Vehicle and (ii) execute and deliver such further instruments of conveyance, transfer and assignment as **Buyer** may reasonably request in order to effectively convey and transfer the Vehicle to **Buyer**, to confirm the title thereof to **Buyer**, and to assist **Buyer** in exercising its rights with respect thereto, subject to **Buyers’** payment obligations above.

By executing this document **Buyer** acknowledge to **Seller** that it has taken possession of the Vehicle. **Buyer** further acknowledges that it has the obligation to register the Vehicle with the New Jersey Department of Motor Vehicles, and pay any applicable fees or taxes to New Jersey. Additionally, **Buyer** affirmatively represents that it has obtained liability insurance for the Vehicle and, by taking possession of the Vehicle, represents that **Seller** no longer has a legal or insurable interest in the Vehicle. Accordingly, **Buyer** acknowledges that, having taken possession of the vehicle, it is solely responsible for any liability to third parties with respect to the Vehicle which may occur at or after the time the vehicle entered **Buyer’s** possession.

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale.

TOWNSHIP OF WEST ORANGE

MICHAEL WHITE, CHAIRMAN,
DEPTFORD FIRE DISTRICT NO. 1
BOARD OF FIRE COMMISSIONERS

BY: _____

TITLE:

April 28, 2026

April 28, 2026

232057801 v1

RESOLUTION: EMERGENCY TEMPORARY APPROPRIATIONS

WHEREAS, an emergent condition has arisen in that the Township is expected to enter in contracts, commitments or payments prior to the adoption of the 2026 budget and no adequate provision has been made in the 2026 temporary budget for the aforesaid purposes, and

WHEREAS, N.J.S. 40A:4-20 provides for the creation of an emergency temporary appropriation for said purposes, and

WHEREAS, the total emergency temporary appropriation resolutions in the year 2026 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A. 40A:4-20) including this resolution total \$73,717,555.55.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of West Orange, County of Essex, New Jersey, (not less than two-thirds of all members thereof affirmatively concurring) that in accordance with the provisions of N.J.S.A. 40A:4-20:

1. Emergency temporary appropriations be and the same are hereby made for:

CURRENT FUND:

<u>Account</u>	<u>Account Name</u>	<u>Emergency Temp April Through June 2026</u>
CURRENT FUND		
01-2010-00-1001	MAYOR S&W	20,215.39
01-2010-00-1201	TOWN COUNCIL S&W	15,569.73
01-2010-00-1203	TOWN COUNCIL O/E	12,030.38
01-2010-00-1402	TOWNSHIP LITIGATION O/E	163,025.35
01-2010-00-1501	TOWNSHIP CLERK S&W	68,099.25
01-2010-00-1502	TOWNSHIP CLERK O/E	10,012.31
01-2010-00-1702	LEGAL SERVICES O/E	21,541.15

01-2010-00-1912	BOARD OF ADJUSTMENT O/E	1,267.11
01-2010-00-1922	SUPPORT FOR BOARDS & COMMISSION	18,321.70
01-2010-00-1941	MUNICIPAL COURT S&W	113,271.26
01-2010-00-1942	MUNICIPAL COURT O/E	7,620.04
01-2010-00-1952	PUBLIC DEFENDER OE	4,659.38
01-2010-00-2001	BUSINESS ADMI S&W	80,072.67
01-2010-00-2002	BUSINESS ADMI O/E	37,598.14
01-2010-00-2201	PURCHASING S&W	51,728.78
01-2010-00-2202	PURCHASING O/E	859.69
01-2010-00-2301	INFORMATION TECHNOLOGY S&W	60,000.00
01-2010-00-2302	CENTRAL COPY/PRINT O/E	1,496.25
01-2010-00-2303	TELEPHONE COMMUNICATIONS O/E	78,618.75
01-2010-00-2304	CENTRAL MAILING O/E	21,931.97
01-2010-00-2305	CENTRAL INFORMATION TECHNOLOGY O/E	26,676.30
01-2010-00-2306	CENTRAL IT ONLINE SERVICES O/E	19,427.89
01-2010-00-2307	CENTRAL IT PD SERVICES O/E	92,789.96
01-2010-00-2308	CENTRAL IT FD SERVICES O/E	3,543.75
01-2010-00-2309	CENTRAL IT NON-UNIFORM SERVICES O/E	15,906.57
01-2010-00-2532	CENTRAL INSURANCE - HEALTH	4,464,695.16
01-2010-00-2533	CENTRAL INS - UNEMPLOYMENT	22,312.50
01-2010-00-2534	CENTRAL INSURANCE- LIABILITY	344,252.87
01-2010-00-2535	CENTRAL INS - WORK-COMP	81,900.00
01-2010-00-2801	COLLECTORS OF S&W	79,044.53
01-2010-00-2802	COLLECTORS OF O/E	19,792.93
01-2010-00-2951	COMPTROLLER S&W	116,362.84
01-2010-00-2952	COMPTROLLER O/E	97,860.00
01-2010-00-2953	TREASURER O/E	459.11
01-2010-00-3001	PLANNING & DEV S&W	86,173.50
01-2010-00-3002	PLANNING & DE O/E	1,702.07
01-2010-00-3101	HOUSING CODE S&W	86,173.50
01-2010-00-3102	HOUSING CODE O/E	537.27
01-2010-00-4001	TAX ASSESSOR S&W	77,276.75
01-2010-00-4002	TAX ASSESSOR O/E	29.86
01-2010-00-5001	POLICE S&W	3,861,821.02
01-2010-00-5003	POLICE O/E	45,084.59
01-2010-00-6001	FIRE S&W	3,172,108.92
01-2010-00-6002	FIRE O/E	29,050.68
01-2010-00-6102	UNIFORM FIRE SAFETY O/E	9,997.22
01-2010-00-7001	ENGINEERING S&W	122,702.21
01-2010-00-7002	ENGINEERING O/E	13,560.94
01-2010-00-7101	BUILDING & PROPERTY O/E	254,201.75

01-2010-00-7202	SHADE TREE O/E	82,393.79
01-2010-00-7401	PUBLIC WORKS S&W	792,588.75
01-2010-00-7502	STREET SALT & CHLORIDE O/E	219,245.27
01-2010-00-7503	STREET CLEANING AND DRAINAGE O	16,828.02
01-2010-00-7504	STREET REPAIR O/E	12,260.96
01-2010-00-7505	STREET SERVICE & TRAFFIC O/E	4,331.25
01-2010-00-7506	PARKING FAC MAINT & REPAIR O/E	749.40
01-2010-00-7802	SANITATION O/E	1,694.58
01-2010-00-7803	SEWER & PUMP STATIONS O/E	16,642.50
01-2010-00-7902	CENTRAL AUTOMOTIVE O/E	156,383.23
01-2010-00-8051	GENERAL HEALTH SERVICES S&W	187,291.89
01-2010-00-8052	GENERAL HEALTH SERVICES O/E	8,185.97
01-2010-00-8101	SENIOR BUSING S&W	153,017.03
01-2010-00-8102	SEN CITIZEN TRANS O/E	682.50
01-2010-00-8401	ANIMAL CONTROL S&W	36,516.90
01-2010-00-8402	ANIMAL CONTROL O/E	573.52
01-2010-00-8601	PUBLIC HEALTH NURSING S&W	60,566.02
01-2010-00-8602	PUBLIC HEALTH NURSING O/E	8,929.02
01-2010-00-8761	RETIRED CITIZENS PROGRAM S&W	63,444.68
01-2010-00-8762	RETIRED CITIZENS PROGRAM O/E	7,079.76
01-2010-00-8902	GARBAGE-TRASH DISPOSAL FEE	1,393,600.29
01-2010-00-9002	COMMUNITY SERVICES O/E	25,606.88
01-2010-00-9101	PARKS & PLAYGROUNDS S&W	200,405.81
01-2010-00-9102	PARKS & PLAYGROUNDS O/E	36,832.65
01-2010-00-9302	CELEBRATION OF PUBLIC EVENTS	16,039.41
01-2010-00-9401	CONSTRUCTION S&W	186,960.64
01-2010-00-9402	CONSTRUCTION O/E	6,061.19
01-2010-00-9500	ELECTRICITY O/E	147,825.62
01-2010-00-9501	STREET LIGHTING - IN C O/E	170,612.25
01-2010-00-9502	FUEL O/E	122,062.50
01-2010-00-9504	WATER- O/E	13,904.33
01-2010-00-9505	FIRE HYDRANT SERVICE O/E	190,312.50
01-2010-00-9611	SALARY ADJUSTMENT S&W	6,562.50
01-2010-00-9613	MEDICAL TRANSPORT BILLING SERV	39,375.00
01-2010-00-9902	PERS O/E	776,315.00
01-2010-00-9903	FICA O/E	329,257.33
01-2010-00-9905	P&F RET SYSTEM O/E	4,879,751.65
01-2010-00-9907	DEFINED CONTRIBUTION RET. O/E	9,187.50
01-2010-00-9908	457 CONTRIBUTION PLAN	114,580.33
01-2010-02-1006	JOINT OUTLET SEWER M O/E	1,007,776.09
01-2010-02-1007	MAINT.FREE PUBLIC LIBRARY O/E	2,344,272.91

TOTAL TEMPORARY BUDGET - CURRENT FUND 27,780,091.32

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

**Susan Scarpa,
Council President**

Adopted: April 28, 2026



Project No. _____

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made and entered on **September 22, 2025**, by and between **STV Incorporated, a New York corporation** ("STV"), and **West Orange Township** ("Client"). STV and Client are sometimes referred to individually as a "**Party**" and together as the "**Parties**".

Client desires to retain STV to render certain professional services relating to Client's Gregory Avenue and Lowell Avenue Safe Routes to School ("**Project**"). STV is willing to render such services in accordance with the terms and conditions of this Agreement. In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

ARTICLE 1 – SERVICES OF STV

1.1 STV agrees to perform the professional services described in detail in **Exhibit A**, attached and incorporated herein by reference ("**Services**"). The schedule for performance of the Services will be as set forth in **Exhibit A**. If required for the Services, STV will secure and maintain the licenses, professional registrations, permits, and other authorizations necessary for STV to perform the Services. It is expressly understood that Client is responsible for all other permits, licenses, authorizations, and bonds, including related fees and any administrative fees or any taxes, required by any federal, state, or local government law.

1.2 STV will perform the Services in accordance with the level of care, diligence, skill, and judgment that is ordinarily exercised by recognized professionals in its field with respect to services of a similar nature under the same or similar circumstances ("**Standard of Care**"). Estimates of cost, approvals, recommendations, opinions, and decisions by STV are made on the basis of STV's experience, qualifications and professional judgment and are not to be construed as warranties or guarantees. Consistent with the Standard of Care, the Services will conform to applicable laws, ordinances, codes, rules, regulations, and other legal requirements at the time Services are rendered.

1.3 STV will not be required to sign any documents, no matter by whom requested, that would result in STV having to certify, guarantee, or warrant the existence of conditions whose existence STV cannot ascertain. Any certification provided by STV will be so provided based on STV's knowledge, information, and belief subject to and consistent with the Standard of Care. Client will compensate STV for any work necessary to verify project compliance with regulatory standards for purposes of such certification(s).

1.4 If STV provides opinions of probable construction cost pursuant to this Agreement, such opinions are to be made on the basis of STV's experience and qualifications and, consistent with the Standard of Care, represent STV's judgment as a professional generally familiar with the industry. However, since STV has no control over the cost of labor, materials, equipment, or services furnished by others, or over the methods of determining prices, or over competitive bidding or market conditions, STV cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by STV.

1.5 If applicable to STV's Services, during the construction phase of the Project, STV will not supervise, direct, or have control over a contractor's work, nor will STV have authority over or



Project No. _____

responsibility for the means, methods, techniques, sequences, or procedures of construction selected by a contractor, for safety precautions and programs incident to a contractor's work in progress, nor for any failure of a contractor to comply with laws and regulations applicable to a contractor's furnishing and performance of the work. STV neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the applicable requirements. STV will not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except STV's own employees and subconsultants) at the Project site or otherwise furnishing or performing any work.

1.6 Immediately upon execution of this Agreement, Client will provide available information to STV regarding the requirements for the Project. STV is entitled to rely on the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client pursuant to this Agreement. When requested by STV, Client will arrange access to and make provisions for STV to enter upon public and private property as required for STV to perform Services under this Agreement. Upon the request of STV, Client will designate a representative authorized to act on its behalf with respect to the Project. Client, or such authorized representative, will render decisions in a timely manner pertaining to documents submitted by STV in order to avoid unreasonable delay in the orderly and sequential progress of the Services.

1.7 Client may request changes to the scope of Services such as additions, deletions, or revisions (in any case, a "**Change**"). Any Change must be agreed to by the Parties in writing. If STV anticipates that a Change or any other Project event will affect STV's compensation or schedule or will cause STV to perform work outside the scope of Services ("**Additional Services**"), STV will notify Client so that an equitable adjustment(s) to compensation and/or schedule be made through a written document reflecting such adjustment(s) and executed by both Parties ("**Change Order**"). Notwithstanding anything to the contrary, STV is under no obligation to comply with a Change or perform any Additional Services without a Change Order and STV will not be in default for refusal to proceed with a Change or Additional Services.

ARTICLE 2 – COMPENSATION, INVOICING, AND PAYMENT

2.1 Client will pay STV for all Services as set forth in **Exhibit B ("Compensation Schedule")**. Client is alone responsible for payment to STV under this Agreement and such duty to pay STV will not be subject to any third-party agreement.

2.2 STV will submit invoices for Services performed, prepared on the basis of STV's monthly progress reports specifying the Services completed during the preceding month. Client will pay STV within thirty (30) days of invoice submission. Time is of the essence in payment of STV's invoices, and timely payment is a material part of the consideration of this Agreement. Unpaid balances are subject to an additional charge of one and three quarters (1.75) percent per month from the date of the invoice.

2.3 STV may, after giving seven (7) days written notice to Client, suspend Services without liability until Client has paid in full all amounts due STV. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for Services is current. If STV is performing services for Client under multiple projects, invoice payments must be kept current on all



Project No. _____

projects for Services hereunder to continue. Client acknowledges STV's right to suspend Services and withhold plans and documents, as provided above, if payments are not current on all projects. If Services are suspended for thirty (30) days or longer, upon resuming Services, STV will be entitled to expenses incurred in the interruption and resumption of the Services. If Services are suspended for ninety (90) days or longer, STV will be entitled to reimbursement of all expenses incurred during the interruption and resumption of its Services and fees for remaining Services will be equitably adjusted. Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for Services rendered, STV will be entitled to full reimbursement of all such costs, including reasonable attorneys' fees and costs.

ARTICLE 3 – SUSPENSION AND TERMINATION

3.1 Suspension. Client may require STV to suspend, delay, or interrupt all or part of the Services called for by this Agreement upon written notice. Upon receipt of such notice, STV will suspend the Services as directed by Client until such time as Client issues written direction to resume the performance of the Services. If Services are suspended for ninety (90) days or longer, STV will be entitled to reimbursement of all expenses incurred as a result of the interruption and resumption of the Services and an equitable adjustment to the compensation for the remaining Services.

3.2 Termination. Either Party may terminate this Agreement in whole or in part for convenience upon thirty (30) days written notice. Either Party may terminate this Agreement upon the other Party's material breach of this Agreement, provided that: (a) the nonbreaching Party sends written notice to the breaching Party describing the breach in reasonable detail; and (b) the breaching Party does not cure the breach within thirty (30) days following its receipt of such written notice.

3.3 In the event of any termination, Client will compensate STV for Services performed as of the effective date of termination. Termination of this Agreement for any reason whatsoever will not affect any right or obligation of any Party which is accrued or vested prior to such termination, and any provisions of this Agreement relating to any such right or obligation will be deemed to survive the expiration or earlier termination of this Agreement.

ARTICLE 4 – INDEMNITY, LIABILITY, AND INSURANCE

4.1 Indemnity. To the fullest extent permitted by law, STV and Client agree to indemnify and hold harmless each other and their respective officers and employees from and against all claims, damages, losses, litigation, and expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, or omissions of the indemnifying Party, its employees, or subcontractors.

4.2 Waiver of Consequential Damages. Notwithstanding any other provisions of this Agreement and to the fullest extent permitted by law, neither Party will be liable to the other Party for any incidental, special, indirect, or other consequential damages incurred, regardless of the nature of the fault or whether it was committed by STV or Client, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, liability for loss of use, loss of profits, loss of production, or business interruption, however the same may be caused.

4.3 Limitation of Liability. To the fullest extent permitted by law, Client agrees that STV's total aggregate liability to Client and any persons or entities claiming by, through, or under Client, for any



Project No. _____

and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project, the Services, or this Agreement from any cause or causes including, without limitation, STV's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract, or breach of warranty will not exceed Fifty Thousand Dollars (\$50,000.00) or STV's compensation hereunder, whichever is greater.

4.4 Insurance. STV will carry the following insurance during the term of this Agreement: (i) Worker's Compensation and Employer's Liability Insurance in compliance with statutory limits; (ii) Professional Liability Insurance with limits of One Million Dollars (\$1,000,000) per claim and in the aggregate; (iii) Automobile Liability Insurance with limits of One Million Dollars (\$1,000,000) combined single limit for all motor vehicles owned, rented, or used by STV; and (iv) Comprehensive General Liability, Bodily Injury, and Property Damage Insurance with combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. STV will provide certificates of insurance to Client upon request.

ARTICLE 5 – WORK PRODUCT AND CONFIDENTIALITY

5.1 Ownership of Work Product. All data, calculations, drawings, plans, specifications, designs, models, surveys, maps, reports, studies, analyses, working papers, schedules, estimates, minutes, field notes, manuals, training and presentation materials, electronic files, templates, procedures, scripts, links, source code, software, summaries, and other compilations of information, materials and documents prepared, developed, or accumulated by STV under this Agreement for the Project ("**Work Product**") are instruments of service with respect to the Project and will be and will remain the property of STV. Subject to the terms and conditions of this Agreement, STV grants Client a royalty-free, non-exclusive license to use the Work Product in connection with the Project. The Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by STV for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to STV; and Client agrees to release, defend, indemnify, and hold harmless STV from all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle STV to additional compensation at rates to be agreed upon by STV and Client or the third person or entity seeking to reuse the Work Product. If any information hereunder is provided in electronic format, Client recognizes that such information recorded on or transmitted as electronic media, including CADD or BIM documents ("**Electronic Documents**") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alternation. Accordingly, the Electronic Documents are provided to Client for informational purpose only and not as record documents.

5.2 Confidentiality. In connection with the performance of this Agreement, STV and Client may disclose to each other secret or confidential information consisting of unpublished technical or other data in which STV, Client, or other parties have proprietary rights, patentable as well as unpatentable. All of this information will be considered confidential information of the disclosing Party. The receiving Party will not, except as specifically authorized in writing by the disclosing Party, disclose to any party any technical, confidential, or secret information of whatever kind or nature, so long as, and to the extent that, such information remains unpublished. This obligation will not apply to information which the receiving Party can demonstrate was in the possession or known to it prior to the date of such



Project No. _____

disclosure as demonstrated by its records. Nor should this obligation apply to information has been properly and lawfully made available to the receiving Party from third parties who are under no obligation to maintain the confidential nature of this information. The receiving Party will make no copies of any prints or other documents supplied by the disclosing Party, unless expressly authorized or directed to do so.

ARTICLE 6 – GENERAL

6.1 Disputes. STV and Client agree to negotiate in good faith to resolve any disputes or differences arising under this Agreement. Any dispute that cannot be resolved by negotiation will be submitted to mediation conducted in accordance with the current Construction Rules and Mediation Procedures of the American Arbitration Association or such other form of non-binding Alternative Dispute Resolution (ADR) as the Parties may mutually agree. In the event the dispute resolution procedures as described above do not resolve any disagreement among the Parties and any Party elects to institute legal proceedings, the forum for any such action relating to this Agreement will be in the federal or state courts where the Project is located. This Agreement is to be governed by the laws of the state or jurisdiction in which the Project is located. Except to the extent that this Agreement expressly permits a Party to suspend performance, the Parties will each proceed diligently and faithfully with performance of their respective obligations under this Agreement pending a final resolution of a dispute and failure to so proceed will be considered a default under the terms of this Agreement.

6.2 Independent Contractor. STV is an independent contractor responsible for the means and methods used in performing the Services. STV's employees, agents, and representatives will not be considered under this Agreement or otherwise as having a status as an employee of Client.

6.3 Force Majeure. Neither Party will be responsible for delays attributable to acts of God, acts of third parties, intervention of public authorities, weather, work stoppages, changes in applicable laws or regulations after the date of commencement of performance hereunder, and any other acts or omissions or events which are beyond the reasonable control of a Party. Compensation, costs, schedule commitments, and time for performance will be adjusted for delays caused under this section.

6.4 Notices. For purposes of this Agreement, all notices and other communications provided for herein must be in writing, addressed as provided hereinafter to the party to whom the notice is given, and must be either: (i) delivered personally; (ii) sent by United States certified mail, postage prepaid, return receipt requested; (iii) placed in the custody of a nationally recognized carrier to be delivered overnight; or (iv) delivered via email (provided that the email originates from a valid business email address registered to the Party giving notice or its representative). Notice is deemed given: (i) upon receipt if delivered personally, (ii) forty-eight (48) hours after deposit if sent by certified mail, (iii) twenty-four (24) hours after deposit if sent overnight by a nationally recognized carrier, or (iv) upon receipt if delivered via email during normal business hours or the following business day if received after business hours. The contact information of the Parties for all purposes under this Agreement and for all notices hereunder will be the information listed on the signature page below.



Project No. _____

6.5 Survival of Provisions. Termination of this Agreement for any reason whatsoever will not affect any right or obligation of any party which is accrued or vested prior to such termination, and any provision of this Agreement relating to any such right or obligation will be deemed to survive the termination of this Agreement. The indemnity, limitation of liability, representations, warranties, covenants, guarantees, confidentiality obligations, insurance requirements, and intellectual property rights provisions set forth herein will survive termination or expiration of this Agreement, in addition to any other provisions which by their nature should, or by their express terms do, survive or extend beyond termination or expiration of this Agreement.

6.6 Third Parties. Nothing contained in this Agreement creates a contractual relationship with, or a cause of action in favor of, a third party against either STV or Client. STV's Services under this Agreement are being performed on behalf of and solely for the benefit and exclusive use of Client for the limited purposes of this Agreement, and no person or other entity will have any claim against STV because of this Agreement. In addition, nothing herein will be construed as creating a contractual relationship between Client and any STV employee, representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the Services rendered by STV, Client will only seek recourse against STV and hereby expressly waives any and all right to pursue a claim against STV's individual officers, directors, or employees.

6.7 Assignment. This Agreement will bind the partners, heirs, executors, administrators, successors, permitted assigns, and legal representatives of the Parties. Client will not sell, assign, sublet, or otherwise transfer any rights under or interest in this Agreement without the prior written consent of STV. STV reserves the right to assign this Agreement to its affiliates, subsidiaries, or successors as necessary in order to effectively carry out and complete the Services specified by this Agreement.

6.8 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision will be revised to give it the maximum effect allowed by law, or, if a revision is not possible, will be fully severable, and this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect.

6.9 Headings and Construction. All section headings herein are for convenience of reference only and are not part of this Agreement, and no construction or inference will be derived therefrom. Each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits.

6.10 No Waiver. No waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver.

6.11 Counterparts. This Agreement may be executed in counter-part originals and/or by electronic means, with each Party cooperating to provide the other with an original executed version.

6.12 Entire Agreement. The exhibit(s) to this Agreement are incorporated by reference into, attached to, and made a part of this Agreement. This Agreement, together with all exhibits attached, constitutes the entire Agreement between the Parties relating to the transaction described herein and



Project No. _____

supersedes any and all prior oral or written understandings. No amendment or modification to this Agreement will be effective unless it is in writing and signed by authorized representatives of both Parties.

----- Signature Page Follows -----



Project No. _____

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have made and executed this Agreement that is effective as of the date first above written.

STV Incorporated 997 Lenox Drive, Suite 102 Lawrenceville, NJ 08648-2317 Attention: Iris Giboyeaux Email: Iris.Giboyeaux@stvinc.com By: _____ Name: _____ Title: _____	Township of West Orange 25 Lakeside Avenue West Orange, NJ 07052 Attention: Zayibeth Carballo Email: zcarballo@westorange.org By: _____ Name: _____ Title: _____
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Project No. _____

**EXHIBIT A
SCOPE OF SERVICES**

[to be inserted]

Gregory Avenue and Lowell Avenue Safe Routes to School

TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NJ

Technical and Price Proposal

Prepared For:

Township of West Orange
66 Main Street
West Orange, New Jersey 07052



Prepared By:

STV Incorporated
997 Lenox Drive, Suite 102
Lawrenceville, NJ 08648

October 2025

TECHNICAL PROPOSAL

Table of Contents

Page

Contents

I. Project Description.....	1
Scope of Services	2
A. PRELIMINARY ENGINEERING PROJECT MANAGEMENT & CONTROLS.....	2
1. PROJECT MANAGEMENT	2
2. EXECUTE PE PUBLIC INVOLVEMENT ACTION PLAN (PIAP) (3874).....	2
3. QUALITY ASSURANCE / QUALITY CONTROL	3
4. INITIATE PRELIMINARY ENGINEERING (3005)	3
B. PRELIMINARY ENGINEERING	3
1. SURVEY	3
2. GEOMETRICS AND ROADWAY	4
3. TRAFFIC.....	5
4. DRAINAGE / H&H / SWM.....	5
5. STRUCTURES.....	6
6. GEOTECHNICAL ENGINEERING	6
7. RIGHT OF WAY (ROW) AND EASEMENTS	7
8. ACCESS.....	8
9. UTILITIES	8
10. PRE-CONSTRUCTION.....	10
11. ENVIRONMENTAL.....	10
C. FINAL DESIGN PROJECT MANAGEMENT & CONTROLS.....	11
1. PROJECT MANAGEMENT	11
2. EXECUTE FD PUBLIC INVOLVEMENT ACTION PLAN (PIAP) (4795)	11
3. QUALITY ASSURANCE / QUALITY CONTROL	11
4. INITIATE FINAL DESIGN (4010)	12
D. FINAL DESIGN	12
1. GEOMETRICS AND ROADWAY	12
2. TRAFFIC.....	13
3. DRAINAGE / HYDROLOGY & HYDRAULICS / STORMWATER MANAGEMENT	13
4. STRUCTURES.....	13
5. GEOTECHNICAL ENGINEERING	13
6. RIGHT OF WAY AND EASEMENTS	15
7. ACCESS.....	15
8. UTILITIES	15
9. PRE-CONSTRUCTION.....	16
10. ENVIRONMENTAL.....	16
11. Landscape.....	17
12. REPORTS AND SUBMISSIONS.....	17

	E. CONSTRUCTION ENGINEERING SERVICES PROJECT MANAGEMENT	18
1.	PROJECT MANAGEMENT	18
	F. CONSTRUCTION SUPPORT SERVICES.....	18
1.	ADVERTISEMENT AND BIDS	18
2.	CONTRACT AWARD.....	18
3.	CONSTRUCTION	19
4.	CLOSE OUT	20

III. Price Proposal

IV. Subconsultant Scopes of Work and Cost Proposals

I. Project Description

The Township of West Orange Gregory Avenue and Lowell Avenue Safe Routes to School project is a pedestrian safety improvement project that will enhance public safety, ADA accessibility, modes of transportation, and the quality of life within the Gregory Elementary School Area of West Orange. The project is a grassroots effort developed from resident input, with strong community support. Parents emphasize the need for these improvements, as children currently face hazardous conditions when walking to and from Gregory Elementary School.

The proposed improvements include installing sidewalks, replacing/reconstructing existing sidewalks in poor condition, installing ADA compliant curb ramps with detectable warning surfaces, high visibility crosswalks, pedestrian flashing beacons, and LED flashing stop signs. The proposed sidewalk will be constructed along the west side of Gregory Avenue from Lawrence Avenue to Helen Avenue and along the east side of Lowell Avenue from Lawrence Avenue to Helen Avenue. The existing sidewalk will be reconstructed along the west side of Gregory Avenue from Helen Avenue to Walker Road and along the east side of Lowell Avenue from Helen Avenue to Walker Road. Pedestrian flashing beacons and LED flashing stop signs will be installed on both roads at the Helen Avenue and Lawrence Avenue intersections.

The project will establish a safer, calmer route that encourages and accommodates a greater number of students walking to and from school. Coupled with infrastructure upgrades and an education and awareness campaign, West Orange will create a safer walking environment for students while also increasing awareness among motorists.

The activities/tasks described herein are to perform the Preliminary Engineering and Final Design services, and ultimately, to prepare the contract bid documents and perform construction services for the construction of the aforementioned improvements.

Scope of Services

A. PRELIMINARY ENGINEERING PROJECT MANAGEMENT & CONTROLS

1. PROJECT MANAGEMENT

STV will maintain open communications with the designated person in responsible charge (RC) of this West Orange project and team, including but not limited to the Township Engineer and Assistant Township Engineer, to effectively develop a conceptual safety improvement plan and perform preliminary engineering in an expeditious manner. We will prepare monthly invoices, progress reports, and schedule updates. It is anticipated that the project duration will be an estimated 10 months. This scope shall include any and all equipment, material, licensing, insurance, personnel and training as necessary to complete said scope in both a safe and timely manner. STV personnel and subconsultants will be fully trained, attentive, and responsible for their own safety as well as the safety of others in their group. They will also be provided with appropriate personal protective equipment and safety measures as needed.

2. EXECUTE PE PUBLIC INVOLVEMENT ACTION PLAN (PIAP) (3874)

STV will follow a PE Public Involvement Action Plan (PIAP) which includes, at minimum, creating a database of known stakeholders, hold meetings with local officials, citizens groups and other stakeholders impacted by the proposed project. Stakeholders for this project will include but are not limited to: the school district, local residents, Township of West Orange, Essex County, local police, and fire and emergency service providers.

a. Coordination Meetings

STV personnel will be available to attend coordination/status meetings with the RC and team throughout the design phase. STV will prepare for and attend coordination/status meetings and will prepare meeting summaries documenting within 1 week of each meeting, which will be distributed to the RC and team. Additional coordination meetings include Local Officials Briefings and Stakeholder Meetings. STV will identify critical stakeholders and coordinate with those stakeholders, RC and team. STV will coordinate the timing of stakeholder meetings with seasonal schedules.

STV will assist and coordinate with the RC and team in identifying pertinent project stakeholders and property owners. This task will be a high priority through the development of the design, STV will coordinate with these entities by having discussions with them regarding the improvements within the vicinity of their properties and any short-term and long-term impacts that may exist either during the construction and/or in the final (post construction) condition. The intention is to obtain early “buy-in” from all entities to achieve a successful and timely delivery of the project. This will include, but not be limited to, obtaining right-of-entry agreements, temporary construction easements, permanent easements, etc., as necessary.

b. Stakeholder Meetings

STV will prepare for and attend two (2) stakeholder meetings to coordinate with locals on project details, schedule and design modifications that impact their property/businesses (access impacts and ROW impacts).

c. Public Information Center (3865)

STV will effectively coordinate with the RC and team to develop a Public Information Center (PIC) to inform and receive input from local residents and business owners. STV will prepare public information plan displays and a project website (assuming that the PIC will be offered both virtually and in-person), including a power point presentation, and concept plan(s). The STV team (including subconsultants if needed) will attend the PIC. STV will also prepare and mail PIC invitations, prepare comment forms and

record incoming comments and provide responses to comments.

3. QUALITY ASSURANCE / QUALITY CONTROL

A project specific Quality Assurance & Quality Control (QA/QC) plan will be implemented for this project through the following tasks:

- Adherence to our Corporate Quality Assurance Plan (CQAP) and Project Specific QA/QC Plan
- Assignment of appropriate staff for completion of the various tasks and quality reviews
- Bi-weekly internal project status meetings

The QA/QC team has the ability to work independently of the STV production/design team, so that quality control documents and other deliverables are of high quality. The QA/QC team will initially consult with the production/design team to establish major milestone reviews and will only participate during the QA/QC reviews to ensure they are examining the project objectively and following through on comments made by any reviewers. Subconsultants will be required to comply with STV's Plan and submit their own QA/QC plan for inclusion in STV's Plan. STV will maintain close coordination with subconsultants and will conduct periodic visits to monitor progress of their work to ensure compatibility with our work and compliance with assignment needs, scope, schedule, and budget.

Internal project-specific reviews will be conducted and documented using STV's own standard checklists for all submissions, in full compliance with NJDOT and federal standards and/or regulations.

4. INITIATE PRELIMINARY ENGINEERING (3005)

STV attend the kickoff meeting with the RC and team to discuss the scope of work of the project. STV will prepare the Meeting Minutes documenting the kickoff meeting.

B. PRELIMINARY ENGINEERING

1. SURVEY

a. Conduct Boundary and Topographic Survey (3020) (AmerCom)

STV will develop base mapping which will include the utilization of As-Built plans, MrSID aeriels, and best available LiDAR or digital elevation model (DEM). This mapping will supplement the survey and may be utilized in presentation displays and materials. This level mapping will be used to determine the location of the proposed curbline such that ADA standards are adhered to with respect to sidewalk widths. This will also enable the project to be advanced while the comprehensive project survey is being developed.

The preliminary engineering and final design will require topographic survey and mapping within the project area at the Gregory Elementary School neighborhood including the intersections of Lowell Avenue and Gregory Avenue with Lawrence Avenue, Helen Avenue, and Walker Road. This task will be conducted by STV's subconsultant, AmerCom Corporation (AmerCom). For this task, STV will coordinate with AmerCom to determine the right-of-way (ROW) limits relative to existing improvements along the corridor, alignment of the existing curb-line, and cartway within the roadway, any and all encroachments, obstructions, abutting buildings and other items of concern or interest to full access the adequacy of the design needs and plan coverage. AmerCom's Technical and Price proposals are provided with this proposal and are incorporated as part of this overall proposal. All work will be in accordance with the standards set forth in the Laws of the State of New Jersey Statutory Reference NJSA 45:8-28(e) and more specifically, the administrative rules and regulations promulgated by the State Board of Professional Engineers and Land Surveyors and contained in N.J.A.C. 13:40-5.1. Roadway cross-sections will be surveyed at 50-foot intervals, centerline intersections, changes of course, and any other critical locations, and will include

pavement centerline, pavement gutters (or bottom of curb - as applicable), top of curb or edge of pavement (as applicable), ground at approx. right-of-way line, ground at point 10 feet outside of right-of-way. Additionally, elevations will be obtained at each driveway opening (at the gutter and at the right-of-way line), and to 25 feet beyond each intersection at cross streets. Visible physical features will be located within the right-of-way of the roads, including pavement limits, curbing (top and bottom of curb), sidewalks, walls (top and bottom), fences, driveways, signs, striping, utility poles, trees, fire hydrants, walkways, steps, etc. Visible and accessible sanitary and drainage structures (including inverts and pipe sizes) within the survey limits as described above will be surveyed and shown on the plan. The topographical mapping will depict spot elevations and contours at a one-foot contour intervals. Vertical data will be tied into National Geodetic Survey Control and will be relative to NAVD 1988. The topographic survey will be tied to NAD 1983. The locations of underground utilities, as identified by subsurface utility engineering (SUE), will be identified, surveyed, and incorporated on the base plans.

b. Prepare Survey Control Report (3015) (AmerCom)

This task will be conducted by STV's subconsultant, AmerCom. AmerCom will establish primary and photogrammetry control and prepare the Survey Control Report. STV will review the report.

c. Prepare Base Maps (3025) (AmerCom)

This task will be conducted by STV's subconsultant, AmerCom. Base maps will be developed depicting in detail the required existing topography. The base maps will also include the baseline information, existing contours and existing right of way deed/title search results. The deed and title searches will be completed as needed to fully execute the project. STV will be responsible to review the base mapping for accuracy and conformance.

STV will visit the site to verify and evaluate the existing conditions along the study corridor. The corridor will also be evaluated for compliance with the latest ADA standards and requirements at various existing ADA facility types. Existing ramps, sidewalks, pedestrian facilities, crosswalks, obstructions, etc. will be evaluated per the ADA criteria, and locations where facilities are non-existent will be noted. There are six (6) unsignalized intersections and one (1) signalized intersection which will require ADA assessment.

Please see attached AmerCom's scope of work and cost estimate.

2. GEOMETRICS AND ROADWAY

a. Prepare Horizontal and Vertical Geometry (3030)

STV will develop the project geometry based on the desired vision for the project, pedestrian and bicyclist safety concerns, and the approved elements of the grant application. The design will entail replacing/improving the curb and sidewalks, installing ADA compliant ramps with detectable warning surfaces, pavement markings such as high visibility crosswalks, pedestrian flashing beacons, LED flashing stop signs, signage, and associated improvements. Preliminary design of the curb ramps is necessary throughout the corridor as the ROW is constrained and will be impacted by the installation of compliant ramps or sidewalk. There are six (6) unsignalized intersections and one (1) signalized intersection within the project limits.

The proposed geometry will be tied to the existing base map and designed according to NJDOT and AASHTO criteria. The calculated geometry combined with final roadway section, ADA facilities, and grading are necessary to determine right of way, utility, and environmental impacts.

b. Prepare Preliminary Roadway Plans (3070)

The preliminary roadway drawings will be prepared to a level of detail required to clearly indicate resulting impacts, including any ROW, private property, cartway, crosswalk, curb alignment, sidewalk, ADA ramps, driveways, and associated impacts. In addition to the horizontal and vertical geometry, the preliminary roadway plans will include sidewalk, curbing, ramps, driveways, hydrants, utility poles, lights, trees, street features, grading, existing drainage and stormwater management facilities, traffic engineering facility locations, right of way and private property impacts.

As part of the Preliminary Roadway Plan development, the development of alternate critical cross-sections to depict potential roadway design elements such as lane, shoulder, and border widths, and cross slopes will be performed. These sections will show and provide dimensions for roadside details such as sidewalk, ADA ramps, sidewalk enhancements, cut and fill slopes, ROW line, roadway width, and associated improvements. They will be used to identify and quantify impacts. The full set of preliminary plans that will be drafted under this task may include the following:

Roadway:

- Key Sheet (1 Sheet)
- Construction Plan Legend (1 Sheet)
- Estimate-Distribution of Quantities (1 Sheet)
- Construction Plans (4 Sheets)
- Curb ramp layout details (5 Sheets)
- Typical Sections (2 Sheets)
- Preliminary Signing and Striping Plans (4 Sheets)
- Soil Erosion and Sediment Control Plans (4 Sheets)
- Pedestrian Flashing Beacon Plan (4 Sheets)
- Preliminary Staging/Maintenance and Protection of Traffic/Detour Plans (8 Sheets)
- Tie Sheets (2 Sheets)
- Construction Details (10 Sheets)
- Electrical Details (2 Sheets)

Other:

- Utility Relocation Plans (4 Sheets)

3. TRAFFIC

a. Determine Traffic Engineering Facility Locations (3090)

STV will establish the pedestrian flashing beacon location layout. STV will prepare conceptual level plans for the layout of lighting design, signs, regulatory traffic control devices and flashing beacon design to determine any associated right-of-way or easement needs. STV will also identify and resolve any potential underground or aerial utility conflicts.

STV will coordinate with the municipality and investigate converting Lowell Avenue to a one-way street to enable the sidewalk to be built completely within the existing cartway.

4. DRAINAGE / H&H / SWM

a. Prepare Preliminary Drainage Design (3085)

There are limited drainage structures within the project limits. The existing inlets conditions will be evaluated. Bicycle safe grates and curb pieces will be installed at all substandard inlets within the project

limits. No hydraulic modeling is anticipated. Drainage design and improvements are not anticipated. STV will investigate alternatives to avoid triggering the NJDEP SWM Rules by reducing cartway widths such that new sidewalk (impervious area) is offset by the removal of existing roadway pavement area. Additionally, STV will investigate using porous concrete sidewalk to minimize added impervious surface area. This proposal does not include SWM analysis. If deemed a major development, supplemental services will be required.

Obtain Maps for Storm Water Management Rules Compliance

STV will obtain soil survey maps from the NRCS and Land Use maps from NJDEP for the study area, and a USGS Digital Elevation Model. All maps will be geo-referenced to the state plane coordinate system to delineate the drainage areas and compute the hydrologic parameters.

Prepare Drainage Area Maps

STV will produce drainage area maps for the study area. STV will delineate the watershed boundaries that contribute storm-water runoff to the project site. The drainage area boundaries will be field verified, and any additional drainage features identified that may alter the hydrologic characteristic of the watershed will be added.

Perform Preliminary Storm Water Management (SWM) Analysis

As previously mentioned, if the project exceeds the thresholds for triggering the NJDEP SWM Rules. STV will prepare calculations to determine the required water treatment and TSS percentage removal as well as water quantity volume. STV will analyze and design the SWM for flood control in accordance with NJDEP rules.

Finding suitable locations for SWM BMPs will be conducted under this task. Using the soil test pits and lab analysis, any proposed basins will be designed in accordance with the BMP Manual.

b. Prepare Detailed Hydrologic and Hydraulic (H&H) Analysis (3038)

H&H analysis is not anticipated for this project. There are no hours associated with this activity.

5. STRUCTURES

There are no existing structures impacted with the project limits. Retaining walls will be investigated to minimize impacts to the properties adjacent to the proposed sidewalk. Three retaining walls are proposed within the project limits:

- Lowell Avenue Retaining Wall, Lawrence Avenue to Helen Avenue
- Lowell Avenue Retaining Wall, North of Helen Avenue
- Gregory Avenue Retaining Wall

a. Prepare Structural Design Recommendation Summary (3100)

STV will prepare a structural design recommendation summary that documents the existing conditions, design parameters and criteria, structure alternatives development, structural selection process, recommended structure and aesthetic treatments, MPT and staging, and other essential criteria required for the proper selection of the recommended structural elements. In addition, impacts to utility, right of way and environmentally sensitive features will also be documented in the Structural Design Recommendation Summary.

6. GEOTECHNICAL ENGINEERING

Based on the conceptual design per the grant application, the West Orange improvements include three retaining walls and one stormwater management best management practice (BMP) site:

- Stormwater Lowell Avenue Retaining Wall, Lawrence Avenue to Helen Avenue
- Lowell Avenue Retaining Wall, North of Helen Avenue
- Gregory Avenue Retaining Wall
- Stormwater Management BMP

To facilitate the new sidewalk, the Lowell Avenue retaining walls between Lawrence Ave to Helen Ave and north of Helen Avenue require fill to be placed toward private residences. As a result, borings are expected to be required to assess wall stability, potential settlement, and the potential imposed lateral pressures on the adjacent structures. Lightweight fill may be considered to mitigate potential settlement and potential risk to adjacent structures.

The retaining wall at Gregory Avenue appears to be less than three (3) feet for the entire length of the wall. As a result, STV does not anticipate the need for borings along the full length of the wall as the final wall is assumed to be a landscaping wall where a regraded slope at 2H:1V or flatter is not possible.

a. Develop Subsurface Exploration Program (3096)

STV will review available existing geotechnical and geologic information and prepare recommendations for the subsurface investigation program based on the finalized limits and cross sections of the retaining walls and BMP. STV will prepare and submit a Subsurface Exploration Plan to the NJDOT Geotechnical and Engineering Geology SMEs for review and approval during the PE phase. STV assumes that a Preliminary Geotechnical Engineering Report will not be required.

b. Review & Approve Subsurface Exploration Plan (3098)

STV will address review comments and update the subsurface exploration program and bid documents.

7. RIGHT OF WAY (ROW) AND EASEMENTS

Although ROW acquisition is not anticipated, it is estimated that there will be numerous temporary construction easements, as well as some permanent easements, required to execute the proposed improvements. It is not anticipated that there will be any right-of-way acquisitions. However, a full comprehensive evaluation will be performed as part of the preliminary survey and engineering related design services previously noted, to reveal all possibilities of impact. Consideration will be given to minimize impacts to the greatest extent possible as part of the preliminary engineering design, including but not limited to the feasibility of reducing the widths of the cartway or driving lanes, originally proposed sidewalks, the realignment of the existing curb-lines and various other means.

a. Conduct Initial Title Search (3028)

STV's subconsultant Amercom will be responsible for conducting the title searches for affected parcels. STV will review the deed/title searches. It is assumed there will be fifteen (15) properties.

b. Prepare & Submit ROW Impact Matrix & ROW Impact Plans Submission (3110)

This task entails the preparation of the ROW/Easement Impact Plan (Preliminary General Property Parcel Maps (GPPMs)) to accurately depict all ROW/Easement and private property impacts required for the proposed improvements and the ROW Impact Matrix. The plan will indicate the block and lot numbers along with the owner's names, the acquisition area and/or permanent and temporary easement areas that will be required for each parcel. STV, RC, and Township will coordinate with property owners on impacts

to their property. It is assumed there will be eight (8) impacted properties.

c. Prepare & Submit ROW Plans and Documents (3122)

If necessary, STV will prepare the GPPMs, parcel descriptions, and Individual Parcel Maps (IPM) for each property. The Township will be responsible for acquiring the easements if agreements with the property owners are unattainable. STV will coordinate with the Township and provide details and information to a real estate brokerage firm.

Right of Way/Easement Documents:

- General Property Parcel Maps (4 Sheets)
- Individual Property Maps (8 Sheets)
- Easement Metes and Bounds descriptions and exhibit map (5 Sheets)
- Temporary Easement Metes and Bounds descriptions and exhibit map (10 Sheets)

d. Prepare Initial ROW/Easement Estimate (3125)

STV will develop a ROW/Easement Cost estimate.

8. ACCESS

There are eight driveways within the project limits which are anticipated to be affected by the proposed improvements. The access points will be evaluated for ADA compliance with the current ADA Standards for Accessible Design, Standards for Public Accommodations and Commercial Facilities (Title III), current Public Rights-of-Way Access Advisory Committee guideline (PROWAG) and the NJDOT State Highway Access Management Code as a guide for this evaluation. Driveway adjustments and modifications are anticipated.

a. Prepare & Submit Project Access Plan and Access Impact Summary (3105)

STV will review and analyze the existing driveways within the project limits and verify the owners of record and existing topographic features for each impacted property. We will verify the types of access alterations identified for each property. We will confirm the use and operation of the property via field observations. STV will identify each driveway within the project area and any proposed alterations of each property's access.

b. Administer Access Alterations (3048)

STV, RC and the Township will discuss any proposed/desired access alterations with the impacted property owners. Proposed improvements will be based on the desire to better control access and ADA compliance within the project limits to make for a safer environment for all users. If required, STV will prepare a notification letter along with a proposed plan and send, via certified mail, to the appropriate property owners. STV will document the minutes of the meeting.

9. UTILITIES

a. Coordination with Utility Companies

STV will determine which utility companies are serving the proposed project area through research and a field survey. Utilizing the readily available NJDOT Utility Contacts List and points of contact made available to the RC and team, STV will identify the utility owner contacts. Under this task, the coordination with any potentially impacted company will be conducted. STV will seek to avoid all utility impacts with the proposed improvements. This task will be initiated at the outset of preliminary engineering. All costs associated with obtaining this PE Utility Engineering cost estimate is included as part of this overall

proposal.

b. Prepare Utility Base Plans (3035)

STV will prepare the utility base plans from field survey data to show existing surface utility facilities. These plans are the base plans for the development of the Utility Relocation Plan.

c. Establish Utility Engineering Funding (3040)

STV will coordinate with the utility providers to discuss the proposed improvements which could impact their facilities and request a cost estimate from the utility companies for their engineering services. STV will provide the latest utility cost estimate to the RC and team. If no preliminary engineering estimate is received, an anticipated utility design estimate is projected by STV for the corresponding utility company.

d. Send Utility Verification Request Letter (3045)

STV will prepare and send out this letter to all utility companies for final verification to confirm the existence of their facilities and their locations. Included with the letter will be the utility base plan. The utility providers will mark up the plans to verify their facilities (if any) and add type, size, depth and any operational restrictions to the base plan and return one (1) set to STV. Copies of the letters and plans will be forwarded to the RC and team.

e. Prepare Utility Agreement (3050, 3060)

STV will prepare a utility agreement and send to the utility companies for execution. Once the agreements are approved by West Orange, the agreement will be returned to the utility companies.

f. Conduct Subsurface Utility Engineering (3080) (AmerCom)

Upon the performance of due diligence and the development of the subsurface utility engineering (SUE) plan, SUE will be conducted by STV's subconsultant AmerCom in order to determine the exact location of underground utilities. Depending upon the type of utility and potential design conflict, several SUE methods will be utilized. In locations where only horizontal location is needed, underground utilities may be located remotely using ground penetrating radar (GPR), metal detectors or similar devices. These methods will not provide utility depth. If depths of utilities are needed, we will retain a qualified contractor to excavate subsurface test pits. Utility mark-outs will be called out and performed as part of this task. Test pits will not be required to locate every utility and will only be used in locating utilities that have a potential conflict. Prior to conducting SUE test pits, STV will coordinate with any and all relevant utility companies regarding any previous SUE test pits that may have been performed for the conflict area and whether vertical data exists. Prior to conducting the SUE test pits, STV will seek approval of the plan from the RC and team and coordinate investigative site work in advance as necessary.

Please see attached AmerCom's scope of work and cost estimate.

g. Utility Risk Assessment (3985)

STV will assess the utility risks and identify potential conflicts. SUE will verify the locations of the facilities. STV will update the design plans to avoid impacts to the utilities. If utility impacts are unavoidable, STV will identify the conflicts and coordinate with the utility companies.

10. PRE-CONSTRUCTION

a. Develop Preliminary Detour and Construction Staging Plans (3130)

STV will develop preliminary detour and construction staging plans. For detour plans, the plans will display the anticipated detour routes, detour lengths and associated travel times. For staging plans, a construction narrative will be prepared depicting the number of stages and phases involved, and how the Maintenance and Protection of Traffic (MPT) will be managed. Traffic control standard details will be used and if necessary, staging plans will be prepared. STV will also confirm whether any portion of the construction activities would require a detour for pedestrian/bicyclist traffic. STV will coordinate with local officials to obtain concurrence with the detour and/or staging plan.

b. Prepare Construction Cost Estimate (3135)

Under this task, STV will estimate the construction cost for the proposed improvements. This includes computing quantities of work items and researching unit prices appropriate for this project. As part of the cost estimate, STV will identify and evaluate any special conditions specific to this project that could impact the unit price or total cost for a particular element of the construction. Such conditions include work area, utility impacts, material supply, and/or time restrictions.

STV will prepare the Construction Cost Estimate utilizing the plans developed during the preliminary engineering activities.

11. ENVIRONMENTAL

a. Prepare Categorical Exclusion Document (CED) (3870)

STV will assist NJDOT in the assessment of the project impacts and risks with respect to each environmental discipline (Noise, Air Quality, Ecology, Cultural Resources, Section 4(f), Hazardous Waste, Socio-economic and Environmental Justice). STV will complete Section I and Section II of the CED and submit to BEPR for review and completion.

C. FINAL DESIGN PROJECT MANAGEMENT & CONTROLS

1. PROJECT MANAGEMENT

STV will maintain open communications with the designated person in responsible charge (RC) of this West Orange project and team, including but not limited to the Township Engineer, to effectively develop a conceptual safety improvement plan and perform final design in an expeditious manner. We will prepare monthly invoices, progress reports, and schedule updates. It is anticipated that the project duration will be 10 months. This scope shall include any, and all equipment, material, licensing, insurance, personnel and training as necessary to complete said scope in both a safe and timely manner. STV personnel and all subconsultants will be fully trained, attentive, responsible to all matters pertaining to their own personal safety, the safety of others in their group and being supplied with personal protective equipment and measures as needed.

2. EXECUTE FD PUBLIC INVOLVEMENT ACTION PLAN (PIAP) (4795)

STV will follow a FD Public Involvement Action Plan (PIAP) which includes, at minimum, updating the database of known stakeholders, hold meetings with local officials, citizens groups and other stakeholders impacted by the proposed project. Stakeholders for this project will include but are not limited to; the school district, local residents, Township of West Orange, Essex County, local police, and fire and emergency service providers.

a. Coordination Meetings

STV personnel will be available to attend coordination/status meetings with the RC and team throughout the design phase. STV will prepare for and attend coordination/status meetings and will prepare meeting summaries documenting within 1 week of each meeting, which will be distributed to the RC and team. Additional coordination meetings include Local Officials Briefings and Stakeholder Meetings. STV will identify critical stakeholders and coordinate with those stakeholders, RC and team. STV will coordinate the timing of stakeholder meetings with seasonal schedules. STV will assist and coordinate with the RC and team in identifying pertinent project stakeholders and property owners. This task will be a high priority through the development of the design, STV will coordinate with these entities by having discussions with them regarding the improvements within the vicinity of their properties and any short-term and long-term impacts that may exist either during the construction and/or in the final (post construction) condition. The intention is to obtain early “buy-in” from all entities to achieve a successful and timely delivery of the project. This will include, but not be limited to, obtaining temporary construction easements, permanent easements, etc., as necessary.

b. Stakeholder Meetings

STV will prepare for and attend two (2) stakeholder meetings to coordinate with locals on project details, schedule and design modifications that impact their property/businesses (access impacts and ROW impacts).

c. Public Information Center (3865)

STV will effectively coordinate with the RC and team to develop a Public Information Center (PIC) to inform and receive input from local residents and business owners. STV will prepare public information plan displays and a project website (assuming that the PIC will be offered both virtually and in-person), including a power point presentation, and concept plan(s). The STV team (including subconsultants if needed) will attend the PIC. STV will also prepare and mail PIC invitations, prepare comment forms and record incoming comments and provide responses to comments.

3. QUALITY ASSURANCE / QUALITY CONTROL

A project specific Quality Assurance & Quality Control (QA/QC) plan will be implemented for this project

through the following tasks:

- Adherence to our Corporate Quality Assurance Plan (CQAP) and Project Specific QA/QC Plan
- Assignment of appropriate staff for completion of the various tasks and quality reviews
- Bi-weekly internal project status meetings

The QA/QC team has the ability to work independently of the STV production/design team, so that quality control documents and other deliverables are of high quality. The QA/QC team will initially consult with the production/design team to establish major milestone reviews and will only participate during the QA/QC reviews to ensure they are examining the project objectively and following through on comments made by any reviewers. Subconsultants will be required to comply with STV's Plan and submit their own QA/QC plan for inclusion in STV's Plan. STV will maintain close coordination with subconsultants and will conduct periodic visits to monitor progress of their work to ensure compatibility with our work and compliance with assignment needs, scope, schedule, and budget.

Internal project-specific reviews will be conducted and documented using STV's own standard checklists for all submissions, in full compliance with NJDOT and federal standards and/or regulations.

4. INITIATE FINAL DESIGN (4010)

STV will attend the kickoff meeting with the RC and team to review the PE documents, discuss the scope of work of the project, and schedule. STV will prepare the Meeting Minutes documenting the kickoff meeting.

D. FINAL DESIGN

1. GEOMETRICS AND ROADWAY

a. Complete Horizontal & Vertical Geometry (4210)

STV will complete and refine the proposed geometric alignment. STV will review the current proposed alignment and finalize all roadway horizontal and vertical geometry and calculations. The horizontal geometry will be added to the Construction Plans.

b. Prepare Final Roadway Plans (4220)

STV will update the preliminary roadway plans that were prepared during the PE phase to produce the final roadway plans. STV will prepare the final roadway plans in accordance with the NJDOT Roadway Design Manual. This task will include the preparation of the roadway quantity calculations. STV will deliver the final design plans to the RC and team (electronic and hardcopies as needed). The final roadway plans may include the following:

Roadway:

- Key Sheet (1 Sheet)
- Construction Plan Legend (1 Sheet)
- Estimate-Distribution of Quantities (1 Sheet)
- Construction Plans (4 Sheets)
- Curb ramp layout details (5 Sheets)
- Typical Sections (2 Sheets)
- Preliminary Signing and Striping Plans (4 Sheets)
- Soil Erosion and Sediment Control Plans (4 Sheets)

- Pedestrian Flashing Beacon Plan (4 Sheets)
- Preliminary Staging/Maintenance and Protection of Traffic/Detour Plans (8 Sheets)
- Tie Sheets (2 Sheets)
- Construction Details (10 Sheets)
- Electrical Details (2 Sheets)

Other:

- Utility Relocation Plans (4 Sheets)

2. TRAFFIC

a. Complete Flashing Pedestrian Beacon, Signing and Striping Plans (4240)

STV will complete the signing and striping plan improvements. These items will better delineate travel lanes, and significantly increase visibility of crosswalks. STV will complete the plans for the proposed flashing beacons. Additionally, these items will also significantly improve safety along the corridor for pedestrians, bicyclists, and motorists. STV will prepare the flashing pedestrian beacon, electrical, signing and striping plans as per the MUTCD and NJDOT Roadway Design Manual.

3. DRAINAGE / HYDROLOGY & HYDRAULICS / STORMWATER MANAGEMENT

a. Complete Drainage (4270)

The drainage features determined during preliminary engineering will be finalized. The drainage improvements will be displayed on the Construction plans including bicycle safe grates and curb pieces.

b. Complete Hydrology & Hydraulics Analysis (4310)

H&H analysis is not anticipated for this project. There are no hours associated with this activity.

4. STRUCTURES

There are no existing structures impacted with the project limits. Retaining walls are proposed to minimize impacts to the properties adjacent to the proposed sidewalk.

a. Prepare Final Structures Documents (4160)

STV will prepare final structures documents for the Lowell Avenue Retaining Wall, Lawrence Avenue to Helen Avenue; Lowell Avenue Retaining Wall, North of Helen Avenue; and Gregory Avenue Retaining Wall including:

- Retaining Walls
- Detail Sheets
- Structural Quantity Estimate

5. GEOTECHNICAL ENGINEERING

Based on the preliminary design, STV will proceed with final design for the proposed improvements including:

- Lowell Avenue Retaining Wall, Lawrence Avenue to Helen Avenue
- Lowell Avenue Retaining Wall, North of Helen Avenue
- Gregory Avenue Retaining Wall
- Stormwater Management BMP

STV will solicit bids for the geotechnical subsurface investigation and will advance the investigation. While the final geotechnical investigation program will be dependent on the final limits and heights of the retaining walls and BMPs, for pricing purposes, STV assumes that a total of 4 borings will be performed along the two Lowell Avenue retaining walls. Despite its conceptual length, we assume that only 2 borings will be performed for the Gregory Avenue retaining wall due to the cut section and expected height of less than 3 feet. All borings will be performed to a depth of 15 feet below ground surface with continuous SPT sampling. If predominantly fine-grained cohesive soils are encountered, relatively undisturbed Shelby tube samples will be attempted. We assume that rock will not be encountered within 15 feet below ground surface. Based on the anticipated size of the stormwater BMP, we anticipate that two test pits to a depth of 10 feet will be required with infiltration testing consisting of single-ring infiltration testing performed in accordance with the NJDEP's Stormwater Management BMP Manual.

STV assumes that maintenance and protection of traffic (MPT) will be required for the borings but that no MPT will be required for the test pits or infiltration testing.

STV will provide a geotechnical engineer or geologist on-site full-time to monitor the investigation, to visually classify encountered soil using the Burmister Soil Identification Method, and to collect representative samples for possible laboratory testing. For the test pits, STV will identify indications of the seasonal high groundwater table, e.g. mottling. STV will select samples for laboratory testing, expected to consist of soil index testing, consolidation testing, and soil shear strength testing. The results of the stormwater investigation will be presented as part of a Stormwater Investigation Memorandum, including seasonal high water table elevation and infiltration testing results. Based on the results of the investigation program, STV will determine soil design parameters. Based on the conceptual height of the walls, we will consider segmental block walls, modular block walls, and concrete cinder block walls, similar to those installed by NJDOT at Tichenor Park in Newark for both cut and fill sections. STV will perform wall stability (bearing, sliding, & eccentricity), global slope stability, and settlement analyses and develop geotechnical recommendations for the retaining walls. We will also assess the use of lightweight fill to mitigate potential settlement or imposed lateral loading impacts.

STV will summarize the results of the geotechnical investigation, analyses, and recommendations as well as construction considerations as part of the Geotechnical Engineering Report.

STV will prepare special provisions to the NJDOT Standard Specifications for the walls, if required based on the final design recommendations and construction considerations.

a. Develop Subsurface Exploration Program (4300)

STV will solicit bids for subsurface exploration program. STV will be responsible for the bid opening, bid review, and recommendation for award. STV will prepare a subcontract agreement (driller) and PO agreement for the lab work.

b. Gather Subsurface Information (4305)

STV will coordinate with the drillers, monitor the borings, monitor the test pits and infiltration testing. We will record and prepare logs for all testing. STV will develop generalized subsurface profiles and a lab testing program. The lab testing results will be reviewed and STV will determine soil design parameters.

c. Conduct Geotechnical Foundation, Roadway, and Rock Slope Design (4320)

Lowell Avenue Retaining Wall, Lawrence Avenue to Helen Avenue

STV will evaluate wall alternatives, perform wall stability analysis including bearing, sliding, and eccentricity analysis. We will perform global slope stability analysis and settlement analysis. Light weight fill alternative analysis will also be conducted.

Lowell Avenue Retaining Wall, North of Helen Avenue

STV will evaluate wall alternatives, perform wall stability analysis including bearing, sliding, and eccentricity analysis. We will perform global slope stability analysis and settlement analysis. Light weight fill alternative analysis will also be conducted.

Gregory Avenue Retaining Wall

STV will evaluate wall alternatives, perform wall stability analysis including bearing, sliding, and eccentricity analysis. We will also perform global slope stability analysis.

STV will also develop construction considerations, a stormwater investigation memorandum, geotechnical engineering report, drawings, and special provisions.

6. RIGHT OF WAY AND EASEMENTS

All efforts will be made to eliminate right-of-way impacts. However, in the event the proposed improvements will require the acquisition of right-of-way and/or easements, the following tasks will be conducted:

a. Update Title Search (4624)

If easements are needed, STV will conduct deed/title searches as necessary. A Title Summary document will be prepared.

b. Prepare Final ROW/Easement Submission (4625)

If easements are needed, STV will resolve all comments and incorporate the changes within the plans and documents and submit to West Orange.

c. Acquire ROW/Obtain Easement (4670)

If easements are needed, the team will prepare an appraisal, conduct negotiations, and reach agreements. STV will engage the services of a subconsultant to prepare the deeds. STV will review and send them to West Orange, RC and team and property owners for review and approval. Once the signed documents are returned, the deed will be recorded and payments for the acquired property will be processed by West Orange.

7. ACCESS

If there are any changes to the plan, STV, RC and Township will discuss any proposed/desired access alterations with the impacted property owners. STV will document the minutes of the meetings.

8. UTILITIES

a. Develop Alternatives of Accommodation (4050)

While STV will attempt to avoid utility conflicts, if conflicts are unavoidable, STV will coordinate with the impacted utility companies and develop an Alternatives of Accommodation Plan to resolve utility conflicts. We will confirm the proposed utility accommodation scheme with each utility provider. For the purpose of this proposal, it is assumed there will be two (2) utility company facilities impacted.

b. Prepare Utility Owner Design Authorization Checklist (4055)

STV will prepare the Utility Owner Design Authorization Checklist according to the NJDOT Utility Accommodation Policy to accommodate the proposed improvements for each utility and send to the utility company. Upon review and approval by the utility company, STV will forward the approved Checklist to

the RC and team for their concurrence and for future records. For the purpose of this proposal, it is assumed there will be two (2) utility company facilities impacted.

c. Prepare Utility Relocation Plans, Specifications and Estimates (4060)

Upon receipt of the approved checklists, STV will prepare the final Utility Relocation Plans of utility facilities to be relocated or altered. The Utility Relocation Plan provides an overview of the existing and proposed utility location and will be attached to the agreement. STV will complete the detailed plans, specifications and estimates for the utility facilities to be relocated or altered. For the purpose of this proposal, it is assumed there will be two (2) utility company facilities impacted.

d. Prepare Utility Agreement Modifications (4070)

STV will assist the RC and team in the preparation of Utility Agreement Modifications if necessary, to modify existing utility agreements. The modification will include a detailed cost estimate and any relevant documents for execution. For the purpose of this proposal, it is assumed there will be two (2) utility company facilities impacted.

9. PRE-CONSTRUCTION

a. Update Preliminary Detour and Staging Plans

STV will update the preliminary detour and construction staging plans if necessary. STV will coordinate efforts with the RC and team and obtain concurrence.

b. Update Construction Cost Estimate (4275)

Under this task, STV will update the cost estimate initially developed during Preliminary Engineering based on the additional design detail from the further development of the project. This includes computing quantities of work items and researching unit prices appropriate for this particular project. As part of the cost estimate, we will identify and evaluate any special conditions specific to this project that could impact the unit price or total cost for a particular element of the construction. Such conditions include work area, utility impacts, material supply, and/or time restrictions. STV will submit the Construction Cost Estimate to the RC and team for review and comment.

c. Develop Specifications (4280)

STV will develop the Special Provisions using the latest version of the NJDOT Standard Input and guidance provided by the latest Baseline Document Changes and Standard Specifications. STV will submit the final Special Provisions to the RC and team for review and comment.

d. Develop Construction Schedule (4285)

STV will create a construction schedule using Primavera and the NJDOT Construction Scheduling Manual. The construction schedule will be established for a completion date that provides the shortest practical duration of construction to minimize the disruption of traffic and allows the contractor a reasonable amount of time to complete the project at a reasonable cost. STV will submit the Construction Schedule to the RC and team for review and comment.

10. ENVIRONMENTAL

a. Prepare Permit Application (4385)

STV will apply for a Soil Erosion Control Certificate from the County Conservation District. If needed, STV will document the need for a freshwater wetland permit and/or wetland transition waiver. However,

impacts are not anticipated. There are no additional permits anticipated. No mitigation is anticipated. If the anticipated permits or fees change upon agency consultation, a supplement may be required.

b. Complete Environmental Plans (4585)

In coordination with NJDOT, STV will collect and assemble supporting information, engineering analysis and environmental reports. STV will prepare and complete the environmental plans showing environmental and regulated resources, soil erosion and sediment control plans, permit tracking information, and required notes.

11. Landscape

a. Complete Landscape Architectural Design (4265)

If stormwater management basins are needed, landscaping will be required. STV will prepare a final landscape architectural plan. STV will prepare specifications and details and calculate final quantities and costs of all items.

12. REPORTS AND SUBMISSIONS

a. Prepare Soil Erosion and Sediment Control Report , Plans and Specifications (4410)

STV will prepare and submit the Soil Erosion and Sediment Control (SESC) Plans, report, application, and supportive documents as necessary for Soil Conservation District certification. The plans will include any and all measures, details and notes as required. STV will prepare the SESC Plans based on engineering/design, local need, and district requirements, incorporating the controls and features identified in the SESC standards, SESC plans, report and supportive documentation as necessary. STV will submit the SESC Report and Plans as necessary to the County Soil Conservation District for their review and approval. This scope includes any and all plan, report, application and supportive document revisions needed for SCD certification.

b. Prepare Final Design Submission Package (4290)

STV will prepare the Final Design (FD) Submission package according to the NJDOT Quality Management Guidelines. The package should include:

- Specifications
- Buy America provisions
- Transmittal letter indicating the distribution of all FD Submission deliverables
- Designer FD Submission Certification
- Final Plans (prints only) with copies to the appropriate review units.
- Special Provisions
- Construction Cost Estimate
- Construction Schedule

c. Resolve Final Design Submission Comments (4830)

STV will address and resolve all comments provided by the RC and team as a part of the review process. Once all comments are resolved, the RC and team will inform STV that the project can proceed to PS&E.

d. Submit PS&E Package (4840)

Following the resolution of all comments made by NJDOT on the Final Design Submission, STV will make the final revisions to the plans, specifications and estimates. STV will submit the PS&E package, which

will include the followings:

- Design Plans- electronic
- Designer PS&E Certification
- Construction Schedule and Narrative
- Approved Design Communications Report
- Quantity Calculations and Design Calculations
- Specifications

E. CONSTRUCTION ENGINEERING SERVICES PROJECT MANAGEMENT

1. PROJECT MANAGEMENT

STV will maintain open communications with the designated person in responsible charge (RC) of this West Orange project and team, including but not limited to the Administrator, to effectively develop a conceptual safety improvement plan and perform final design in an expeditious manner. We will prepare monthly invoices, progress reports, and schedule updates. It is anticipated that the project duration will be an estimated 6 months. This scope shall include any, and all equipment, material, licensing, insurance, personnel and training as necessary to complete said scope in both a safe and timely manner. STV personnel will be fully trained, attentive, responsible to all matters pertaining to their own personal safety, the safety of others in their group and being supplied with personal protective equipment and measures as needed.

F. CONSTRUCTION SUPPORT SERVICES

1. ADVERTISEMENT AND BIDS

a. Prepare Advertising Package (5010)

STV will prepare and submit the advertising bid package to the RC and team and NJDOT for review which will include the Advertisement for Bids memo. The NJDOT will then receive FHWA Authorization. The public announcement, as required by law, invites bids for construction work to be performed. The Advertisement for Bids will be placed in all major newspapers three weeks before bid date to inform contractors of the Contract's availability.

c. Prepare Bids (5030)

Under this task, STV will review and prepare responses to all Contract inquiries (RFIs) from Contractors or Suppliers. All inquiries submitted by the posted deadline (except requests for Bid date extension) will be documented and responded to via addendum prepared by STV. The addendum is reviewed by the RC and team prior to posting. Contractors are required to acknowledge all addenda posted before the opening of bids. A bid will not be accepted if the Bidder has not acknowledged all addenda posted.

d. Pre-Bid Meeting

A pre-bid meeting will be held and attended by STV to clarify contract document information and answer any questions from the potential bidders. During the meeting, contractors will be advised to avoid front-loading the job and avoid bidding penny or dollar values for items costing much more. The meeting will be documented, and minutes prepared and disseminated to the bidders.

2. CONTRACT AWARD

a. Award Contract (5050)

After bids are received, the RC and team will perform a legal review of all the bids to identify material defects and reject bids. The RC and team will then adjust the bid rankings based on the legal review. STV will then certify the individual bid prices that make up each contractor's total bid. STV will organize and tabulate the bids so that they are ranked by cost and can be compared across bid items. STV will review the

two lowest bids for conformity with the Contract and compare the bids. The RC and team will then make a recommendation to accept the proposal of the lowest responsible bidder and award or reject the bids.

b. Execute Contract (5070)

The RC and team will prepare and send the Contract to the selected Contractor. Within fourteen (14) days of the date of Award or Conditional Award, the selected Contractor shall properly and duly sign the Contract. The selected Contractor signs and returns the Contract with a performance bond and a payment bond. After the Contract is executed, STV will prepare the Notice to Proceed (NTP) and both the executed contract and the NTP will be sent to the selected Contractor.

c. Hold Pre-Construction Meeting (5080)

The RC and team will hold a pre-construction meeting between the Township of West Orange, NJDOT, the selected Contractor and other key stakeholders at which a project overview will be provided, and initial project contacts will be established.

3. CONSTRUCTION

a. Perform Construction (5100)

During the construction duration of the project, the following tasks will be performed:

I. Field Visits / Meetings

STV personnel will be available to attend meetings with the Contractor, RC, NJDOT, and the inspection team throughout the CES phase. STV will prepare for and attend up to six (6) meetings. STV's presence at these meetings will allow for feedback on the Contractor's progress and help ensure that the construction is implemented in general conformance with the contract documents and specification. STV will provide answers to questions that relate to the design, permits and construction issues.

II. Requests for Information (RFI)

STV will be available to respond to Contractor and inspector questions by telephone and/or email on an as-needed basis, including written RFIs. STV will provide written responses to the Contractor and inspector team which could include sketches or diagrams. STV will prepare a memorandum of record to document each RFI received along with the date of response. For the purpose of this proposal, STV anticipates seven (7) RFI responses.

III. Review of Shop Drawing and Contractor Submittals

STV will review submittals in accordance with the project plans and specifications for structural, roadway, drainage, or any other items submitted by the contractor and/or his subcontractors/suppliers for concurrence. For the purposes of this proposal, STV anticipates four (4) shop drawings and three (3) Contractor submittals including the Lightweight Fill Materials submittal.

IV. Change of Plans

STV will prepare Change of Plan documents for this project on an as-needed basis. Unforeseen field conditions and other unanticipated events/conditions sometimes require the plans to be changed to accommodate the identified condition. For the purposes of this proposal, STV anticipates two (2) Changes of Plan.

V. Construction Schedule Monitoring

STV will review the contractor's Construction Project Management (CPM) Baseline schedule submission to ensure that it follows the contract documents. The CPM Baseline schedule will be checked and analyzed to ensure that durations and work sequences are acceptable. STV will present the contractor's schedule to the RC and team for concurrence with the contractor's work plan. We will

also provide review comments to the RC with recommendations regarding acceptance.

VI. Utility Coordination

STV will provide utility support services for the duration of the project. STV will coordinate with the impacted utility owners located within the project limits. This will include coordinating conflicts associated with the schedule and any unforeseen utility conflicts which may arise during construction. For the purpose of this proposal, STV anticipates two (2) field meetings.

VII. Process Construction Change Requests (5140)

The Township of West Orange with NJDOT approval has the right to make changes to the project scope at any time, including altering the Contract, altering the requirements of an item, increasing or decreasing the quantities of any item, or deleting any item. Design changes are made based on field observations that may be requested by the inspection team or the Contractor. STV will prepare any required change orders, which are written orders that modify the contract and are subsequently provided to the Contractor.

4. CLOSE OUT

a. Final Acceptance (5170)

Upon completion of all construction work, the Contractor submits the paperwork for Project Completion and for Final Acceptance. At this time, the RC and team will perform the Final Acceptance Inspection. If the RC and team deem that all work is not completed satisfactorily, the contractor will be notified and provided a corrective action list. The Contractor will address all concerns and complete the work to the RC and team's satisfaction.

b. As-built plans

Upon final acceptance of the project, STV will prepare the as-built plans from the mark-up by the inspection team and a field survey. The inspection team is responsible to deliver to STV a marked-up set of construction plans with as-built quantities (marked up "white plans") and prepare an As-Built Summary. The inspection team will certify on the key sheet, that the project has been constructed in conformity with the original plans, specifications and modifications, if any, as described in the approved change orders and signs and dates the certification.



Project No. _____

**EXHIBIT B
COMPENSATION SCHEDULE**

[to be inserted]



Safe Routes to School
West Orange Township

<u>CLASSIFICATION</u>		<u>APPROVED</u>	<u>PROPOSED</u>	<u>MAN-</u>	<u>SALARY</u>	
		<u>RATE</u>	<u>RATE</u>	<u>HOURS</u>		
PROJ MGR	P-VII	\$ 85.77	\$ 85.77	124	\$	10,635.48
SEN ENG	P-V	\$ 89.30	\$ 89.30	603	\$	53,847.90
PROJ ENG	P-IV	\$ 70.15	\$ 70.15	718	\$	50,367.70
ENGR	P-III	\$ 53.12	\$ 53.12	798	\$	42,389.76
ASSOC ENG	P-I	\$ 38.98	\$ 38.98	64	\$	2,494.72
SEN PLAN	P-IV	\$ 93.63	\$ 93.63	42	\$	3,932.46
PLAN	P-II	\$ 49.52	\$ 49.52	84	\$	4,159.68
SEN. DRAFT	ET-V	\$ 46.56	\$ 46.56	456	\$	21,231.36
TOTAL				2,889	\$	189,059.06

PRELIMINARY ENGINEERING SUBTOTAL	1,518	\$	96,591.96
FINAL DESIGN W/ ESCALATION SUBTOTAL	1,108	\$	94,727.23
CONSTRUCTION SERVICES W/ ESCALATION SUBTOTAL	263	\$	20,569.07

Total Salary **\$ 211,888.25**

Overhead (141.48%) \$ 299,779.51

Fixed Fee (19.5% of direct labor) \$ 41,318.21

SUBTOTAL Direct Labor **\$ 552,985.97**

Direct Expenses

Geotechnical Drilling (including test pits & infiltration testing) \$ 19,000.00

Geotechnical Laboratory Testing \$ 2,000.00

Travel (by personal auto) \$ 500.00

Reproductions & Printing \$ 1,000.00

Other \$ 600.00

Postage \$ 400.00

TOTAL Direct Expenses **\$ 23,500.00**

SUBTOTAL **\$ 576,485.97**

SUB-CONSULTANTS

AmerCom Corporation \$ 112,811.89

SUBTOTAL Sub-Consultants **\$ 112,811.89**

TOTAL FEE ESTIMATE **\$ 689,297.86**

Subconsultant % **16.4%**



**Safe Routes to School
West Orange Township
Cost Summary Table**

PRELIMINARY ENGINEERING - TOTAL Salary	\$	96,591.96
Overhead (141.48%)	\$	136,658.31
Fixed Fee (19.5% of direct labor)	\$	18,835.43
PRELIMINARY ENGINEERING - SUBTOTAL Direct Labor	\$	252,085.70
Preliminary Engineering - Direct Expenses		
Geotechnical Drilling (including test pits & infiltration testing)	\$	19,000.00
Geotechnical Laboratory Testing	\$	2,000.00
Travel (by personal auto)	\$	250.00
Reproductions & Printing	\$	500.00
Other	\$	200.00
Postage	\$	200.00
Preliminary Engineering - Direct Expense Total	\$	22,150.00
SUB-CONSULTANTS		
AmerCom Corporation	\$	112,811.89
Preliminary Engineering - Subconsultants Total	\$	112,811.89
PRELIMINARY ENGINEERING TOTAL		
FINAL DESIGN - TOTAL Salary	\$	91,968.18
Escalation (@ 3%)	\$	2,759.05
Overhead (141.48%)	\$	134,020.08
Fixed Fee (19.5% of direct labor)	\$	18,471.81
FINAL DESIGN - SUBTOTAL DIRECT LABOR	\$	247,219.12
Final Design - Direct Expenses		
Travel (by personal auto)	\$	250.00
Reproductions & Printing	\$	500.00
Other	\$	200.00
Postage	\$	200.00
TOTAL Direct Expenses	\$	1,150.00
FINAL DESIGN TOTAL		
FINAL DESIGN TOTAL	\$	248,369.12

CONSTRUCTION - TOTAL SALARY	\$	19,404.78
Escalation (2 years @ 3%/yr.)	\$	1,164.29
Overhead (141.48%)	\$	29,101.12
Fixed Fee (19.5% of direct labor)	\$	4,010.97
CONSTRUCTION - SUBTOTAL Direct Labor	\$	53,681.16
Construction - Direct Expenses		
Other	\$	200.00
TOTAL Direct Expenses	\$	200.00
CONSTRUCTION SERVICES TOTAL	\$	53,881.16
TOTAL FEE ESTIMATE	\$	689,297.86
Total Project Subconsultant %		16.4%



Safe Routes to School
West Orange Township

ACTIVITY I.D.	PROPOSAL			PRJ. MNGR. (P-VII).	SEN. ENGR. (P-V)	PROJ. ENGR. (P-IV)	ENGINEE R (P-III)	ASSOC. ENGR. (P-I)	SEN. PLAN. (P-IV)	PLANNE R (P-II)	SEN. DRAFT. (ET-V)	TOTAL	TOTAL
	TASK DESCRIPTION			HRS.	HRS.	HRS.	HRS.	HRS.	HRS.	HRS.	HRS.	Hours	Cost
PRELIMINARY ENGINEERING													
		PROJECT MANAGEMENT & CONTROLS	SUBTOTAL	26	96	36			24	52	8	242	\$ 18,522.86
	1	Project Management (Assume 4 hrs/month)		8	32							40	\$ 3,543.76
3874	2	Execute Public Involvement Action Plan											\$ -
	2a	Coordination Meetings		2	4	8			4	8		26	\$ 1,860.62
	2b	Stakeholder Meetings		2	4	8			8	16		38	\$ 2,631.30
3865	2c	Hold Public Information Center											\$ -
		In-Person PIC		2	4	4			4	4		18	\$ 1,381.94
		Plan Displays/Presentation			4	8					8	20	\$ 1,290.88
		Prepare Project Website		2	4	8			8	24		46	\$ 3,027.46
	3	Quality Assurance & Quality Control		8	40							48	\$ 4,258.16
3005	4	Initiate Preliminary Engineering		2	4							6	\$ 528.74
	1	SURVEY	SUBTOTAL		12		16				8	36	\$ 2,294.00
3020	a	Conduct Boundary and Topographic Survey			4		8				8	20	\$ 1,154.64
3015	b	Prepare Survey Control Report			4							4	\$ 357.20
3025	c	Prepare Base Maps			4		8					12	\$ 782.16
	2	GEOMETRICS AND ROADWAY	SUBTOTAL		40	82	140				140	402	\$ 23,279.50
3030	a	Prepare Horizontal and Vertical Geometry			8	30	48				40	126	\$ 7,231.06
3070	b	Prepare Preliminary Roadway Plans											\$ -
		Roadway Plans			24	32	60				60	176	\$ 10,368.80
		Utility Agreement Plans			8	20	32				40	100	\$ 5,679.64
	3	TRAFFIC	SUBTOTAL		8	16	24				24	72	\$ 4,229.12
3090	a	Determine Traffic Engineering Facility Locations			8	16	24				24	72	\$ 4,229.12
	4	DRAINAGE/ H&H/ SWM	SUBTOTAL		4	12	20					36	\$ 2,261.40
3085	a	Prepare Preliminary Drainage Design			4	12	20					36	\$ 2,261.40
	5	STRUCTURES	SUBTOTAL		8	20	40					68	\$ 4,242.20

ACTIVITY I.D.	PROPOSAL			PRJ. MNGR. (P-VII).	SEN. ENGR. (P-V)	PROJ. ENGR. (P-IV)	ENGINEER (P-III)	ASSOC. ENGR. (P-I)	SEN. PLAN. (P-IV)	PLANNER (P-II)	SEN. DRAFT. (ET-V)	TOTAL	TOTAL
	TASK DESCRIPTION			HRS.	HRS.	HRS.	HRS.	HRS.	HRS.	HRS.	HRS.	Hours	Cost
PRELIMINARY ENGINEERING- SUBTOTAL			SUBTOTAL	32	258	400	444		24	52	308	1,518	\$ 96,591.96
FINAL DESIGN													
		GENERAL TASKS	SUBTOTAL	28	104	44			18	32	8	234	\$ 18,417.82
	1	Project Management		8	32							40	\$ 3,543.76
4795	2	Execute FD Public Involvement Action Plan											\$ -
	2a	Coordination Meetings		2	8	16			4	8		38	\$ 2,779.02
	2b	Stakeholder Meetings		2	8	16			8	16		50	\$ 3,549.70
	2d	Hold Public Information Center											\$ -
		In-Person PIC		4	4	4			4	4		20	\$ 1,553.48
		Plan Displays			4	8					8	20	\$ 1,290.88
		Update Project Website		2	4				2	4		12	\$ 914.08
	3	Quality Assurance & Quality Control		8	40							48	\$ 4,258.16
4010	4	Initiate Final Design		2	4							6	\$ 528.74
	1	GEOMETRICS AND ROADWAY	SUBTOTAL		12	40	64				64	180	\$ 10,257.12
4210	a	Complete Horizontal and Vertical Geometry			4	16	32				32	84	\$ 4,669.36
4220	b	Prepare Final Roadway Plans			8	24	32				32	96	\$ 5,587.76
	2	TRAFFIC	SUBTOTAL		4	8	16				16	44	\$ 2,513.28
4240	a	Complete Flashing Pedestrian Beacon, Signing and Striping Plans			4	8	16				16	44	\$ 2,513.28
	3	DRAINAGE/ H&H/ SWM	SUBTOTAL		4	8	16					28	\$ 1,768.32
4270	a	Complete Drainage / H&H/ SWM Design			4	8	16					28	\$ 1,768.32
	4	STRUCTURES	SUBTOTAL		4	8	24				24	60	\$ 3,310.72
4160	a	Prepare Final Structures Documents			4	8	24				24	60	\$ 3,310.72
	5	GEOTECHNICAL ENGINEERING	SUBTOTAL	6	46		80	108				240	\$ 13,081.86
4300	a	Develop Subsurface Exploration Program		2	6		12					20	\$ 1,344.78
4305	b	Gather Subsurface Information		2	5		20	40				67	\$ 3,239.64
4320	c	Conduct Geotechnical Foundation, Roadway, and Rock Slope Design		2	24		24	32				82	\$ 4,836.98

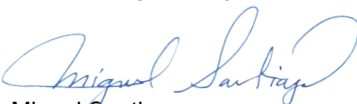
ACTIVITY I.D.	PROPOSAL		PRJ. MNGR. (P-VII).	SEN. ENGR. (P-V)	PROJ. ENGR. (P-IV)	ENGINEER (P-III)	ASSOC. ENGR. (P-I)	SEN. PLAN. (P-IV)	PLANNER (P-II)	SEN. DRAFT. (ET-V)	TOTAL	TOTAL
			HRS.	HRS.	HRS.	HRS.	HRS.	HRS.	HRS.	HRS.	Hours	Cost
		Lowell Ave. RW, Lawrence Ave. to Helen Ave.		4		9	12				25	\$ 1,303.04
		Lowell Ave. RW, North of Helen Ave.		4		9	12				25	\$ 1,303.04
		Gregory Ave. RW		3		6	12				21	\$ 1,054.38
	6	RIGHT OF WAY & EASEMENT	SUBTOTAL	4	20	16	32				72	\$ 4,951.32
4624	a	Update Title Search		4		8					12	\$ 782.16
4625	c	Prepare Final ROW/Easement Submission		8	16	24					48	\$ 3,111.68
4670	d	Acquire ROW/Obtain Easements	4	8							12	\$ 1,057.48
	7	ACCESS	SUBTOTAL	2	8	16					26	\$ 2,008.34
	a	Access Updates	2	8	16						26	\$ 2,008.34
	8	UTILITIES	SUBTOTAL	6	24	40		64		16	150	\$ 8,703.50
4050	a	Develop Alternatives of Accommodation		4	8		24				36	\$ 1,853.92
4055	b	Prepare Utility Owner Design Authorization	2	4	8						14	\$ 1,089.94
4060	c	Prepare Utility Relocation Plans, Specifications	2	8	24		40			16	90	\$ 4,873.70
4070	d	Prepare Utility Agreement Modifications	2	8							10	\$ 885.94
	9	PRE-CONSTRUCTION	SUBTOTAL	4	16	32	72			16	140	\$ 8,586.28
	a	Update Preliminary Detour and Staging Plans		4	8	16				16	44	\$ 2,513.28
4275	b	Update Construction Cost Estimate		4	8	16					28	\$ 1,768.32
4280	c	Develop Specifications	2	4	8	24					38	\$ 2,364.82
4285	d	Develop Construction Schedule	2	4	8	16					30	\$ 1,939.86
	10	ENVIRONMENTAL	SUBTOTAL	2	24		44			12	82	\$ 5,210.74
4385	a	Prepare Permit Application	2	16		32					50	\$ 3,300.18
4585	b	Complete Environmental Plans		8		12				12	32	\$ 1,910.56
	11	LANDSCAPE	SUBTOTAL		8	12				16	36	\$ 2,301.16
4265	a	Complete Landscape Architectural Design		8	12					16	36	\$ 2,301.16
	12	REPORTS AND SUBMISSIONS	SUBTOTAL	12	28	56	64				160	\$ 10,857.72
4410	a	Prepare Soil Erosion and Sediment Control Report		8	16	24					48	\$ 3,111.68
4290	b	Prepare Final Design Submission Package	4	8	16	24					52	\$ 3,454.76
4830	c	Resolve Final Design Submission Comments	4	8	16						28	\$ 2,179.88
4840	d	Submit PS&E Package	4	4	8	16					32	\$ 2,111.40

ACTIVITY I.D.	PROPOSAL			PRJ. MNGR. (P-VII).	SEN. ENGR. (P-V)	PROJ. ENGR. (P-IV)	ENGINEER (P-III)	ASSOC. ENGR. (P-I)	SEN. PLAN. (P-IV)	PLANNER (P-II)	SEN. DRAFT. (ET-V)	TOTAL	TOTAL
	TASK DESCRIPTION			HRS.	HRS.	HRS.	HRS.	HRS.	HRS.	HRS.	HRS.	Hours	Cost
FINAL DESIGN - SUBTOTAL			SUBTOTAL	58	248	264	292	64	18	32	132	1,108	\$ 91,968.18
CONSTRUCTION SERVICES													
	1	ADVERTISEMENT AND BIDS	SUBTOTAL	4	16							20	\$ 1,771.88
5010	a	Prepare Advertising Package		2	8							10	\$ 885.94
5030	b	Prepare Bids		2	8							10	\$ 885.94
	2	CONTRACT AWARD	SUBTOTAL	6	14							20	\$ 1,764.82
5050	a	Award Contract		2	4							6	\$ 528.74
5070	b	Execute Contract		2	4							6	\$ 528.74
5080	c	Hold Pre-Construction Meeting		2	6							8	\$ 707.34
	3	CONSTRUCTION	SUBTOTAL	20	59	54	62				16	211	\$ 14,810.60
5100	a	Perform Construction											\$ -
	I	Field Visits / Meetings		4	12	12						28	\$ 2,256.48
	II	RFI		4	7	14						25	\$ 1,950.28
	III	Review of Shop Drawing and Contractor Submittals		4	8	28	42					82	\$ 5,252.72
	IV	Change of Plans		2	4		12				16	34	\$ 1,911.14
	V	Construction Schedule Monitoring		2	12							14	\$ 1,243.14
	VI	Utility Coordination		2	8		8					18	\$ 1,310.90
5140	VII	Process Construction Change Requests		2	8							10	\$ 885.94
	4	CLOSE OUT	SUBTOTAL	4	8							12	\$ 1,057.48
5170	a	Final Acceptance		2	4							6	\$ 528.74
	b	As-built plans		2	4							6	\$ 528.74
CONSTRUCTION SERVICES - SUBTOTAL			SUBTOTAL	34	97	54	62				16	263	\$ 19,404.78
			TOTAL	124	603	718	798	64	42	84	456	2,889	\$ 207,964.92

STV, Inc.
Certified Payroll Roster

<u>Employee Name</u>	<u>Grade</u>	<u>Title</u>	<u>Average Salary</u>
T. Zachary Suralik	PV	Project Manager	\$ 85.77
Dan McGinnis	PV	Assistant Project Manager	
Michael Grantner	PV	Senior Engineer	\$ 89.67
Darren Stanker	PV	Senior Engineer	
Matthew Luneman	PV	Senior Engineer	
Owen Trickey	PV	Senior Engineer	
Esteban Garcia	PV	Senior Engineer	
Matthew Benscoter	PV	Senior Engineer	
Todd Davies	PV	Senior Engineer	
Drew Kinghorn	PIV	Project Engineer	\$ 71.30
Andres Barrezueta	PIV	Project Engineer	
Isaac Forero	PIV	Project Engineer	
Elaine Hughes	PIII	Engineer	\$ 51.66
Chris Savo	PIII	Engineer	
Mason Krushinsky	PIII	Engineer	
Suma Kesavareddy	PIII	Engineer	
Kush Patel	PIII	Engineer	
Zachary Hresko	PIII	Engineer	
Hilary Porter	PIII	Engineer	
Bill Walmsley	PIII	Engineer	
Darby Williamson	PI	Associate Engineer	\$ 38.98
Marshall Callison	PI	Associate Engineer	
Norah Diehl	PI	Associate Engineer	
Bhupendra Oli	PI	Associate Engineer	
Marcelo Alvarez Gallego	PI	Associate Engineer	
Phuong Nguyen	PI	Associate Engineer	
Tommy Burns	PI	Associate Engineer	
Matthew Tallia	PI	Associate Engineer	
Alexis Wiliams	PIV	Senior Planner	\$ 87.50
Dan Hutton	PIV	Planner	\$ 49.52
Joanna Hecht	PIV	Planner	
Michael Schemm	ETV	Senior Drafter	\$ 46.56
Richard Cattell	ETV	Senior Drafter	

CERTIFIED TRUE AND CORRECT



Miguel Santiago
Vice President

FIXED FEE CALCULATION

PROJECT:	Safe Routes to School
CONSULTANT:	STV, Inc.
AGREEMENT OR CAM NO.	
PREPARED BY:	Kenneth Burkhardt
DATE:	8/19/2025

EVALUATE PROJECT SPECIFICS:

Directions:

*Prime Consultant will use Total Project Design Cost (or Task Order Design Cost) for the SIZE criteria
Each Subconsultant will assign points for SIZE, COMPLEXITY, DURATION, & DEGREE OF RISK
based on its specific project tasks.*

SPECIFICS	CRITERIA	POINTS	RATING
SIZE:	SMALL - Total Fee (Project Design Cost) < \$1,250,000	15	15
	LARGE - Total Fee (Project Design Cost) > \$1,250,000	20	
COMPLEXITY:	SIMPLE - Limited Scope of Work; Deck Patching, Resurfacing, Restoration, Inspection, Concept Development Services	10	15
	STANDARD - Moderate Scope; Rehabilitation, New, or Reconstruction	15	
	COMPLEX - Multi-disciplined, Highly Specialized, or Major Unusual	20	
DURATION:	STANDARD - Appropriate Schedule	15	15
	AGGRESSIVE - Designers Schedule Reduced > 10 %	20	
DEGREE OF RISK:	LEVEL 1 - Low Risk of Claims; Studies, Surveys, Patching, Resurfacing, Restoration, Concept Development, Studies, Surveys, Landscape, Inspections	20	20
	LEVEL 2 - Average Risk of Claims; Standard Complexity or Level 1 with High Public Exposure	30	
	LEVEL 3 - High Risk of Claims; Hazardous, Experimental, or Bonus/Penalty Clauses	40	
TOTAL RATING =			65

CALCULATE FEE:

PROJECT SPECIFICS FACTOR (Total Rating /100) =	0.65
FEE FACTOR (Project Specifics Factor x 0.30) =	0.195
DIRECT LABOR COSTS	\$211,888
TOTAL FEE (Direct Labor Costs x Fee Factor) =	\$ 41,318



State of New Jersey

DEPARTMENT OF TRANSPORTATION

P.O. Box 600

Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

FRANCIS K. O'CONNOR
Commissioner

TAHESHA L. WAY
Lt. Governor

July 9, 2025

David Black, CFO
STV Incorporated
205 West Welsh Drive
Douglassville, PA 19518

Dear Mr. David Black:

Based on our review of STV, Incorporated's submitted Consolidated Schedule of Direct Labor, Fringe Benefits and General Overhead for the year ended September 30, 2024, we recommend overhead rates of 125.22 percent be used for construction inspection projects and 141.48 percent be used for all other projects for funding purposes on future contracts with the Department. Additionally, in accordance with current Department policy, if FCCM is specifically identified in the cost proposals relating to the contract under which the cost is to be claimed, the audited FCCM rates of 0.10 percent should be used for construction inspection projects and 0.50 percent should be used for all other projects.

In addition, the overhead rates proposed on this overhead letter expire on April 1, 2026.

These rates are subject to audit verification. Our acceptance of these rates does not extend beyond contracts with the New Jersey Department of Transportation. Any other entity contracting with the firm is responsible for determining the acceptability of the overhead statement.

If you have any questions, feel free to contact Naitik Parikh at (609)-963-2347 or at Naitik.Parikh@dot.nj.gov.

Sincerely,
Richard Temmer
Richard Temmer
Manager, Bureau of External Audit
NP

Subconsultant Scopes of Work and Cost Proposals



AmerCom Corp.
Consulting Engineers
Corporate Headquarters:
300 Interpace Parkway
Building C, Suite 210A
Parsippany, New Jersey 07054
Main Phone 973-402-6111
www.amercomcorp.com

August 21, 2025

Dan McGinnis, PE, PTOE
STV Incorporated
997 Lenox Drive, Suite 102
Lawrenceville, NJ 08648-2317

Re: SRTS West Orange – Gregory Ave. & Lowell Ave
Preliminary Engineering Proposal

Dear Dan:

Our scope of work will consist of survey, mapping, and ROW work in accordance with current NJDOT Design Phase Guidelines as detailed below.

Survey

It is our understanding that we will develop design level base mapping through the limits of the project site. Topographic base mapping will be completed through ground survey extending approximately 900' along Lowell Ave. and 800' along Gregory Ave. as shown on the attached plan. Survey work will include:

- Min. length along side streets at intersections: 50' minimum
- Min. width 10' past ROW on each side, 25' at retaining wall locations (locations in red in KMZ)
- Record and label all storm and sanitary inverts in map area
- Establish survey baseline
- Survey roadway cross sections at minimum 50' intervals (Used to prepare DTM)
- Locate and measure the diameter for approximately 30 trees with trunks greater than 6" diameter.
- *Plotting of cross sections is not included in this scope*
- *Survey of aerial wires is not included in this scope*

NJDOT activities necessary to complete this work are as follows:

Prepare Control Survey Report (3015)

The control survey for the project will be completed and tied into NAD 83 and NAVD 88 controls. A minimum of 4 survey control points will be established through the project limits. A control survey report will be prepared. The report will document the survey and data required to establish primary survey controls.

Conduct Topographic Survey (3020)

Topographic/Planimetric Survey

A topographic survey will be conducted based on the limits detailed above. We will survey all existing planimetric features through the mapping limits. Visible surface utilities, drainage features and inverts

for storm and sanitary pipes will be obtained. Inlets that are clogged will be noted but will not have inverts obtained. Survey data will be collected to prepare a DTM model through the mapping limits.

ROW & Property Lines

We will utilize tax maps through the project limits in order to establish the existing ROW and property lines. Only property line stubs will be shown on the mapping with lot and block number labeled. Deed research is not included in this scope.

Prepare Base Maps (3025)

AmerCom will process the survey data, prepare a digital terrain model and prepare the base mapping in accordance with NJDOT standards. A baseline will be established tied to the survey control points.

Conduct Initial Title Search (3028)

AmerCom will only proceed with this task once potential ROW impacts are identified and we are authorized to proceed with this activity. AmerCom will coordinate the work with a NJ licensed Title Company to complete the title search. It is estimated that up to 15 properties will require a full 40-year title search. Tasks included under this activity are the following:

- Title Search Coordination – We will hire and coordinate all work with a Title Search Company to obtain property records extending back to a 40-year search for up to 15 properties. ***The title search costs are maximum estimated amounts only and are subject to change based on the availability of records. Title searches that exceed the estimated costs in this proposal will be considered out of scope work.***
- Review Title Records & Plot Properties – We will review all title documents obtained for the 15 properties to identify current ownership, easements, encumbrances, monumentation and metes and bounds. Property lines and other data found from the title searches will be updated on the base plan.

SUE

Conduct Subsurface Utility Engineering (3080)

AmerCom will coordinate the work with our subcontractor, InfraMap (see attached scope). *It is noted West Orange Township requires curb to curb pavement restoration for any size excavation in the road. This type of pavement restoration work is cost prohibitive and not included in the scope. As a result, if test pits are required on the roadway pavement, this will be considered outside the scope of work.*

Our cost for this work is shown on the attached hourly cost breakdown. Thank you for this opportunity and please feel free to contact me with any questions.

Very truly yours,

AmerCom Corporation



Mark V. Sheptock, P.E.
Vice President

Approximate Survey Limits



WORK ACTIVITY	Description of Tasks	Surveyor P-IV HRS.	Sr. Engineer P-III HRS.	Engineer P-II HRS.	Princ. Tech ET-4 HRS.	Jr. Engineer P-I HRS.	Total HRS.
3015	Prepare Control survey Report						
	Establish Primary Controls	2		16		16	34
	Prepare Control Report	16					16
3020	Conduct Topographic Survey						
	Topo Survey	8		96		96	200
3025	Prepare Base Maps						
	Prepare Base Plans	32			64		96
	Establish Existing ROW & Property Lines	4			16		20
3028	Conduct Initial Title Search						
	Title Search Coordination	2					2
	Review Title Records & Plot Properties (15)	4	45				49
3080	Conduct Subsurface Utility Engineering						
	SUE Coordination	1	8				9
TOTAL HOURS		69	53	112	80	112	426
HOURLY RATE		\$ 75.50	\$ 55.76	\$ 39.07	\$ 48.52	\$ 32.83	
SUB TOTAL COST		\$ 5,209.50	\$ 2,955.28	\$ 4,375.84	\$ 3,881.60	\$ 3,676.96	\$ 20,099.18

COST SUMMARYLabor

Direct Labor	\$20,099.18
Overhead @ 198.49%	\$39,894.86
Fee @ 18% of DTL	\$ 3,617.85
Labor subtotal	\$63,611.89

Expenses

Mileage/tolls	\$ 200.00
SUE - InfraMap	\$38,000.00
MPT	\$ 3,500.00
Deed /Title Research	\$ 7,500.00
Expense subtotal	\$ 49,200.00

TOTAL =	\$112,811.89
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FIXED FEE CALCULATION

PROJECT:	SRTS West Orange – Gregory Ave. & Lowell Ave
CONSULTANT:	AmerCom Corp.
AGREEMENT OR CAM NO.	
PREPARED BY:	Mark Sheptock
DATE:	8/21/2025

EVALUATE PROJECT SPECIFICS:

Directions:

Prime Consultant will use Total Project Design Cost (or Task Order Design Cost) for the SIZE criteria

Each Subconsultant will assign points for SIZE, COMPLEXITY, DURATION, & DEGREE OF RISK based on its specific project tasks.

SPECIFICS	CRITERIA	POINTS	RATING
SIZE:	SMALL - Total Fee (Project Design Cost) < \$1,250,000	15	15
	LARGE - Total Fee (Project Design Cost) > \$1,250,000	20	
COMPLEXITY:	SIMPLE - Limited Scope of Work; Deck Patching, Resurfacing, Restoration, Inspection, Concept Development Services	10	10
	STANDARD - Moderate Scope; Rehabilitation, New, or Reconstruction	15	
	COMPLEX - Multi-disciplined, Highly Specialized, or Major Unusual	20	
DURATION:	STANDARD - Appropriate Schedule	15	15
	AGGRESSIVE - Designers Schedule Reduced > 10 %	20	
DEGREE OF RISK:	LEVEL 1 - Low Risk of Claims; Studies, Surveys, Landscape, Inspections	20	20
	LEVEL 2 - Average Risk of Claims; Standard Complexity or Level 1 with High Public Exposure	30	
	LEVEL 3 - High Risk of Claims; Hazardous, Experimental, or Bonus/Penalty Clauses	40	
TOTAL RATING =			60

CALCULATE FEE:

PROJECT SPECIFICS FACTOR (Total Rating /100) =	0.60
FEE FACTOR (Project Specifics Factor x 0.30) =	0.18
DIRECT LABOR COSTS	\$ 20,099.18
TOTAL FEE (Direct Labor Costs x Fee Factor) =	\$ 3,618

VERIFY THAT FEE FALLS WITHIN RANGE OF 6% TO 15%:

CONSULTANT'S INTERIM OVERHEAD RATE (%) =	198.49%
OVERHEAD (Labor x Overhead Rate) =	\$ 39,894.86
FIXED FEE RANGE [Fee/(Labor + Overhead)] =	6.0%



State of New Jersey

DEPARTMENT OF TRANSPORTATION

P.O. Box 600

Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

FRANCIS K. O'CONNOR
Commissioner

TAHESHA L. WAY
Lt. Governor

July 28, 2025

Mr. Richard Lee
President
AmerCom Corporation
300 Interpace Pkwy
Building C, Suite 210A
Parsippany, NJ 07054

Dear Mr. Lee:

Based on our review of AmerCom Corporation's submitted Statement of Indirect Rates Calculation and Field Office Computations for the year ended December 31, 2024, we recommend overhead rates of 94.28 percent be used for construction inspection projects, 198.49 percent be used for home-office projects, and 112.59 percent be used for additional work modifications for contracts entered into prior to your firm selecting to use split rates or the time split rates were required on all new contracts and extra work modifications. The above rates should be used for funding purposes for future contacts with the Department.

In addition, the overhead rates proposed on this overhead letter expire on July 1, 2026.

These rates are subject to audit verification. Our acceptance of these rates does not extend beyond contracts with the New Jersey Department of Transportation. Any other entity contracting with the firm is responsible for determining the acceptability of the overhead statement.

If you have any questions, feel free to contact Elkins Larkins at (609) 963-2364, or at elkins.larkins@dot.nj.gov.

Sincerely,

Richard Temmer

Richard Temmer
Manager, Bureau of External Audit

"IMPROVING LIVES BY IMPROVING TRANSPORTATION"

New Jersey Is An Equal Opportunity Employer • Printed on Recycled and Recyclable Paper

**FEDERAL AID AGREEMENT**Agreement No.: 2026-DT-DLA-501Contract ID: 26 70026Local Public Agency (LPA)/Subrecipient: West Orange TownshipCFDA Name and Number: Highway Planning and Construction 20.205LPA Unique Entity Identifier Number: QK38C6DQM45Contact Name and Phone Number: Deven Patel, 609-963-2008Project: Gregory Ave and Lowell Ave Safe Routes to School ProjectMunicipality: West Orange TownshipCounty: Essex

This Cost Reimbursement Agreement ("Agreement") is made as of the 17th day of March 2024, by and between the West Orange Township, having its offices at 25 Lakeside Avenue, NJ 07052 ("Subrecipient" or "Local Public Agency" ('LPA')) and the New Jersey Department of Transportation, having its offices at 1035 Parkway Avenue, Trenton, NJ 08625 ("State" or "NJDOT");

WITNESSETH

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

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

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

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

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

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



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

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

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

1. Definitions

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

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

2. Description of Project – Scope of Work

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

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



3. Agreement Contract Terms

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

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



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

4. Plans and Specifications

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

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



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

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

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

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

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

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

5. Projects Eligible for Funding Under this Agreement

5.1 Right of Way Acquisition Projects

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

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

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

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



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

5.2 Design Projects

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

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



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

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



5.3 Construction Projects

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

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



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

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

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



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

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

6. Insurance

- 6.1 Subrecipient shall maintain or cause to be maintained:

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



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

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



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

7.5 Payment Vouchers

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

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



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

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

7.6 Partial Payments

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

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

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

7.7 Consultants and Contractors

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

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

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



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

8. Conflict of Interest

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

9. Liquidated Damages

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

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



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

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

10. Audit Requirements

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

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



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

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

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

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

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

11. Inspection

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

12. Indemnification

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

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



13. No Personal Liability

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

14. Equal Opportunity

- 14.1 The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq. (PL 1975, c 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon them.
- 14.2 During the performance of this Agreement, the Subrecipient agrees that it will cause its contractor to comply with the following:
- 14.2.1 The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Division of Civil Rights/Affirmative Action setting forth provisions of this nondiscrimination clause;
- 14.2.2 The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- 14.2.3 The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Division of Civil Rights/Affirmative Action, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 14.2.4 In the hiring of persons for the performance of Project Work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired

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



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

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

15. Nondiscrimination

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

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



16. Disadvantaged Business Enterprises

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

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

17. No Oral Modifications

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

18. Notices and Demands

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

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



If to the State:

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

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

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

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

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

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

If to Subrecipient:

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

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

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



19. Partial Invalidity

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

20. Further Assurances

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

21. Subject to FHWA Regulations

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

22. Entire Agreement; Counterparts; Disputes

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

23. Choice of Law

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



24. Resolution

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

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

October 2024

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



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

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

Municipality: West Orange Township

County: Essex

Agreement Number: 2026-DT-DLA-501

Federal Project Number: F00S092

ATTEST/WITNESSED/AFFIX SEAL:

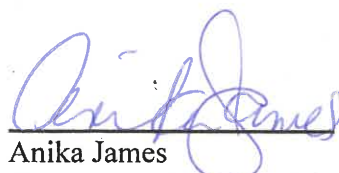
SUBRECIPIENT(LPA)


Name: Karen J. Carnevale Date: 1/20/26
Title: Municipal Clerk

By: 
Name: Susan McCartney Date: 1/20/26
Title: Mayor

ATTEST/WITNESSED/AFFIX SEAL:

NEW JERSEY DEPARTMENT OF
TRANSPORTATION


Anika James Date: 3/17/26
Department Secretary, New Jersey
Department of Transportation

By:  3/17/26
Deval Desai Date:
Director, Division of Local Aid &
Economic Development

FEDERAL AID AGREEMENT

Agreement No.: 2026-DT-DLA-501

Contract ID: 26 70026

Local Public Agency (LPA)/Sub-recipient: West Orange Township

CFDA Name and Number: Highway Planning and Construction 20.205

LPA UEI Number: QK38C6DQM45

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

Municipality: West Orange Township

County: Essex

OFFICE OF THE ATTORNEY GENERAL

The foregoing Federal Aid Agreement has been reviewed and approved as to form.

JENNIFER DAVENPORT
ACTING ATTORNEY GENERAL OF NEW JERSEY

By:  Digitally signed
by Brad Reiter
Date: 2026.02.10
10:55:45 -05'00'

Brad M. Reiter
Deputy Attorney General

Date 02/10/2026

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

**APPENDIX A****NONDISCRIMINATION**

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

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

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



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

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



APPENDIX B

CERTIFICATION OF SUBRECIPIENT

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

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

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

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

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



APPENDIX C

CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION

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

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



APPENDIX D

NJDOT CODE OF ETHICS FOR VENDORS

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

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

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

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

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

Adopted on the 16th day of December, 1987

October 2024

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



APPENDIX E

CERTIFICATION OF SUBRECIPIENT ELIGIBILITY

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

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

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

does not have a proposed debarment pending; and

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

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

Attest:

SUBRECIPIENT

[Signature]
Karen J. Carnevale, Municipal Clerk

[Signature]
Susan McCartney, Mayor

Date: January 20th, 2026



APPENDIX F

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities.

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

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

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

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

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

19-26
January 20, 2026

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

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

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

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

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

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

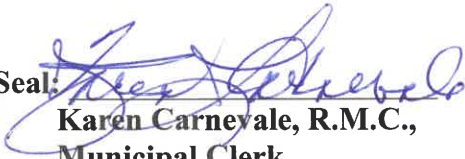
NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange that the Mayor and Clerk are authorized to execute the attached Federal Aid agreement.

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

BE IT FURTHER RESOLVED, that the NJDOT will receive an initial billing (payment voucher) from the Township for the design project no later than 3 months after the NJDOT has concurred in the award of the construction contract, and will receive subsequent billings in accordance with the terms of the agreement.

I, Karen J. Carnevale, Township Clerk, of the Township of West Orange, in the County of Essex, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Council at a meeting of the Township of West Orange held on January 20, 2026.

Attest and Affix Seal:


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


Susan Scarpa, Council President

Adopted: January 20, 2026

RIDER TO STV INCORPORATED CONTRACT

1. This Rider is an addendum to the Professional Services Agreement (“Agreement”). The Rider shall control. All other provisions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms contained in the Agreement and this Rider shall be resolved in favor this Rider.
2. Paragraph 6.1 of the Agreement is hereby deleted and replaced. There is no limitation to sue placed on the Client. This Agreement and any disputes arising under this Agreement or the performance of the services described therein shall be construed in accordance with the laws of the State of New Jersey without regard to conflict of law principles. The parties consent to the personal and subject matter jurisdiction of the Superior Court of New Jersey, Essex Vicinage for resolution of any and all claims arising out of or in connection with this Contract. The parties waive any right to a jury as to any and all issues.
3. STV will comply with and complete any documents, including pay to play disclosures, and provide same to Client prior to work beginning.
4. Payment/Work Schedule

Project must be complete in its entirety within 12 months of the date of the execution of this agreement at which time Client will pay STV in accordance with NJDOT regulations and/or requirements. During that year however, STV may submit invoices for services already rendered and billed proportionately and in accordance with Exhibit B (“Compensation Schedule”) to the Bid Proposal submitted by STV in or around October 2025.

5. Article 4 of the Agreement, “Indemnity, Liability and Insurance” is deleted and replaced with the following.

INDEMNIFICATION

STV shall defend, indemnify and hold harmless the Client, its agents, servants and administrators from and against any and all claims or actions at law, whether for personal injury, property damage or any other liability associated with the execution of the Agreement and the procurement of STV’s services associated with the same, including any costs of defense incurred by the Township and any payment, recoveries and judgment against the Township, which arise from any actions or omissions, its agents or employees in execution of the work and/or duties to be performed under the contract.

STV shall indemnify and hold harmless the Client for any claims arising from the procurement process pursuant to the Local Public Contract Law N.J.S.A. 40A:11-1 et seq. and or the pay to play laws N.J.S.A. 19:44A-1 et seq.

INSURANCE

Throughout the life of this Contract, the Construction Contractor shall pay for and maintain in full force and effect with an insurance company(s) (Company) approved by the New Jersey Department of Banking & Insurance to do business in the State of New Jersey and rated not less than "A- VIII" in Best Insurance Key Rating Guide, the following policies of insurance:

REQUIRED COVERAGES - the following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth below:

Workers' Compensation:

Provided in the State of New Jersey and elsewhere as may be required and shall include:

a) Workers' Compensation Coverage: Statutory Requirements

Where applicable, if the Construction Contractor is lending or leasing its employees to the Township for the work under this contract (e.g. crane rental with operator), it is the Construction Contractor's responsibility to provide the Workers Compensation and Employer's Liability coverage and to have their policy endorsed with the proper Alternate Employer Endorsement.

b) Commercial General Liability:

STV shall secure and maintain such insurance from insurance company authorized to write casualty insurance in the State as will protect himself, his subcontractors, and the Client from claims for bodily injury, death or property damage which may arise from operations under this Contract. STV shall not commence work under this Contract until he has obtained all insurance required under this section and until he has filed a certificate of insurance with the Client. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without ten (10) days written notice to the Client of intention to cancel. An endorsement showing the Township of West Orange to be additionally insured shall be included in all policies as follows: "The Township of West Orange, its officers, agents, servants, and employees, as their interest may appear, are covered by this policy". The amounts of such insurance shall not be less than the following:

- | | | |
|----|----------------------------|--|
| a) | Injury or death | \$1,000,000 per occurrence/
\$2,000,000 aggregate |
| b) | Property Damage | \$250,000 per occurrence/
\$500,000 aggregate |
| c) | Fire and Extended Coverage | Equal to Bid Price |
| c) | Automobile Liability: | |

When autos are used in conjunction with contracts/agreements with Township, entity's coverage must include All Owned, Hired and Non-Owned Vehicles (or "Any Auto"). If you do not have any Owned Vehicles, you are still required to maintain coverage for Hired and Non-Owned Vehicles as either a standalone policy or endorsed onto the Commercial General Liability policy above (CA 0001). Minimum limits of liability:

- | | | |
|----|-----------------|-------------------------|
| a) | Injury or death | \$1,000,000 occurrence/ |
|----|-----------------|-------------------------|

- | | | |
|----|--|--|
| | | \$2,000,000 aggregate |
| b) | Property Damage | \$250,000 occurrence/
\$500,000 aggregate |
| c) | Contractor general liability
Including completed operations | \$1,000,000 occurrence/
\$2,000,000 aggregate |

All coverages shall be in a form and with insurers acceptable to Client.

STV shall ensure that insurance policies are endorsed to provide at least thirty (30) days written notice to Client prior to any material change or cancellation of coverage.

STV, prior to commencing any work, shall submit for review and approval, Certificates of Insurance to Client evidencing compliance with the above requirements.

Certificate of Insurance shall also list the Township of West Orange as additionally insured.

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

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN CARNEVALE,
MUNICIPAL CLERK

BY: _____
SUSAN McCARTNEY,
MAYOR

ATTEST:

STV INCORPORATED

[Print Name]

BY: _____
[Print Name]

R E S O L U T I O N

WHEREAS, on November 26, 1996 the Township of West Orange adopted Ordinance No. 1421-96 which authorized the Township to reimburse qualified private communities for the yearly cost of snow removal commencing with 1995; and

WHEREAS, there is attached hereto a report of the Business Administrator, recommending reimbursement for 2025 snow removal costs to twenty (21) qualified private communities which are condominiums or cooperatives in accordance with the formula for reimbursement set forth in Ordinance No. 1421-96 and codified as West Orange Revised General Ordinance No. 2-73 or in accordance with an Agreement between the private Community and the Township; and

WHEREAS, the Township of West Orange wishes to reimburse said qualified communities as set forth in the aforementioned report of the Business Administrator.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the qualified private communities listed on the attached report of the Business Administrator Peter F. Smeraldo, Jr., be reimbursed, as set forth therein, for 2025 Snow Removal Costs.

BE IT FURTHER RESOLVED that the Township Business Administrator and/or Comptroller issue the appropriate checks to comply with this Resolution as soon as is feasible.

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

Susan Scarpa, Council President

Adopted: April 28, 2026

I hereby certify funds are available from Account No. 01-2010-00-7502-114

John Ditinyak, Chief Financial Officer

**2025 SNOW REMOVAL REIMBURSEMENT
TO QUALIFIED PRIVATE COMMUNITIES
PROVIDING SNOW REMOVAL
FOR STREETS AND ROADS**

Private Community	Road Length		Percent of Township	Amount to Be Reimbursed
	L.F.	Miles		
Llewellyn Park *	47,520	8.600	9.1005%	\$120,818.20
The Woodlands	4,450	0.843	0.8919%	\$12,294.46
Eagle Rock Cooperative	550	0.104	0.1102%	\$1,519.54
West Essex Highlands	13,167	2.494	2.6389%	\$36,377.78
Crystal Woods	5,275	0.999	1.0572%	\$14,573.77
Eagle Ridge	13,135	2.488	2.6325%	\$36,289.37
Essex Green Villas	1,800	0.341	0.3608%	\$4,973.04
Hilton Head North	600	0.114	0.1203%	\$1,657.68
Hilltop Villas	1,300	0.246	0.2605%	\$3,591.64
Crown View Manor	1,800	0.341	0.3608%	\$4,973.04
Briar Hill Villas	1,000	0.189	0.2004%	\$2,762.80
Scenic Hills	8,985	1.702	1.8007%	\$24,823.75
Carriage House Condominium	700	0.133	0.1403%	\$1,933.96
Crestmont Gardens	600	0.114	0.1203%	\$1,657.68
Llewellyn Gates Associates	1,200	0.227	0.2405%	\$3,315.36
Normandie Estates	1,425	0.270	0.2856%	\$3,936.99
Forest Creek	1,391	0.263	0.2788%	\$3,843.05
Crown View Villas	1,425	0.270	0.2856%	\$3,936.99
The Point at Crystal Lake	5,600	1.061	1.1223%	\$15,471.68
Bel Air	13,390	2.536	2.6836%	\$36,993.89
The Vizcaya	2,369	0.449	0.4748%	\$6,545.07
TOTALS		23.782	25.1663%	\$342,289.74

TOTAL TOWNSHIP MILES

94.5

Township Snow Removal Costs for 2025 =

\$1,378,526.46

Notes:

Amounts to be reimbursed = % of Township Roads x Township Road Cost

*Llewellyn Park reduced by \$4,635 reflecting cost of road salt supplied (average of 5 tons X 15 events)

*Township of West Orange, NJ
Wednesday, April 22, 2026*

Chapter 2. Administration

Article X. Administrative Policies and Procedures

§ 2-73.3. Procedure for Reimbursement.

[Ord. No. 1421-96 § 3]

- a. If a qualified private community wishes to be reimbursed for the cost of removing snow, ice and other obstructions from its roads and streets it must enter into a written reimbursement agreement with the Township of West Orange in a form prepared by the Township Attorney's office.
- b. All requests to enter into a written reimbursement agreement must be made in writing to the Business Administrator on a form provided by the Township.
- c. A written reimbursement agreement shall be prepared and properly executed by the Mayor on behalf of the Township and by the duly authorized representatives of the qualified private community no later than 30 days from the date the Township receives a written request to enter into a reimbursement agreement.

RESOLUTION

WHEREAS, in March 2026, 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 seven (7) 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 April 9, 2026 the Township received six (6) bids in response to the Specifications, including the lowest bid submitted in the amount of **\$79,000.00** and **\$125.00** per tree to install deer fencing and **\$250.00** per tree to install root barriers from:

DOWNES TREE SERVICE CO. INC.

65 ROYAL LANE

HAWTHORNE, NJ 07506

(“Downes”); and

WHEREAS, the Shade Tree Expert wishes to award said contract in the amount of not to exceed **\$144,625.00**; 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 Downes 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 Downes, 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

Susan Scarpa, Council President

Adopted: April 28, 2026

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

John C. Ditinyak, Chief Financial Officer

Tree Planting Re Bid

Results/Plan Holders List

Due: April 9, 2026 at 11:00AM

Green Valley Landscape Design and Maintenance LLC

NO BID

363 Eagle Rock Ave

Roseland NJ 07068

201 341-6874

patrick@greenvalleynj.com

Diaz Nurseries

NO BID

114 Valley Station Rd

Bethlehem Township, NJ 08802

908-391-1471

Trees@gmail.com

SJC Lawncare Inc

305 Elizabeth Ave

Cranford, NJ 07016

office@sjclawncare.com

\$625.00 PER TREE \$125,000.00 TO
PLANT 200 TREES

\$200.00 ROOT BARRIER PER TREE

\$150.00 DEER FENCING PER TREE

Frank Galbraith & Son Excavation and Demolition

LLC NO BID

831 Raritan Rd

Scotch Plains, NJ 07076

Office.galbraith@gmail.com

Cerbo's Nurseries

440 Littleton Rd

Parsippany, NJ 07054

\$495.00 PER TREE \$99,000.00 TO
PLANT 200 TREES

\$495.00 ROOT BARRIER PER TREE

NO BID DEER FENCING PER TREE

Louis Barbato Landscaping, Inc
1600 Railroad Ave
Holbrook, NY 11741
barbatolandscape@aol.com

\$507.93/\$507.94 PER TREE
\$101,587.00 TO PLANT 200 TREES

\$20.00 ROOT BARRIER PER TREE
PER 2 FT

\$75.00 DEER FENCING PER TREE

The Shauger Group
429 Dodd St
East Orange, NJ 07017
lsphale@shauger.com

\$650.00 PER TREE \$130,000.00 TO
PLANT 200 TREES

\$50.00 ROOT BARRIER PER TREE

\$100.00 DEER FENCING PER TREE

Turco Turf, Inc
430 Montclair Ave
Pompton Lakes, NJ 07442
amanda@grasskeepers.net

NO BID

Tuff Greens
973-983-0640
georgesmittejr@tuffgreens.com

NO BID

D'Onofrio & Son Inc.
47 Van Ness Terr
Maplewood, NJ 07040
donofriolandscaping@comcast.net

\$625.00 PER TREE \$125,000.00 TO
PLANT 200 TREES

\$625.00 ROOT BARRIER PER TREE

\$175.00 DEER FENCING PER TREE

Downes Tree Service
65 Royal Ave
Hawthorne, NJ 07506
973-238-9800

\$395.00 PER TREE \$79,000.00 TO
PLANT 200 TREES

\$250.00 ROOT BARRIER PER TREE

\$125.00 DEER FENCING PER TREE

**A RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR THE PURCHASE
STACK SERVER TO SHI INTERNATIONAL THROUGH THE NEW JERSEY COOPERATIVE
PURCHASING ALLIANCE**

WHEREAS, the Township of West Orange has the need to replace the current stack server which is at its end-of-life period of 7 years that serves all internal non-uniform network services; network domain Controller, SQL server databases, employee home data folders, employee file server, network backup servers, network applications both current and legacy systems, a web server, and print server; and

WHEREAS, SHI International of Somerset, NJ has submitted a quote in the amount of \$154,619.28 that was presented to the IT Department; and

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

WHEREAS, the services as set forth in the Proposal submitted by SHI International will be procured through the Bergen County Cooperative Pricing System (New Jersey Cooperative Purchasing Alliance) via Contract No. CK04, subcontract 24-38 Computer Equipment and Peripherals; and

WHEREAS, the Township of West Orange is a member of the Bergen County Cooperative Pricing System; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract; and

NOW THEREFORE, BE IT RESOLVED, that the Council for the Township of West Orange, County of Essex, State of New Jersey award the contract to SHI International at an amount not to exceed \$154,619.28; and

BE IT FURTHER RESOLVED, that SHI International shall provide any and all compliance information requested by the Township of West Orange Office of Purchasing; and

BE IT FURTHER RESOLVED, that the Mayor, Town Administrator, or their designee are hereby authorized to execute any documents regarding the awarding of this contract, or take any action necessary to effectuate the spirit and purpose of this resolution.

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

Susan Scarpa, Council President

Adopted: April 28, 2026

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

John C. Ditinyak, Chief Financial Officer



Pricing Proposal

Quotation #: 27387800

Created On: 4/8/2026

Valid Until: 4/21/2026

133-26

Description:

DELL

NJ-Township of West Orange

Mauricio Garcia

66 Main Street

West Orange, NJ 07052

United States

Phone: (973) 325-4217

Email: mgarcia@westorange.org

Inside Account Executive

Alejandro Cortes

300 Davidson Avenue

Somerset, NJ 08873

Phone: 800-527-6389 EXT 652-0307

Email: alejandro_cortes@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	PowerVault ME5212 - Intel Xeon Processor - Host interface: FC, iSCSI (optical or BaseT), SAS, Disk expansion protocol: 12Gb SAS Dell - Part#: 210-BPQN Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Note: In stock, 1-2 weeks	1	\$807.02	\$807.02
2	12Gb SAS 8 Port Dual Controller, ME52xx 2U Dell - Part#: 403-BDPC Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Note: In stock, 1-2 weeks	1	\$4,636.72	\$4,636.72
3	Rack Rails 2U Dell - Part#: 770-BECR Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Note: In stock, 1-2 weeks	1	\$27.65	\$27.65
4	ME Series 2U Bezel Dell - Part#: 325-BDDO Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Note: In stock, 1-2 weeks	1	\$23.46	\$23.46
5	Power Supply 580W Redundant WW Dell - Part#: 450-ALXL	1	\$120.11	\$120.11

Contract Name: New Jersey Cooperative Purchasing Alliance

Contract #: CK04

Subcontract #: 24-38

Note: In stock, 1-2 weeks

6	Dell ME5012 Shipping Dell - Part#: 340-DCFR Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38	1	\$27.65	\$27.65
7	Dell PowerVault ME Series 2U-12 CE Marking Dell - Part#: 389-EERU Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38	1	\$0.00	\$0.00
8	Dell Hardware Limited Warranty Dell - Part#: 719-6849 Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Note: ESD	1	\$0.00	\$0.00
9	ProSupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years Dell - Part#: 719-6866 Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Note: ESD	1	\$983.28	\$983.28
10	ProSupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 2 Years Extended Dell - Part#: 719-6870 Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Note: ESD	1	\$1,448.38	\$1,448.38
11	ProSupport Plus Mission Critical 7x24 Technical Support and Assistance 5 Years Dell - Part#: 719-6871 Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Note: ESD	1	\$2,388.09	\$2,388.09
12	Thank you for choosing Dell ProSupport Plus. For tech support visit dell official sites. Dell - Part#: 951-2015 Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Note: ESD	1	\$0.00	\$0.00

13	Dell Limited Hardware Warranty Extended Year(s) Dell - Part#: 975-3461 Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Note: ESD	1	\$0.00	\$0.00
14	ProDeploy Storage ME 5XXX 2U Dell - Part#: 891-5179 Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Note: In stock, 1-2 weeks	1	\$4,005.30	\$4,005.30
15	Hard Drive Blank Filler 3.5 Dell - Part#: 400-ABSK Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Note: In stock, 1-2 weeks	2	\$3.07	\$6.14
16	3.84TB SSD SAS ISE Read Intensive up to 24Gbps 512e 2.5in with 3.5in HYB CARR AG Drive Dell - Part#: 345-BEMK Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Note: In stock, 1-2 weeks	10	\$5,885.43	\$58,854.30
17	12Gb HD-Mini to HD-Mini SAS Cable 2M Dell - Part#: 470-ABNN Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Note: In stock, 1-2 weeks	2	\$46.38	\$92.76
18	C13 to C14 PDU Style 10 AMP 6.5 Feet (2m) Power Cord Dell - Part#: 450-AADY Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Note: In stock, 1-2 weeks	1	\$3.07	\$3.07
19	C13 to C14 PDU Style 10 AMP 6.5 Feet (2m) Power Cord Dell - Part#: 450-AADY Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Note: In stock, 1-2 weeks	1	\$3.07	\$3.07
20	Powercord 125 Volt 15Amp 10 Foot C13 to NEMA 5-15 Dell - Part#: 450-AAME	1	\$5.59	\$5.59

Contract Name: New Jersey Cooperative Purchasing Alliance

Contract #: CK04

Subcontract #: 24-38

Note: In stock, 1-2 weeks

21	Powercord 125 Volt 15Amp 10 Foot C13 to NEMA 5-15 Dell - Part#: 450-AAME Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Note: In stock, 1-2 weeks	1	\$5.59	\$5.59
22	12Gb HD-Mini SAS4 Cable 2m Customer Kit Dell - Part#: 470-ABDR Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Note: In stock, 1-2 weeks	2	\$53.05	\$106.10
23	PowerEdge R670 Dell - Part#: 3000201170573.3 Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38	2	\$40,537.50	\$81,075.00
			Total	\$154,619.28

Additional Comments

Note: The New Jersey Cooperative Purchasing Alliance is a Service of the County of Bergen, County Executive James J. Tedesco III and the Board of Commissioners

Please send vouchers to 290 Davidson Ave, Somerset NJ 08873

Dell has a no-returns policy on all hardware products. If an item is DOA, missing, wrong, or visibly damaged in transit, SHI must be notified within 20 days.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Maximize your technology's lifecycle with SHI's services to recover, redeploy, remarket, and recycle your devices. For more information, contact AssetRecoveryServices@SHI.com

Due to ongoing global component shortages affecting memory, storage, and other critical hardware, OEMs have implemented updated policies allowing for price adjustments up until the time of shipment. Accordingly, quoted prices and lead times are subject to change prior to shipment. We remain committed to keeping you informed of any changes and will communicate promptly as updates occur.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

**AN ORDINANCE AMENDING CHAPTER 25, "LAND USE REGULATIONS,"
SECTION 47.5, "ORGANIZATION," OF THE REVISED GENERAL ORDINANCES
OF THE TOWNSHIP OF WEST ORANGE TO PERMIT SUCCESSIVE TERMS
AS CHAIRPERSON AND VICE-CHAIRPERSON**

WHEREAS, The Mayor and Council of the Township of West Orange (the "Township"), have an interest in the efficient administration of government services; and

WHEREAS, pursuant to N.J.S.A. 40:48-1, the governing body of a municipality may make, amend, repeal, and enforce such other ordinances, regulations, rules and by-laws not contrary to the laws of this State or Federal Government, as it may deem necessary and proper for the good of government, order and protection of person and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants, and as may be necessary to carry into effect the powers and duties conferred and imposed by this subtitle, or by any law; and

WHEREAS, Section 25-47.5 of the Revised General Ordinances of the Township of West Orange (the "Township Code") currently states that members of the Township of West Orange Zoning Board of Adjustment (the "Board") may not serve successive terms as Chairperson and Vice-Chairperson; and

WHEREAS, the positions of Chairperson and Vice-Chairperson require a working knowledge of Municipal Land Use Law and other complex rules and regulations; and

WHEREAS, extensive experience, professionalism and familiarity with Board procedures, local residents and conditions and Township day-to-day operations are essential for Board Chairpersons and Vice-Chairpersons to lead an effective Zoning Board of Adjustment; and

WHEREAS, the members of the Zoning Board of Adjustment and Township Council wish to eliminate this provision so as to allow successive terms of Board Chairpersons and Vice-Chairpersons.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, being the governing body thereof, that Section 47.5, "Organization," of Chapter 25, "Land Use Regulations," shall be amended as follows.

Section 1. RECITALS. The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

Section 2. Chapter 25, "Land Use Regulations," Section 47.5, "Organization," shall be amended as follows.

§ 25-47.5 Organization

1. Section 25-47.5(a) of the Township Code is revised to reflect the following:

a. The Zoning Board of Adjustment shall elect a Chairperson and Vice-Chairperson from its members. Each shall serve in such capacity for one year, dated from January 1 of the calendar year in which elected.

Section 3. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to this end the provisions of this Ordinance are severable. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

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

Susan McCartney, Mayor

Susan Scarpa, Council President

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

INTRODUCED: March 10, 2026

ADOPTED: April 28, 2026



TOWNSHIP OF WEST ORANGE
66 MAIN STREET, WEST ORANGE, N.J. 07052

Department of Planning and Development

SUSAN McCARTNEY
Mayor

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JAMILET BAQUERIZO VITE
Planning Board Secretary

Dr. Robert Bagoff, Chairman
Jerry Guarino, Vice-Chairman
Mayor Susan McCartney
Council President Susan Scarpa
Ken Alper
William B. Wilkes II
Lee D. Klein, PE PTOE
Christopher Morgan, Sr
Frank Noborine.
John Cardoza (Alternate #1)
Lori Kapferer (Alternate #2)

Diana P. McGovern, Esq., Board Attorney
John J. Hess, PE, PP, Consulting Engineer
Zayibeth Carballo, PE, Township Engineer
Heyer, Gruel & Associates, Consulting Planners
Matrix New World Engineering, Consulting Engineer
Geniece Gary-Adams, Director of Planning and Development/Zoning Official

Mayor and Township Council
 (SMccartney@westorange.org; Council@westorange.org)
 Municipal Building
 66 Main Street
 West Orange, New Jersey 07052

RE: Proposed Amendment to Land Use Regulations, Section 25-47.5 (2955-26)
 Permitting Successive Terms and Chairperson and Vice-Chairperson of Zoning Board
 Dear Mayor McCartney, Council President Scarpa, and Council Members:

Pursuant to N.J.S.A. 40:55D-64 and 40:55D-26, the Township of West Orange Planning Board (the "Board") has evaluated the Proposed Ordinance Amending and Supplementing Chapter 25, Land Use Regulations, Section 25-47.5, permitting successive terms as chairperson and vice chairperson for the Zoning Board. (A copy is enclosed hereto.) After reviewing the proposed Ordinance and conferring with the Township's Planner at the Board's April 15, 2026, Regular Meeting, provides the following comments and conclusions.

The Board notes that the Municipal Land Use Law at N.J.S.A. 40:55D-26a states:

Prior to the adoption of a development regulation, revision, or amendment thereto, the planning board shall make and transmit to the governing body, within 35 days after referral, a report including identification of any provisions in the proposed development regulation, revision or amendment which are inconsistent with the master plan and recommendations concerning these inconsistencies and any other matters as the board deems appropriate. The governing body, when considering the adoption of a development regulation, revision or amendment thereto, shall review the report of the planning board and may disapprove or change any

recommendation by a vote of a majority of its full authorized membership and shall record in its minutes the reasons for not following such recommendation.

The current ordinance states:

- a. The Zoning Board of Adjustment shall elect a Chairperson and Vice-Chairperson from its members. Each shall serve in such capacity for one year, dated from January 1 of the calendar year in which elected. Members may not be elected to successive terms as Chairperson and Vice-Chairperson.

The Township Council introduced the proposed ordinance (2955-26) at its March 10, 2026 meeting. The proposed amendment to the ordinance seeks to eliminate the restriction that members may to be elected to successive terms as Chairperson and Vice-Chairperson.

The Board finds that the proposed amendment is consistent with the Master Plan.

The Board also recommends that the current ordinance pertaining to the Planning Board §25-46.5, also be amended to eliminate the limitation on successive terms of the Planning Board Chairperson and Vice-Chairperson. Specifically, §25-46.5 states:

- a. The Planning Board shall elect a Chairperson and Vice-Chairperson from the members of Class IV, each to serve in such capacity for one year dating from January 1 of the calendar year in which elected. Individual Class IV members may not be elected to successive terms as Chairperson and Vice-Chairperson.

It is the Board's opinion that the above recommended change to the current ordinance pertaining to the Planning Board Chairperson and Vice-Chairperson terms is consistent with the Master Plan and also should be consistent with the ordinance pertaining to the Zoning Board of Adjustment.

Very truly yours,

Dr. Robert Bagoff, D.M.D.
Chair, Township of West Orange Planning Board

CC: Diana Powell McGovern, Esq. (Via email)
Mark Semeraro, Esq. (Via email)

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7,
TRAFFIC, SUBSECTION 7-29.1, SPEED LIMITS IN GENERAL, OF THE
REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE**

WHEREAS, The Township Council of the Township of West Orange (the “Township”), have an interest in the efficient administration of government services and protecting and advancing the public health and safety; and

WHEREAS, pursuant to N.J.S.A. 40:48-1, the governing body of a municipality may make, amend, repeal, and enforce such other ordinances, regulations, rules and by-laws not contrary to the laws of this State or Federal Government, as it may deem necessary and proper for the good of government, order and protection of person and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants, and as may be necessary to carry into effect the powers and duties conferred and imposed by this subtitle, or by any law; and

WHEREAS, the Township Council of the Township of West Orange, finds it in the interest of public safety to establish Speed Limits on Mount Pleasant Avenue (CR 660 and CR 577) of 25 miles per hour for the stretch of road between Prospect Avenue and Gregory Avenue, and 35 miles per hour for the stretch of road between Gregory Avenue and Main Street; and

WHEREAS, pursuant to N.J.S.A.39:4-98(b) 1 & 2, the Township desires to amend Chapter 7, “Traffic,” Section 29.1, “Speed Limits in General,” of the Township Municipal Code to change the posted Speed Limit on Mount Pleasant Avenue (CR 660 and CR 577); and

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

Section 1. Recitals. The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

Section 2. Subsection 7-29.1, “Speed Limits in General,” of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows:

Note: Additions are shown in **bold and underline** and deletions are shown as ~~striketrough~~.

<u>Name of Street</u>	<u>Direction</u>	<u>Speed Limit</u>	<u>Location</u>
<i>Mount Pleasant Avenue</i>	<i>Both</i>	<i>25 mph</i>	<i>From Prospect Avenue to Jones Place</i>

Mount Pleasant Avenue
(CR 577)

Both

25 mph

From Prospect
Avenue to Gregory
Avenue

Mount Pleasant Avenue
(CR 660)

Both

35 mph

From Gregory
Avenue to Main
Street

Section 3. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to this end the provisions of this Ordinance are severable. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 4. This Ordinance is subject to the consent, by Resolution, of the Essex County Commissioners, and shall take effect upon final passage and publication in accordance with the law.

NOTICE

NOTICE IS HEREBY GIVEN, that the above Ordinance was introduced and passed on first reading at the regular meeting of the Township Council of the Township of West Orange, County of Essex, State of New Jersey held in the Municipal Building on the 28th day of April, 2026, and the same came up for final passage at the regular meeting of the Township Council held on the 12th day of May, 2026, at which time, after persons interested were given the opportunity to be heard concerning said Ordinance, the same was passed and will be in full force and effect in the Township of West Orange after approval by the Mayor or in accordance with law.

Susan McCartney, Mayor

Susan Scarpa, Council President

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

Introduced: April 14, 2026

Adopted: April 28, 2026

Legislative History

The Ordinance, which amends the Traffic Regulations of the Township, establishes a Speed Limit of 25 miles per hour (mph) on Mount Pleasant Avenue, between Prospect Avenue and Gregory Avenue, and establishes a 35 miles per hour (mph) limit between Gregory Avenue and Main Street. These changes are implemented at the request of the Essex County Engineer prior to the installation of new speed limit signs. The Municipal Engineer, in conjunction with and having the support of the West Orange Chief of Police agreed upon the 35MPH limit from Gregory Avenue to Main Street based on the review of data on vehicular speeds and vehicular volumes along Mount Pleasant Avenue and crash data. The Municipal Engineer has determined that the criteria of the New Jersey Department of Transportation and N.J.S.A. 39:4-98(b) 1 & 2 were met to establish these Speed Limits.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, “TRAFFIC,”
SECTION 32.2, “RESTRICTED PARKING ZONES,” OF THE MUNICIPAL CODE
OF THE TOWNSHIP OF WEST ORANGE**

WHEREAS, The Mayor and Council of the Township of West Orange (the “Township”), have an interest in the efficient administration of government services; and

WHEREAS, pursuant to N.J.S.A. 40:48-1, the governing body of a municipality may make, amend, repeal, and enforce such other ordinances, regulations, rules and by-laws not contrary to the laws of this State or Federal Government, as it may deem necessary and proper for the good of government, order and protection of person and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants, and as may be necessary to carry into effect the powers and duties conferred and imposed by this subtitle, or by any law; and

WHEREAS, N.J.S.A. 39:4-197.7 authorizes the restricted parking zones for use by residents with disabilities; and

WHEREAS, the Township desires to amend Chapter 7, “Traffic,” Section 32.2, “Restricted Parking Zones,” of the Township Municipal Code to add additional restricted zones for use by residents with disabilities and removing restricted zones no longer needed; and

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, being the governing body thereof, that Section 32.2, “Restricted Parking Zones,” of Chapter 7 “Traffic,” shall be amended as follows.

Section 1. RECITALS. The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

Section 2. Chapter 7, “Traffic,” Section 32.2, “Restricted Parking Zones,” is hereby amended to incorporate the following changes:

Note: Additions are shown in **bold and underline** and deletions are shown as ~~striketrough~~.

§ 7-32.2 Restricted Parking Zones

<u>Residence Address</u>	<u>No. of Spaces</u>	<u>Location</u>
<u>8 McKinley Avenue</u>	<u>1</u>	<u>Beginning 280 feet west of the westerly curb line of Main Street, and extending 20 feet west.</u>
<u>30 Park Terrace</u>	<u>1</u>	<u>Beginning 443 feet west of the westerly curb line of Main Street, and extending 20 feet west.</u>

~~9 Cross Street (2551-18)~~

~~±~~

~~Beginning 109 feet south of the
southern curb line of Hazel Avenue,
and extending 19 feet south.~~

~~111 Chestnut Street (2693-22)~~

~~±~~

~~Beginning 214 feet west of the
point of the westerly curb line of
Orange Place extended, and
extending 22 feet west.~~

Section 3. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to this end the provisions of this Ordinance are severable. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

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

NOTICE

NOTICE IS HEREBY GIVEN, that the above Ordinance was introduced and passed on first reading at the regular meeting of the Township Council of the Township of West Orange, County of Essex, State of New Jersey held in the Municipal Building on the 28th day of April, 2026, and the same came up for final passage at the regular meeting of the Township Council held on the 12th day of May, 2026, at which time, after persons interested were given the opportunity to be heard concerning said Ordinance, the same was passed and will be in full force and effect in the Township of West Orange after approval by the Mayor or in accordance with law.

Susan McCartney, Mayor

Susan Scarpa, Council President

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

Introduced: April 14, 2026

Adopted: April 28, 2026

LEGISLATIVE HISTORY

This Ordinance amends and supplements Chapter 7 Traffic, Subsection 32.2 Restricted Parking Zones of the Revised General Ordinances. Restricted Parking Stalls will be established in front of 8 McKinley Avenue and 30 Park Terrace for the exclusive use of the residents who are in possession of a NJMVC Disability ID and Parking Placard. These Stalls were requested by the residents of each location and are permissible under NJ Statutes Annotated (N.J.S.A.) 39:4-197.7. Parking is permitted in the restricted parking zone except when prohibited by other sections of Chapter 7 of the Revised General Ordinances. Additionally, two Restricted Parking Stalls will be removed from in front of 111 Chestnut Street and 9 Cross Street because the residents have moved and they are no longer required.

**CALENDAR YEAR 2026 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET
APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14)**

WHEREAS, the Local Government Cap Law, N.J.S.A. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 2.0% a unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Township Council of the Township of West Orange in the County of Essex finds it advisable and necessary to increase its CY 2026 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Township of West Orange hereby determines that a 3.5% increase in the budget for said year, amounting to \$1,210,791.70 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS, the Township of West Orange hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget, shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2026 budget year, the final appropriations of the Township of West Orange shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$2,825,180.63 and that the CY 2026 municipal budget for the Township of West Orange be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

This ordinance shall take effect after its final passage and publication in accordance with the law.

SUSAN MCCARTNEY, MAYOR

**SUSAN SCARPA
COUNCIL PRESIDENT**

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

INTRODUCED: April 28, 2026

ADOPTED: May 12, 2026

Ordinance Commentary – John Ditinyak – Chief Financial Officer

On an annual basis, the Division of Local Government Services promulgates a Cost-of-Living Adjustment “COLA” between 0% and 3.5% on prior year appropriations inside of the Budget CAP. For 2026, the COLA is 2.0%. By passing this ordinance, the Township can increase the in-CAP appropriations to 3.5%. The Township needs the 3.50% along with previously banked unused appropriation calculation to meet the proposed increase to in-CAP appropriation.