

1. Conference Meeting Agenda

Documents:

[CA11.13.18.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 11.13.18.PDF](#)

3. Resolution(S)

3.I. 250-18

Documents:

[250-18 AUTHORIZING HELICOPTER LANDING AT MONTCLAIR GOLF CLUB
FOR SANTA ARRIVAL 2018.PDF](#)

3.II. 251-18

Documents:

[251-18.PDF](#)
[251-18 ATTACHMENT.PDF](#)

3.III. 252-18

Documents:

[252-18 AUTHORIZING APPLICATION FOR REMEDIATION FUNDS FROM
HDSRF - 8-10 CENTRAL AVENUE.PDF](#)
[252-18 EXHIBIT - MATRIX TO PREPARE HDSRF GRANT APPLICATION FOR
8-10 CENTRAL AVENUE.PDF](#)

3.IV. 253-18

Documents:

[253-18 AUTHORIZING VARIOUS AGREEMENTS FOR SENIOR CITIZEN
PROGRAMS - 2018.PDF](#)
[253-18 EAGLE ROCK SENIOR CITIZENS.PDF](#)
[253-18 JCC COUNCIL OF SENIOR CITIZENS.PDF](#)
[253-18 PLEASANTDALE SENIOR CITIZENS.PDF](#)
[253-18 PRIME TIMERS.PDF](#)

3.V. 254-18

Documents:

[254-18 RAFFLE LICENSES 11.13.18.PDF](#)

3.VI. 255-18

Documents:

[255-18 REPLACEMENT - UNDERGROUND STORAGE TANKS.PDF](#)
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3.VII. 256-18

Documents:

[256-18 OBTAINING SERVICES OF MANAL BABA.PDF](#)
[256-18 ATTACHMENT - SITE REMEDIATION.PDF](#)

3.VIII. 257-18

Documents:

[257-18 AUTHORIZING NJ STATE COOP CONTRACT TO WINNER FORD 2018.PDF](#)
[257-18 EXHIBIT A FORD F250 TRUCK CONTRACT A88726.PDF](#)

3.IX. 258-18

Documents:

[258-18 EXECUTIVE SESSION 11.13.18.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2555-18

Documents:

[2555-18 ORDINANCE PARKING LOTS 13 AND 16.PDF](#)

5. Ordinances On First Reading

5.I. 2556-18

Documents:

[2556-18 BOND ORDINANCE 11.13.18.PDF](#)

CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street, West Orange, NJ

Tuesday, November 13, 2018

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on October 25, 2017 and published in the West Orange Chronicle on November 2, 2017.

Roll Call – Councilwoman Casalino, Councilman Cirilo, Councilman Guarino, Councilman Krakoviak, Council President McCartney (Mayor Parisi)

=====

6:30 P.M

- **Mayor's Proclamation – Pancreatic Awareness Month – Todd Cohen**
- **Best Practices Survey**
- **Update – Redevelopment**
- **Council Liaison Announcements**

7:00 P.M.

- **Public Meeting**

PUBLIC MEETING AGENDA-REVISED

**Township of West Orange
66 Main Street – 7:00 p.m.
November 13, 2018**

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on October 25, 2017 and published in the West Orange Chronicle on November 2, 2017.

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 Cirilo, Councilman Guarino,
Councilman Krakoviak, Council President McCartney (Mayor Parisi)**

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting – Public Meeting and Executive Session October 30, 2018**
- 5. *Report of Township Officers – None**
- 6. *Reading of Petitions and Communications and Bids – None**
- 7. *Bills**
- 8. *Resolutions**
 - a. 250-18 Resolution Stating No Objection to the Montclair Golf Club at Rock Spring's Issuance of a License for Use of a Helicopter to Deliver Santa Claus (Legal-Moon)
This resolution would state that the Township Council does not object to the Montclair Golf Club at Rock Spring's application for a temporary license to the New Jersey Department of Transportation. A temporary license is needed in order for the Rock Spring Club to have a helicopter land at the club property to deliver Santa Claus to club members and their guests in attendance for a holiday celebration on December 16, 2018 at approximately 1:30 p.m.
 - b. 251-18 Resolution in Support of the New Jersey Department of Transportation Designating State Highway No. 10, Mt. Pleasant Avenue, as a School Zone between the Livingston Township-West Orange Township Corporate Line and Kelly Drive/Merklin Avenue, milepost 21.67 to 21.87 (Lepore)
The following speed limits along a portion of State Highway No. 10, Mt. Pleasant Avenue, in the Township of West Orange for both directions of traffic will be as follows, 40 miles per hour between the Livingston Township-West Orange Township corporate line and Kelly Drive/Merklin Avenue, except for 25 miles per hour when passing through the Liberty Middle School Zone (milepost 21.67 to 21.87) during recess or while children are going to or leaving school, during opening or closing hours.

- c. 252-18 Resolution Authorizing the Township to Retain Matrix New World to Apply for a HDSRF Grant Application for the Recently Acquired Property at 8-10 to Fund the Preliminary Assessment and Site Investigation at the Property (Legal-Moon)
- d. 253-18 Resolution Authorizing the Agreements to the Pleasantdale Senior Citizens, (2) JCC Council Senior Citizens, (3) Eagle Rock Senior Citizens, and (4) Prime Timers for the Provisions of Recreational, Educational, Informational and Social Services to the Senior Citizens of the Township of West Orange (DeNova)
- e. 254-18 Resolution Authorizing the Issuance of Raffle/Bingo Licenses (Clerk)
- f. 255-18 Resolution Authorizing the that a contract for underground storage tank removal, contaminated soil removal and replacement and above ground storage tank installation be awarded to T. Slack Environmental Services, Inc., 180 Market Street, Kenilworth, New Jersey 07033 in the amount of \$138,997.00 in accordance with their proposal dated October 10, 2018 based on pricing under the Bergen County Cooperative Purchasing Contract No. 18-08.
- g. 256-18 Resolution Authorizing a Professional Services Contract be Awarded to CME Associates, 3759 Highway 1 South, Suite 100, Monmouth Junction, New Jersey 08852, Manal Baba, LSRP, to Provide Professional Services Associated with the Remediation of Contaminated Soil and Groundwater at the Public Works Building, 25 Lakeside Avenue from a Former Leaking Underground Storage Tank in Accordance with their Proposal dated November 6, 2018 for a Fee NTE \$59,500.00 (Lepore)
- h. 257-18 Resolution Authorizing the Purchase of One 2019 Ford F250 Extended Cab Pickup Truck through the New Jersey State Contract #A88726, T2100 (DeSantis)
- i. 258-18 Resolution Authorizing an Executive Session – Resolution Authorizing a Settlement Agreement in a Matter Sealed by the Court (Legal Moon)

9. Ordinances on Second and Final Reading

- a. 2555-18 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-37.1b Municipal Parking Yards; Metered Parking, Permit Parking, Time Limited Parking, and 7-23.1 Turns Restricted of the Revised General Ordinances of the Township of West Orange (Lepore)

10. Ordinances on First Reading

- a. 2556-18 Bond Ordinance Providing for the Local Unit's Allocable Share of Capital Improvement Projects for the Joint Meeting of Essex and Union Counties, by and in the Township of West Orange, in the County of Essex, State of New Jersey, Appropriating \$1,570,000 Therefor and Authorizing the Issuance of \$1,570,000 Bonds or Notes to Finance the Cost Thereof (Gross)

11. Pending Matters/New Matters/Council Discussion

12. ABC Hearing - None

13. Adjournment

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

Agenda is subject to change.

RESOLUTION

WHEREAS, for many years the Montclair Golf Club at Rock Spring (“the Club”), located at 90 Rock Spring Road, West Orange, New Jersey 07052, has arranged for a small helicopter to land on the grounds of the Club to deliver Santa Claus to Club members and their guests in attendance for a holiday celebration; and

WHEREAS, this year’s annual Santa Claus event is scheduled for **Sunday, December 16, 2018** at approximately 1:30 p.m.; and

WHEREAS, Santa’s reindeer, Rudolph et als., are not available for the trip at this time of year as they must be well-rested in preparation for their big Christmas Eve event; and

WHEREAS, Santa Claus has again graciously managed to make arrangements to travel by small helicopter to attend the Club’s annual holiday celebration; and

WHEREAS, the New Jersey Department of Transportation, Division of Aeronautics, Inspection & Aircraft Operation, not wanting to be Scrooge-like, does permit and has in the past permitted helicopter landings such as these on country club property when approved pursuant to its application process; and

WHEREAS, Dennis Lever, the helicopter pilot and agent for the Club, will prepare the required Application for Temporary Aeronautical Facility License for submission to the New Jersey Department of Transportation, and which must be accompanied by, among other documents and things which the Club will provide, a “letter, statement, or certificate from the appropriate governing body which states there is no objection to the issuance of a temporary license (mandatory for all temps)”; and

WHEREAS, for this event, the appropriate body is the Township Council of the Township of West Orange; and

NOW, BE IT HEREBY RESOLVED, that the Township Council of the Township of West Orange, does and hereby states that it has no objection to the issuance of a Temporary Aeronautical Facility License to the Montclair Golf Club at Rock Spring, located at 90 Rock Spring Road, West Orange, NJ 07052, for the purpose of permitting transportation and delivery of Santa Claus to the Club at approximately 1:30 p.m., on **Sunday, December 16, 2018**, for participation in the Club's traditional Christmas celebration; and it is further

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

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

Susan McCartney
Council President

Adopted: November 13, 2018

RESOLUTION

WHEREAS, Mt. Pleasant Avenue in West Orange from the Municipal Corporate line with Livingston Township at Nance Road east to Prospect Avenue is under the jurisdiction of the New Jersey Department of Transportation and designated as State Highway No. 10; and

WHEREAS, two West Orange Public Schools, the Liberty Middle School and the Mt. Pleasant Elementary School either front on or are in proximity to State Highway No. 10; and

WHEREAS, the Liberty Middle School is located at the intersection of State Highway No. 10 and Kelly Drive/Merklin Avenue (Municipal Streets); and

WHEREAS, the Mt. Pleasant Elementary School is located at the intersection of Ellison Avenue and Manger Road (Municipal Streets); and

WHEREAS, the Township of West Orange desires State Highway No. 10 from the corporate line with the Township of Livingston to just east of Ellison Avenue be designated as a School Zone with a School Speed Zone Limit of 25 miles per hour; and

WHEREAS, by letter dated September 6, 2018 the Township Engineer requested the New Jersey Department of Transportation, (NJDOT) Bureau of Traffic Engineering (BTE) investigate designating a portion of State Highway No. 10 from the corporate line with the Township of Livingston to 130 feet east of Ellison Avenue as a School Zone with a School Speed Zone Limit of 25 miles per hour; and

WHEREAS, the BTE performed their investigation and stated their findings and recommendations in a letter dated October 22, 2018 from Mark A. Hiestand, Supervisor, Traffic Investigations, to Karen J. Carnevale, Municipal Clerk; and

WHEREAS, the findings of the BTE supported the designation of a School Zone along State Highway No. 10 from Nance Road, at the corporate line with Livingston, to Kelly Drive/Merklin Avenue since the Liberty Middle School has frontage on State Highway No. 10; and

WHEREAS, the findings of the BTE did not support the designation of a School Zone along State Highway No. 10 from Kelly Drive/Merklin Avenue to 130 feet east of Ellison Avenue since the Mt. Pleasant Elementary School did not front the State Highway and there was no designated school crossing across this section of State Highway for this school; and

WHEREAS, the recommendations of the BTE is to establish a speed limit along State Highway No. 10, Mt. Pleasant Avenue, in the Township of West Orange for both directions of traffic of 40 miles per hour between the Livingston Township-West Orange Township corporate line and Kelly Drive/Merklin Avenue, except for 25 miles per hour when passing through the Liberty Middle School Zone (milepost 21.67 to 21.87) during recess or while children are going to or leaving school, during opening or closing hours; and

WHEREAS, for the NJDOT to establish the School Zone Speed Limit of 25 miles per hour between the Livingston/West Orange Corporate Line at Nance Road and the intersection of Kelly Drive/Merklin Avenue, the Township Council of the Township of West Orange must adopt a Resolution of support; and

WHEREAS, the Township Engineer concurs with the findings and recommendations of the NJDOT, BTE; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that it supports the New Jersey Department of Transportation designating State Highway No. 10, Mt.

Pleasant Avenue, as a School Zone between the Livingston Township-West Orange Township Corporate Line and Kelly Drive/Merklin Avenue, milepost 21.67 to 21.87.

BE IT FURTHER RESOLVED by the Township Council of the Township of West Orange that it supports the following speed limits along a portion of State Highway No. 10, Mt. Pleasant Avenue, in the Township of West Orange for both directions of traffic:

40 miles per hour between the Livingston Township-West Orange Township corporate line and Kelly Drive/Merklin Avenue, except for 25 miles per hour when passing through the Liberty Middle School Zone (milepost 21.67 to 21.87) during recess or while children are going to or leaving school, during opening or closing hours.

BE IT FURTHER RESOLVED that a signed and sealed certified copy of this Resolution be sent to the New Jersey Department of Transportation, Bureau of Traffic Engineering.

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

Susan McCartney
Council President

Adopted: November 13, 2018



State of New Jersey

DEPARTMENT OF TRANSPORTATION

P.O. Box 600

Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

SHEILA Y. OLIVER
Lt. Governor

SCHOOL ZONE SPEED LIMITS

Liberty Middle School,
Mt. Pleasant Elementary School
Route NJ 10 (Mt. Pleasant Avenue)
Township of West Orange
County of Essex

October 22, 2018

Karen J. Carnevale, Municipal Clerk
66 Main Street, Room 101
West Orange, New Jersey 07052

Dear Ms.Carnevale:

This is in reference to a letter dated September 6, 2018 from Mr. Leonard R. Lepore, Director/Municipal Engineer, for the Township of West Orange, requesting an investigation for the establishment of a 25 MPH "School Zone Speed Limit" along Route NJ 10 (Mt. Pleasant Avenue) between Nance Road and 130 feet east of Ellison Avenue, for the Liberty Middle School and Mt. Pleasant Elementary School. Also included with the request were two (2) School Zone Data Forms, prepared by Mr. John Calavano, Business Administrator for the Township of West Orange, dated August 8, 16, 2018.

Staff from the Bureau of Traffic Engineering (BTE) has conducted an investigation. Based on this investigation our findings support your request for a 25 MPH School Zone speed limit along Route NJ 10 (Mt. Pleasant Avenue) for the Liberty Middle School zone, located between Nance Road and Kelly Drive/Macklin Avenue.

However, the request for a 25 MPH School Zone speed limit along Route NJ 10 (Mt. Pleasant Avenue) for the Mt. Pleasant Elementary School cannot be recommended for the following reasons:

1. A School zone means that portion of a highway which is either contiguous to territory occupied by a school building or is where school crossings are established in the vicinity of a school, upon which are maintained appropriate school signs.
2. The Mt. Pleasant School is located on Manager Street and is not contiguous to Route NJ 10 (Mt. Pleasant Avenue).
3. The submitted School Zone Data Form indicates the designated School Crossing is located at the intersection of Manager Road and Ellison Road, and that there are no designated School Crossing(s) along Route NJ 10 (Mt. Pleasant Avenue) for the Mt. Pleasant Elementary School.

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In order to legally establish the 25 MPH School Zone speed limit, the New Jersey Department of Transportation (NJDOT) is required to promulgate a Traffic Regulation Order (TRO). An initial step in the TRO process is to receive a **Resolution** of Support from the municipal governing body pursuant to N.J.S.A. 39:4-8-4(c). It is therefore requested that the Township of West Orange submit a certified adopted **Resolution** of support containing the raised seal of the Township of West Orange to this office to read substantially as follows:

Speed Limits

Along Route NJ 10 (Mt. Pleasant Avenue):

In the Township of West Orange:

For both directions of traffic:

40 MPH between the Livingston Township-West Orange Township corporate line and Kelly Drive/Merklin Avenue, except for 25 MPH when passing through the Liberty Middle School zone (mileposts 21.67 to 21.87) during recess or while children are going to or leaving school, during opening or closing hours; thence

Once this office is in receipt of the certified adopted **Resolution** of support from the Township of West Orange, a Traffic Regulation Order will be promulgated. Signing will then be installed by New Jersey Department of Transportation to reflect the 25 MPH School Zone speed limit.

Should you have any questions regarding this matter, please contact Traffic Investigator Stephen Branco at (609) 530-2154. Please enclose a copy of this letter with any further correspondence concerning this matter in order to expedite the process.

Sincerely,



Mark A. Hiestand
Supervisor, Traffic Investigations
Bureau of Traffic Engineering

C: **Leonard R. Lepore**, Director/Municipal Engineer, Township of West Orange
James P. Abbott, Chief of Police, West Orange Township Police Department



TOWNSHIP OF WEST ORANGE

25 LAKESIDE AVENUE, WEST ORANGE, N.J. 07052

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI

Mayor

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: llepore@westorange.org

LEONARD R. LEPORE

Director/Municipal Engineer

September 6, 2018

Jaime Oplinger, Executive Manager
Bureau of Traffic Engineering
New Jersey Department of Transportation
P.O. Box 600
Trenton, New Jersey 08625

RE: SCHOOL SPEED ZONE
STATE HIGHWAY 10
MT. PLEASANT AVENUE
WEST ORANGE, ESSEX COUNTY

Dear Ms. Oplinger:

On behalf of the Township of West Orange, I request the New Jersey Department of Transportation designate a portion of State Highway No. 10, in the vicinity of the Liberty Middle School and Mt. Pleasant Elementary School a School Speed Zone. I also request the speed limit through this zone be 25 miles per hour when children are present. Attached please find a map of State Highway 10 in the vicinity of these two schools. I further request the School Speed Zone extend from the municipal boundary with Livingston at Nance Road to approximately 130 feet east of the centerline of Ellison Avenue. This is a distance of approximately 2,000 feet. The intersection of State Highway No. 10 with Kelly Drive/Merklin Avenue is a signalized intersection with a school crossing guard when students arrive and leave school. Finally the School Zone Data Form for each school is enclosed.

As of today schools in West Orange are in session. However over the next two weeks they will be closed for a couple of days for religious observances.

If you have any questions please feel free to contact me by telephone or e-mail, Llepore@westorange.org. Thank you for your cooperation and assistance with this matter.

Very truly yours,

Leonard R. Lepore

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tp
enc.



NEW JERSEY DEPARTMENT OF TRANSPORTATION
SCHOOL ZONE DATA FORM

DATE: August 8, 2018

NAME OF SCHOOL: Liberty Middle School

MUNICIPALITY: West Orange COUNTY: Essex County

SCHOOL LOCATED ON ROUTE OR STREET NAME: 1 Kelly Drive

APPROXIMATE MILE POST: approx. 22 (OR) NEAREST INTERSECTION: Kelly Drive & Mt. Pleasant

TYPE OF SCHOOL: ELEMENTARY: _____ JR HIGH: X HIGH: _____ COLLEGE: _____

HOURS SCHOOL IS IN SESSION: 8:00 AM TO _____ AM / 4:00 PM TO _____ PM

CAN CHILDREN BE SEEN FROM THE ROADWAY DURING RECESS: YES _____ NO X

TOTAL ENROLLMENT: 527 NUMBER OF BUSES: 15 NUMBER OF WALKING: 30 -35 students

CROSSING GUARDS PROVIDED: YES X NO _____ DESIGNATED SCHOOL CROSSING(S): YES _____ NO X

LOCATION(S): _____

PAINTED CROSSWALK(S) YES X NO _____ LOCATION(S) At stoplight on Route 10/Mt. Pleasant

ADDITIONAL

Designate Route 10 (within proximity to Liberty Middle School, Garden Academy and Mt. Pleasant Elementary School) as a School Zone through electronic signage supplemented with striping to ensure the safety of all pedestrians and students who cross this State road.

SUBMITTED BY: Robert J. Klemt
(Print Name)

Principal
(Print Title)

Robert J. Klemt
(Signature)

John Calavano

PLEASE RETURN TO:

Jaime Oplinger, Executive Manager
Bureau of Traffic Engineering
New Jersey Department of Transportation
P.O. Box 600
Trenton, New Jersey 08625

JOHN CALAVANO
BUSINESS ADMINISTRATOR



NEW JERSEY DEPARTMENT OF TRANSPORTATION
SCHOOL ZONE DATA FORM

DATE: August 16,, 2018

NAME OF SCHOOL: Mt. Pleasant School

MUNICIPALITY: West Orange

COUNTY: Essex

SCHOOL LOCATED ON ROUTE OR STREET NAME: 9 Manger Street (close to Route 10)

APPROXIMATE MILE POST: ____ (OR) NEAREST INTERSECTION: less than 1/4 of mile

TYPE OF SCHOOL: ELEMENTARY: ☒ XX JR HIGH: _____ HIGH: _____ COLLEGE: _____

HOURS SCHOOL IS IN SESSION: 7:30 AM TO 6:00 PM (including after care)

CAN CHILDREN BE SEEN FROM THE ROADWAY DURING RECESS: YES _____ NO ☒ XX

TOTAL ENROLLMENT: 380 students NUMBER OF BUSES: 6 buses NUMBER OF WALKING: 50 students

CROSSING GUARDS PROVIDED: YES ☒ XX NO _____ DESIGNATED SCHOOL CROSSING(S): YES ☒ XX
(Depending on the intersection) NO _____

LOCATION(S): Manger Road and Ellison Road

PAINTED CROSSWALK(S) YES _____ NO ☒ XX LOCATION(S) _____

ADDITIONAL INFORMATION - Route 10 is extremely busy and there is no light or designated spot for students or people to cross.

SUBMITTED BY:

Julie DiGiacomo
(Print Name)

Principal
(Print Title)

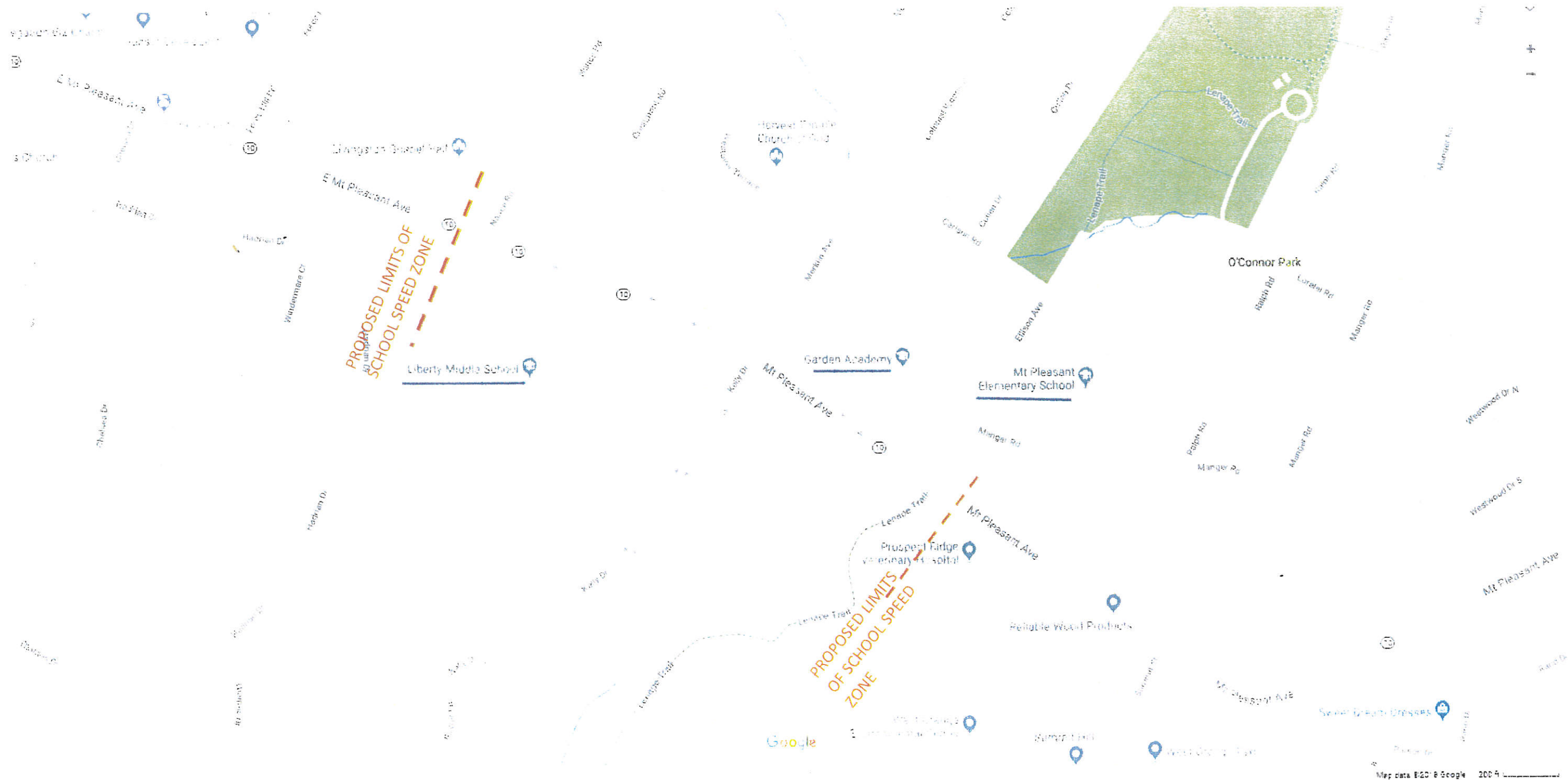
(Signature)


JOHN CALAVANO
BUSINESS ADMINISTRATOR

PLEASE RETURN TO:

Jaime Oplinger, Executive Manager
Bureau of Traffic Engineering
New Jersey Department of Transportation
P.O. Box 600

(Rev Aug/2018)



**RESOLUTION AUTHORIZING APPLICATION AND RECEIPT OF
NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION/NEW JERSEY
ECONOMIC DEVELOPMENT AUTHORITY HAZARDOUS DISCHARGE SITE
REMEDATION FUNDS TO BE UTILIZED FOR THE COST OF THE BROWNFIELD
PRELIMINARY ASSESSMENT AND SITE INVESTIGATION FOR PROPERTIES
LOCATED AT 8-10 CENTRAL AVENUE, BLOCK 9, LOT 32**

WHEREAS, on May 3, 2016, the Township of West Orange (the “Township”) adopted Resolution 121-16 appointing Matrix New World (“Matrix”), with offices at 26 Columbia Turnpike, Florham Park, New Jersey as the Licensed Site Remediation Professional (the “LSRP”) to assist and oversee the investigation and cleanup of certain properties on the Central Avenue (the “Redevelopment Area”) as to the suspected discharge of hazardous substances or hazardous waste; and

WHEREAS, on October 26, 2016, the Township of West Orange (the “Township”) adopted Resolution 228-16 designating the Redevelopment Area as an area in need of redevelopment; and

WHEREAS, the property at 8-10 Central Avenue, Block 9, Lot 32 on the Township Tax Map (the “Property”) was included in the Redevelopment Area; and

WHEREAS, on October 2, 2018, the Township acquired title to the Property; and

WHEREAS, the Township desires to make application for and receive funds from the New Jersey Department of Environmental Protection/New Jersey Economic Development Authority (the “DEP”) Hazardous Discharge Site Remediation Funds (the “HDSRF”) Program for the purpose of funding the cost for the Preliminary Assessment (the “PA”) and Site Investigation (the “SI”) for the Property; and

WHEREAS, the Brownfield PA and SI are necessary to investigate the Property for potential contamination; and

WHEREAS, Matrix has submitted to the Township a proposal to prepare the application for the HDSRF funding at a fixed rate of \$4,000, Exhibit “A” annexed hereto; and

WHEREAS, Matrix has agreed that the PA and SI at the Property will not commence prior to and is contingent upon the receipt of HDSRF monies from the DEP; and

WHEREAS, there is an application fee of \$500.00 payable to the DEP for the application for the subject HDSRF grant.

NOW, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that that Township is hereby authorized to retain Matrix to prepare and submit an application for HDSRF funding to fund the PA and SI for the Property consistent with the proposal annexed hereto as Exhibit “A” including the expenditure of \$4,000 to cover the flat fee to Matrix; and it is further

RESOLVED, that the Business Administrator is hereby authorized to execute any and all necessary documents to retain Matrix pursuant to the proposal annexed hereto as Exhibit “A;” and it is further

RESOLVED, that the Business Administrator is also hereby authorized to execute any and all necessary documents or forms necessary to complete the application for the subject HDSRF grant; and it is further

RESOLVED, that Matrix is hereby authorized to provide additional application information and furnish such documents as may be required; and it is further

RESOLVED, that Matrix is hereby authorized to act as the authorized correspondent on behalf of the Township for the application for the subject HDSRF grant; and it is further

RESOLVED, that the Township authorizes the expenditure of \$500.00 payable to the DEP for the application fee related to the application for the subject HDSRF grant; and it is further

RESOLVED, that a copy of this Resolution shall be made available in the Clerk's office to the extent required with applicable law.

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

Susan McCartney, Council President

Adopted: November 13, 2018

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

JOHN O. GROSS, CFO

Exhibit “A”

October 26, 2018

Via Email (admin@westorange.org)

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

Attn: John K. Sayers, Business Administrator

**RE: HDSRF GRANT APPLICATION – FUNDING REQUEST PREPARATION
8-10 CENTRAL AVENUE (FORMER BIDDLEMAN PROPERTY)
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY
MATRIX NO. 18-286**

Dear Mr. Sayers:

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (Matrix) is pleased to submit the following proposal for professional environmental services for the preparation of a grant application for the Former Biddelman property located at 8-10 Central Avenue, West Orange, New Jersey (Block 9, Lot 32) under the New Jersey Economic Development Authority (NJEDA) and New Jersey Department of Environmental Protection (NJDEP) Hazardous Discharge Site Remediation Fund (HDSRF) grant program.

SCOPE OF SERVICES

ITEM 1: HAZARDOUS DISCHARGE SITE REMEDIATION FUND (HDSRF) GRANT APPLICATION

Matrix will prepare one (1) HDSRF grant application for the completion of Preliminary Assessment and Site Investigation work at the former Biddelman Property located at 8-10 Central Avenue, West Orange, New Jersey (Block 9, Lot 32), to the NJDEP and NJEDA under the HDSRF Program for the completion of a Preliminary Assessment and Site Investigation of the property. This item includes the review of existing environmental documents, preparation of required grant application forms, coordination with the Client and Project Team members for environmental and other technical information to list on and attach to the grant application, and submission of the grant application to NJDEP. The HDSRF application for supplemental funding includes the following:

1. Sections A through E of Part I of the HDSRF application
2. Scope of work and cost estimate
3. Part II – General Certification of the HDSRF application
4. Part III – Subrogation of Rights of the HDSRF application
5. Part VI – Municipal Questionnaire of the HDSRF application

While this proposal item does not include any services subsequent to the submission of the amended grant application referenced above, Matrix is available to provide additional services for an additional fee as part of a separate proposal.

FIXED FEE: \$4,000.00

CLOSING

Any item listed above which is not ordered will not be billed. Separate authorization from the client will be requested prior to commencing services outside the scope of this proposal.

The terms and conditions of this proposal are subject to the Matrix Terms and Conditions for Professional Services and Matrix Fee Schedule, as submitted to the Township previously.

PAYMENT SCHEDULE

Payment shall be in accordance with the Charges, Billing, and Payment schedule outlined in the Terms and Conditions for Professional Services document unless prior written arrangements have been made with Matrix.

Services shall commence upon the receipt of a signed purchase order or other appropriate written authorization from the Client.

We thank you for the opportunity to submit this proposal. Please feel free to contact me directly with any questions or comments regarding the scope or fees as indicated at (973) 240-1800 or via email to cmccarrick@matrixnewworld.com.

Sincerely,



Craig McCarrick, LSRP
Project Manager

cc: Richard Trenk, Esq
Leonard Lepore, PE

RESOLUTION

WHEREAS, the Township of West Orange is desirous of awarding a contract for recreational, social and educational services to the Senior Citizens of the Township of West Orange, for the period commencing January 1, 2018 and ending December 31, 2018;

WHEREAS, the following organizations are willing to provide said services:

1. Pleasantdale Senior Citizens,
2. JCC Council of Senior Citizens,
3. Eagle Rock Senior Citizens H.A./Tenant Services, and
4. Prime Timers (collectively the "Contractors");

WHEREAS, the Contractors and the Township have agreed to the terms of Agreements, annexed hereto as Exhibit "**A**" through Exhibit "**E**;" and

WHEREAS, the aggregate of public funds to be expended for the provision of such services is \$1,000.00 and therefore, no public advertisements for bids is required.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Mayor and Township Clerk be and hereby respectively authorized to execute and attest to the agreements annexed hereto as Exhibit "**A**" through Exhibit "**E**" with: (1) the Pleasantdale Senior Citizens, (2) JCC Council Senior Citizens, (3) Eagle Rock Senior Citizens, and (4) Prime Timers for the provisions of recreational, educational, informational and social services to the Senior Citizens of the Township of West Orange;

BE IT FURTHER RESOLVED that funds are available for this contract and a Certificate of Availability has been filed by the Chief Financial Officer.

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

Susan McCartney
Council President

Adopted: November 13, 2018

I hereby certify funds available from Account No.: 01-2010-00-8762-080

John O. Gross, Chief Financial Officer

AGREEMENT

THIS AGREEMENT, entered this 18th day of September, 2018 by and between the Township of West Orange, a Municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, NJ 07052, hereinafter referred to as the "**TOWNSHIP**" and the Eagle Rock Senior Citizens H.A./Tenant Services hereinafter referred to as "**CONTRACTOR**":

WITNESSETH

WHEREAS, the Township is desirous of providing recreational, social, informational and educational services to the Senior Citizens of the Township and the Contractor.

WHEREAS, Contractor is desirous of furnishing such services;

NOW, THEREFORE, in consideration of the foregoing and mutual covenant hereinafter stated, the parties hereto do hereby agree as follows:

1. For the period January 1, 2018 to December 31, 2018 the Contractor hereby agrees to organize and make available to the Township of West Orange a minimum of six (6) gatherings are to be designed to service the educational, recreational, informational and/or social needs of the Senior Citizens of the Township of West Orange.
2. The Township agrees to pay to the Contractor the total sum of Two Hundred and Fifty Dollars (\$250.00) for the above mentioned services.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their proper representatives and have affixed their seals hereto on the day and year first above written.

Attest:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

Robert D. Parisi
Mayor

Attest:



Debra Falinaudi



By: President

Approved as to form

Richard D. Trenk
Township Attorney

SCHEDULE A

(I) During the performance of this contract the contractor agrees as follows:

a. 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 Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

b. 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, creed, color, national origin, ancestry, marital status or sex;

c. 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 agency contracting officer advising the labor union or worker's 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.

d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975,c.127, as amended and supplemented from time to time.

(II) The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the

Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(III) The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency that engages in direct or indirect discriminatory practices.

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

(V) The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal Law and applicable federal court decisions.

AGREEMENT

THIS AGREEMENT, entered this 17 day of September, 2018 by and between the Township of West Orange, a Municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, NJ 07052, hereinafter referred to as the "**TOWNSHIP**" and the **JCC Council of Senior Citizens** hereinafter referred to as "**CONTRACTOR**":

WITNESSETH

WHEREAS, the Township is desirous of providing recreational, social, informational and educational services to the Senior Citizens of the Township and the Contractor.

WHEREAS, Contractor is desirous of furnishing such services;

NOW, THEREFORE, in consideration of the foregoing and mutual covenant hereinafter stated, the parties hereto do hereby agree as follows:

1. For the period January 1, 2018 to December 31, 2018 the Contractor hereby agrees to organize and make available to the Township of West Orange a minimum of six (6) gatherings are to be designed to service the educational, recreational, informational and/or social needs of the Senior Citizens of the Township of West Orange.
2. The Township agrees to pay to the Contractor the total sum of Two Hundred and Fifty Dollars (\$250.00) for the above mentioned services.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their proper representatives and have affixed their seals hereto on the day and year first above written.

Attest:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

Robert D. Parisi
Mayor

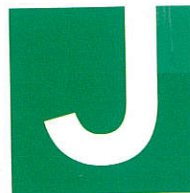
Attest:


By: President

Approved as to form

Gina Goldman
Director, Margulies Senior Center
JCC Metrowest

Richard D. Trenk
Township Attorney



MetroWest

Gina Goldman

Director Center for Adult Enrichment
Director Margulies Senior Center

760 Northfield Avenue
West Orange, NJ 07052

973-530-3448
ggoldman@jccmetrowest.org

www.jccmetrowest.org

SCHEDULE A

(I) During the performance of this contract the contractor agrees as follows:

a. 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 Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

b. 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, creed, color, national origin, ancestry, marital status or sex;

c. 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 agency contracting officer advising the labor union or worker's 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.

d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975,c.127, as amended and supplemented from time to time.

(II) The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the

Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(III) The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency that engages in direct or indirect discriminatory practices.

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

(V) The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal Law and applicable federal court decisions.

AGREEMENT

THIS AGREEMENT, entered this 17 day of September, 2018 by and between the Township of West Orange, a Municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, NJ 07052, hereinafter referred to as the "**TOWNSHIP**" and **Pleasantdale Senior Citizens** hereinafter referred to "**CONTRACTOR**":

WITNESSETH

WHEREAS, the Township is desirous of providing recreational, social, informational and educational services to the Senior Citizens of the Township and the Contractor.

WHEREAS, Contractor is desirous of furnishing such services;

NOW, THEREFORE, in consideration of the foregoing and mutual covenant hereinafter stated, the parties hereto do hereby agree as follows:

1. For the period January 1, 2018 to December 31, 2018 the Contractor hereby agrees to organize and make available to the Township of West Orange a minimum of six (6) gatherings are to be designed to service the educational, recreational, informational and/or social needs of the Senior Citizens of the Township of West Orange.

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their proper representatives and have affixed their seals hereto on the day and year first above written.

Attest:



TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

Robert D. Parisi
Mayor

Attest:

A handwritten signature in blue ink, reading 'Richard Meravi'. The signature is written over a horizontal line.

By: President

Approved as to form

Richard D. Trenk
Township Attorney

SCHEDULE A

(I) During the performance of this contract the contractor agrees as follows:

a. 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 Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

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AGREEMENT

THIS AGREEMENT, entered this 18 day of September, 2018 by and between the Township of West Orange, a Municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, NJ 07052, hereinafter referred to as the "**TOWNSHIP**" and the **Prime Timers** hereinafter referred to as "**CONTRACTOR**":

WITNESSETH

WHEREAS, the Township is desirous of providing recreational, social, informational and educational services to the Senior Citizens of the Township and the Contractor.

WHEREAS, Contractor is desirous of furnishing such services;

NOW, THEREFORE, in consideration of the foregoing and mutual covenant hereinafter stated, the parties hereto do hereby agree as follows:

1. For the period January 1, 2018 to December 31, 2018 the Contractor hereby agrees to organize and make available to the Township of West Orange a minimum of six (6) gatherings are to be designed to service the educational, recreational, informational and/or social needs of the Senior Citizens of the Township of West Orange.
2. The Township agrees to pay to the Contractor the total sum of Two Hundred and Fifty Dollars (\$250.00) for the above mentioned services.

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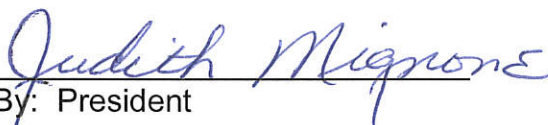
Attest:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

Robert D. Parisi
Mayor

Attest:


By: President

Approved as to form

Richard D. Trenk
Township Attorney

SCHEDULE A

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RESOLUTION

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

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

<u>Organization</u>	<u>Date of Event</u>	<u>Place</u>	<u>RL No.</u>
Susan G Komen Breast Cancer FDN Inc. North Jersey Affiliate. Off Prem Merchandise	November 7, 2018	481 Eagle Rock Ave West Orange, NJ 07052	7537
PTA Edison Middle School On Prem Merchandise 7538	November 17, 2018	75 William St, West Orange, NJ 07052	

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

Susan McCartney
Council President

Adopted: November 13, 2018

RESOLUTION

WHEREAS, the Township of West Orange desires to replace the underground storage tanks for diesel fuel and gasoline at Fire House No. 4 at 280 Pleasant Valley Way with a new above ground storage tank with compartments and dispensers for each fuel; and

WHEREAS, simultaneous to the removal of the two existing tanks, the Township desires to remove and replace any contaminated soils underneath and alongside the existing tanks as well as in areas between the tanks and the location of former fuel dispensers; and

WHEREAS, the firm of T. Slack Environmental Services, 180 Market Street, Kenilworth, New Jersey 07033 submitted a proposal dated October 10, 2018 to provide existing tank removal, contaminated soil removal and new above ground tank installation based on their prices in the Bergen County Cooperative Purchasing Contract No. 18-08, and

WHEREAS, the fees for these services based on that Cooperative Contract are as follows

1. Underground Storage Tank Removal	\$ 5,943.00
2. Above Ground Storage Tank Installation	\$110,554.00
3. Contaminated Soil Removal and	\$ 22,500.00
Replacement allowance	_____
TOTAL	\$138,997.00; and

WHEREAS, the Township is a member of the Bergen County Cooperative; and

WHEREAS, the proposal of T. Slack Environmental Services meets with the approval of the Township Engineer; and

WHEREAS, sufficient funds exist for this work; and

WHEREAS, the Township Council concurs in the foregoing

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that a contract for underground storage tank removal, contaminated soil removal and replacement and above ground storage tank installation be awarded to T. Slack Environmental Services, Inc., 180 Market Street, Kenilworth, New Jersey 07033 in the amount of \$138,997.00 in accordance with their proposal dated October 10, 2018 based on pricing under the Bergen County Cooperative Purchasing Contract No. 18-08.

Karen J. Carnevale, RMC, Municipal Clerk

Susan McCartney, Council President

Adopted: November 13, 2018

I certify funds are available: Account Number - from the following account
03-2507-17-0600-010
\$138,997.00

John O. Gross, Chief Financial Officer



October 10, 2018

Mr. Leonard Lepore, Municipal Engineer
25 Lakeside Avenue
West Orange, NJ 07052

Phone: 973-325-4161
Fax: 973-669-9588

Job Scope: Removal of One (1) 1,000 Gallon Gasoline and One (1) 2,000 Gallon Diesel USTs;
Installation of New 4,000 Gallon Split (1500/2500) AST
Job Site: West Orange Firehouse #4, Pleasant Valley Way
Proposal No. TS-14889 Revised

Dear Mr. Lepore,

T. SLACK ENVIRONMENTAL SERVICES, INC. (TSES) is pleased to submit the following proposal for your review. The scope of work is in accordance with existing New Jersey Department of Environmental Protection (NJDEP) and Bureau of Underground Storage Tanks (BUST) Regulations.

Pricing is based on our Bergen County Co-op Contract.

Removal of one (1) 1,000 gallon underground storage tank and one (1) 2,000 gallon diesel fuel underground storage tank, including all piping, fuel island, dispensers and concrete pads. We will furnish and install one (1) new 4,000 gallon split (1500 gas/2500 diesel) aboveground storage tank including new foundation pad, electric, pumps and piping. All LSRP work performed by others.

The Scope of Work is based on the information provided to TSES by the client. TSES therefore assumes the following:

- A. There were no discharges of free product.
- B. Excavated soils are below current NJDEP cleanup criteria.
- C. The UST(s) to be removed has been registered with the NJDEP since 1988.

Any variation from the above-stated facts will result in re-evaluation of costs stated herein. Customer authorizes TSES to perform any and all additional services or tests required by the NJDEP not specified herein at an additional cost for labor and material.

SCOPE OF WORK: REMOVALS

1. UST registration and closure approval to be obtained by others.



2. Once TSES receives a copy of the approved NJDEP closure approval, we can then notify the local building department of the closure activity in writing and apply for necessary permits. Once the building department approves the town permit applications, TSES can then begin work.
3. TSES will call the NJ ONE CALL Hotline to mark out all the underground utilities in the excavation area. This will be done at least FIVE Days prior to excavation. T. Slack cannot begin excavation until the utility lines are clearly marked out.
4. The UST(s) contents will be pumped dry prior to any excavation. (See Contingency Costs).
5. We will excavate to the top of UST(s), drain all lines back into tank and purge tank. Once purged, a combustible gas meter will be used to determine if the level of combustible gas in the UST(s) is within safe limits to cold cut and clean to Fire Department and Department of Transportation Standards. All liquids and sediment will be containerized for disposal and manifested according to Federal and State Guidelines.
6. Once cleaned, the UST(s) will be removed from excavated area following API 1604 Procedures.
7. All post excavation confirmatory sampling will be performed by others; TSES will assist in obtaining the samples.
8. TSES will arrange for all necessary municipal inspections.
9. The cleaned UST(s) will then be cut, transported and disposed/scrapped. All scrap yard receipts to be provided to the client as proof of disposal.
10. The excavation areas will be backfilled with Certified Clean Fill compacted in 24" Lifts to grade.
11. We will restore the disturbed area as required up to grade only.
12. The Facility Certification Questionnaire form to de-register the tanks removed will be completed by others.
13. All NJDEP required reporting/LSRP functions to be performed by others.

ITEM #	ITEM DESCRIPTION	QTY	UNIT	RATE	LINE TOTAL
002(b)	Removal of Reinforced Concrete, 6" Thick	196	Sq. Ft.	\$8.00	\$1,568.00
002(c)	Removal of Reinforced Concrete, 8" Thick	50	Sq. Ft.	\$10.00	\$500.00



ITEM #	ITEM DESCRIPTION	QTY	UNIT	RATE	LINE TOTAL
008	Reinstall Uncontaminated, Excavated Material	50	Cu. Yd.	\$10.00	\$500.00
009 (c)	Clean 1,000 Gal. UST	1	Each	\$175.00	\$175.00
009(d)	Clean 2,000 Gal. UST	1	Each	\$200.00	\$200.00
009(a)	Gasoline Disposal	100	Gallons	\$2.50	\$250.00
009(b)	Diesel Fuel Disposal	200	Gallons	\$1.00	\$200.00
010(c)	Tank Removal - 1,000 Gallon Gasoline Tank	1	Each	\$750.00	\$750.00
010(d)	Tank Removal - 2,000 Gallon Diesel Tank	1	Each	\$850.00	\$850.00
030B (c)	Vac Truck	1	Day	\$950.00	\$950.00
					\$5,943.00

Pricing for Items with Unknown Quantities:

004	Excavation of additional materials, not included in Item 10:			
004(a)	Conducted concurrently with UST Closure	Cu. Yd.	\$20.00	
004(b)	Conducted as a Separate Event from UST Closure	Cu. Yd.	\$20.00	
006	Disposal of Dry Industrial Solid Waste (ID-27)	Tons	\$80.00	
007(b)	Loading of Dry Industrial Solid Waste (ID-27)	Day	\$1,200.00	

REMOVAL COST: \$5,943.00



SCOPE OF WORK: INSTALLATION

ITEM #	ITEM DESCRIPTION	QTY	UNIT	RATE	LINE TOTAL
014(K)	4" Pipe Risers	8	Lin. Ft.	\$118.00	\$944.00
015 (e)	Galvanized Steel Pipe 2"	40	Lin. Ft.	\$36.00	\$1,440.00
016	Veeder Root TLS350 with One Gauge	1	Each	\$11,000.00	\$11,000.00
017	Automatic Shut-Off Valve	2	Each	\$900.00	\$1,800.00
019	Veeder Root Interstitial and Mag Probe	2	Each	\$4,000.00	\$8,000.00
021	Furnish/Install Gravel Tank Bed	10	Cu. Yd.	\$50.00	\$500.00
029	Turf Restoration	300	Sq. Ft.	\$3.00	\$900.00
032 (d)	Convault Tank Pad	2	Each	\$2,900.00	\$5,800.00
033 (f)	2500 Gallon Tank	1	Each	\$30,250.00	\$30,250.00
033 (f)	1500 Gallon Tank	1	Each	\$18,150.00	\$18,150.00
034 (a)	Gasoline Pump	1	Each	\$3,000.00	\$3,000.00
034 (b)	Diesel Pump	1	Each	\$3,000.00	\$3,000.00
035 (d)	Install Convault Tank	1	Each	\$8,580.00	\$8,580.00
036	Additional Electrical	100	Lin. Ft.	\$75.00	\$7,500.00
039 (e)	2" Anti-Siphon Valve	2	Each	\$695.00	\$1,390.00
039 (j)	2" Solenoid Valves	2	Each	\$1,225.00	\$2,450.00
039 (p)	4" Steel Bollards	10	Each	\$450.00	\$4,500.00
039 (m)	Morrison Clock Gauges	2	Each	\$675.00	\$1,350.00
					\$110,554.00

INSTALLATION COST: \$110,554.00
THESE QUOTES ARE VALID FOR 60 DAYS



CONTINGENCY COSTS:

1. Removal of gasoline liquids/sludge over the initial 100 gallons will be charged at \$2.50 per gallon.
2. Removal of diesel liquids/sludge over the initial 200 gallons will be charged at \$1.00 per gallon
3. Vac truck rate over the initial 8 hours (1 day) will be charged at \$125.00 per hour.
4. If contamination is found, a separate quote for remediation will be issued.
5. Local permits will be invoiced to client at cost plus \$50.00 administrative fee. If Engineer signed/sealed drawings are required, the cost will be invoiced to client.
6. T. Slack Environmental will call in for underground utilities to be marked out by NJ One Call system as required by law. Any private utilities and/or drainage systems are the responsibility of the client to locate (lamp posts, gas grills, drainage systems, sprinkler systems, etc.) We will take all care to avoid damaging any underground utilities/systems, including sprinkler systems and cannot be held responsible for breakage or reconnection of any utilities/systems at the site.
7. If a mark-out by a private company is required, there will be an additional charge.

SCHEDULING: Project can be initiated within five (5) working days.

PAYMENT TERMS: Progressive Invoicing

DISPUTES: Any dispute or disagreement which cannot be resolved by the parties and any controversy, claim or dispute otherwise arising out of or in connection with this agreement, or the breach thereof, or otherwise arising from the project, shall be settled under the rules of the American Arbitration Association. Arbitration proceedings shall be held in Kenilworth, NJ, U.S.A., or such other place as is mutually acceptable to both parties. The award in any arbitration proceeding shall be final and binding upon all parties and judgment thereon may be entered in any court of competent jurisdiction upon application of either of the parties. In the event T. Slack Environmental Services, Inc. shall be required to institute litigation and/or arbitration proceedings to enforce the terms of this agreement, or any such matters are placed in the hands of an attorney, T. Slack Environmental Services, Inc. shall be entitled to reimbursement of reasonable attorney fees, interest and all costs of suit and/or arbitration proceedings.

If this proposal is acceptable, please sign and return the signatory sheet attached. TSES will not begin any work if the signatory sheet is not signed and returned to our office. If you have any questions or comments regarding this proposal, please feel free to contact me at (908) 964-5360. Thank you for considering TSES to assist you with your environmental needs.

Respectfully,

A handwritten signature in black ink, appearing to read "Vincent D'Alessandro", written over a horizontal line.

Vincent D'Alessandro
Operations Manager



October 10, 2018

Mr. Leonard Lepore, Municipal Engineer
25 Lakeside Avenue
West Orange, NJ 07052

Phone: 973-325-4161
Fax: 973-669-9588

Job Scope: Removal of One (1) 1,000 Gallon Gasoline and One (1) 2,000 Gallon Diesel
USTs; Installation of New 4,000 Gallon Split (1500/2500) AST
Job Site: West Orange Firehouse #4, Pleasant Valley Way
Proposal No. TS-14889 Revised

T. Slack Environmental Services Inc.

Vincent D'Alessandro

Customer

Date of Acceptance

*In order to proceed with this project, this signatory sheet must be signed and returned
to our office.*



2018

BERGEN COUNTY BOARD OF CHOSEN FREEHOLDERS RESOLUTION

WWB
4.4.18

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
Amoroso	/			
Ganz	/			
Ortiz	/			
Tanelli	/			
Voss	/			
Zur	/			
Chairman Sullivan	/			
TOTALS	7	-	-	-

Resolution No. 297-18

Date: April 18, 2018

Page 1 of 18

Department/
Division: Health Services / Environmental
Services

Purpose: Provide Removal / Refurbishment of
Underground Storage Tanks & Piping
System & Installation of Above
Ground Storage Tanks (Coop) - Bid #
18-08

Account No. 04-215-17-19-3301-291 (Capital)

Contract No. OPEN ENDED

Dollar Amount: \$200,000.00 (Not to Exceed)

Prepared By: GTR:jh

Offered by: Ganz

Seconded by: [Signature]

Approved by: [Signature]

Certified as a true copy of a Resolution adopted by the Board of Chosen Freeholders
on above date at the Regular Meeting by:

Lara Rodriguez, Clerk, Board of Chosen Freeholders, Bergen County, New Jersey

WHEREAS, in accordance with N.J.S.A. 40A:11-11 the County of Bergen is the lead public
agency for the #CK04 New Jersey Cooperative Purchasing Alliance, which utilizes the combined
purchasing power of 250 members; and

WHEREAS, Cooperative purchasing has demonstrated a strong ability to serve as an effective
tool to assist local officials save taxpayer dollars, as a viable alternative to conventional "go-it-
alone" bidding process; and

WHEREAS, the County of Bergen strives to offer best in class procurement resources and
solutions to Counties, Cities, Townships, Municipalities and School districts in Bergen County
and throughout the state and beyond; and

WHEREAS, members are able to participate without and user fees or annual dues to
participate and take advantage of shared savings; and

WHEREAS, the New Jersey Cooperative Purchasing Alliance is registered with the Division
of Local Government Services as a Cooperative Pricing system; and

WHEREAS, as lead agency of a cooperative pricing system the County of Bergen advertises for bids; awards and establishes a master contract to a vendor or vendor(s) providing for our own needs and for the prices to be extended to registered members each time a contract is awarded; and notifies the members of the contract award; and

WHEREAS, in utilizing the master contract the registered members contract directly with the vendor for their own needs, subject to the specifications in the master contract; and

WHEREAS, pursuant to public advertisement, bid(s) (#18-08) were received in the Division of Purchasing on February 28, 2018:

TO PROVIDE REMOVAL, REFURBISHMENT, REPLACEMENT AND REMEDIATION OF BOTH ABOVE GROUND AND UNDERGROUND STORAGE TANKS; FOR THE TWELVE (12) MONTH PERIOD COMMENCING APRIL 17, 2018 THROUGH APRIL 16, 2019 WITH TWO TWELVE (12) MONTH RENEWAL OPTIONS REQUIRED BY BERGEN COUNTY HEALTH SERVICES IT'S VARIOUS USING AGENCIES AND VARIOUS COOPERATIVE MEMBERS REGISTERED BERGEN COUNTY CONTRACT COOPERATIVE PRICING SYSTEMS #CK04-BERGEN AND #11-BeCCP);

and, four (4) responses [four (4) responsive bids were received].

NOW, THEREFORE BE IT RESOLVED, on the recommendation of: Hansel F. Asmar, Director of Health Services, Environmental Services, with the concurrence of Gerald T. Reiner, Jr., CCPO, QPA, Purchasing Agent that awards be made, based on the lowest responsible bid to:

VARIOUS VENDORS, TO PROVIDE REMOVAL, REFURBISHMENT, REPLACEMENT AND REMEDIATION OF BOTH ABOVE GROUND AND UNDERGROUND STORAGE TANKS; FOR THE TWELVE (12) MONTH PERIOD APRIL 17, 2018 THROUGH APRIL 16, 2019, REQUIRED BY BERGEN COUNTY HEALTH SERVICES, ENVIRONMENTAL SERVICES, ONE BERGEN COUNTY PLAZA, HACKENSACK, NJ 07601, for a total value not to exceed \$200,000.00; and, be it further

RESOLVED, each time a purchase order is placed, the contracting agent shall ensure that funds are available for the purchase through either an encumbrance or certification of availability of funds, per N.J.A.C. 5:30-11.10 (a) 2; and, be it further

RESOLVED, that the award of this contract shall be in accordance with, and subject to, compliance with the Affirmative Action Regulations of the State of New Jersey and requirements of Public Law 1975, Chapter 127, N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 et seq.; and, be it further

RESOLVED, that the County Executive or his designee is hereby authorized to execute such documents as are necessary to effectuate the purpose of this resolution including, but not limited to, an agreement as prepared by County Counsel on behalf of the County of Bergen and/or the issuance of a Purchase Order by the Purchasing Agent.

SCHEDULE

Bid# 18-08 CO-OP
Requisition 111379

Resolution REMOVAL/REFURBISHMENT OF UNDERGROUND STORAGE TANKS AND PIPING SYSTEMS AND INSTALLATION OF ABOVE GROUND STORAGE TANKS AS REQUIRED BY THE BERGEN COUNTY DEPARTMENT OF HEALTH SERVICES, IT'S VARIOUS USING AGENCIES AND VARIOUS COOPERATIVE MEMBERS (REGISTERED COOPERATIVE PRICING SYSTEM #CK04-BERGEN)

Contract Period April 18, 2018 through April 17, 2019
Initial 12-Month Contract

Combine Total Amount not to Exceed: \$200,000.00 (Do not encumber)

Utilizing Storage Tank Bonds OPEN ENDED

Bond 04-215-17-19-3301-291

Vendor # 19490
Aurora Environmental Services
1102 Union Avenue
Union Beach, NJ 07735

Vendor # 16650
T. Slack Environmental Services
180 Market Street
Kenilworth, NJ 07033

Vendor # 24767
T.R. Weniger Inc.
1900 New Brunswick Ave
Piscataway, NJ 08854

Vendor #
Palmer West Associates
d/b/a
A & J Construction, Inc.
5026 Industrial Rd
Farmingdale, NJ 07727

COUNTY OF BERGEN
PURCHASE JUSTIFICATION FORM

ITEM TO BE PURCHASED Well Removal/Refurbishment, Replacement/Remediation									
☐	IT Hardware				☐	IT Software			
☐	Furniture				☐	FAX Machine			
☐	Contract:				☐	Carpeting			
	☒	☐	☐	☐	☐	Other:			
☒	State Contract				☐	Cooperative Contract			
					Name of Cooperative:				
FOR WHAT APPLICATION WILL THIS EQUIPMENT/PURCHASE BE USED: (Explain in detail):									
These services are needed for the Removal/ Refurbishment, Replacement, Remediation of Above Ground and Underground Storage Tanks as deemed necessary. This is a Cooperative Contract.									
IS THIS EQUIPMENT/PURCHASE					☐	New		☐	Replacement
Services					☒	Other (Explain)			
HOW MANY EMPLOYEES WILL UTILIZE THIS EQUIPMENT:									
n/a									
JUSTIFICATION FOR THIS PURCHASE:									
These services are needed for the Removal/ Refurbishment, Replacement, Remediation of Above Ground and Underground Storage Tanks as deemed necessary. This is a Cooperative Contract.									
Due to the need of the County and Cooperative members. The need to have vendors on call is essential to the timely expedition of the services at any given time.									
INDICATE NEAREST LOCATION OF SIMILAR EQUIPMENT:									
n/a									
EXPLAIN IN DETAIL YOUR JUSTIFICATION FOR ANY SPECIAL FEATURES TO BE ADDED TO OR INCLUDED IN THIS PURCHASE:									
The need for multiple vendors has proven to be beneficial for all cooperatives members so there is no delay in services.									

RESOLUTION

WHEREAS, The Township of West Orange obtained the services of Manal Baba, Licensed Site Remediation Professional (LSRP), of CME Associates of Monmouth Junction, New Jersey and formerly of T&M Associates of Middletown, New Jersey to provide professional services to remediate contaminated soil and groundwater at the Public Works Building, 25 Lakeside Avenue, associated with a former leaking underground storage tank; and

WHEREAS, to maintain compliance with New Jersey's Site Remediation Reform Act, additional Soil Sampling and Monitoring Well Gauging and Sampling of groundwater are required; and

WHEREAS, the purpose of this additional Groundwater Sampling and Soil Sampling is to demonstrate the natural degrading of the contaminants and to use the Soil Samples for Compliance Averaging to further demonstrate compliance with the NJDEP Technical Requirements for Site Remediation; and

WHEREAS, the goal of this work is for the LSRP to issue a Response Action Outcome (RAO) which will state that contaminated areas of concern were remediated in accordance with the applicable regulations, and that no further remedial action is required; and

WHEREAS, the firm of CME ASSOCIATES prepared a proposal dated November 6, 2018 to provide services for Soil Sampling, Monitoring Well Gauging and Sampling, Classification Exception Area (CEA) Application, Contaminant Transport Modeling and Groundwater, Remedial Action Permit Reporting, Project Management and Issuance of a Response Action Outcome (RAO) for a fee not to exceed \$59,500.00; and

WHEREAS, CME Associates responded to the Township's Request for Professional Qualifications; and

WHEREAS, the Municipal Engineer finds the proposal acceptable; and

WHEREAS, sufficient funds exist for this work; and

WHEREAS, the Township Council concurs in the foregoing

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that a Professional Services contract be awarded to CME Associates, 3759 Highway 1 South, Suite 100, Monmouth Junction, New Jersey 08852, Manal Baba, LSRP, to provide professional services associated with the remediation of contaminated soil and groundwater at the Public Works Building, 25 Lakeside Avenue from a former leaking underground storage tank in accordance with their proposal dated November 6, 2018 for a fee not to exceed \$59,500.00.

Karen J. Carnevale, RMC, Municipal Clerk

Susan McCartney, Council President

Adopted: November 13, 2018

I certify funds are available: Account Number - from the following account
03-2507-17-0600-010
\$59,500.00

John O. Gross, Chief Financial Officer



TOWNSHIP OF WEST ORANGE

25 LAKESIDE AVENUE, WEST ORANGE, N.J. 07052

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI
Mayor

Tel: (973) 325-4160
Fax: (973) 669-9588
Email: llepore@westorange.org

LEONARD R. LEPORE
Director/Municipal Engineer

November 6, 2018

Mayor and Township Council
Municipal Building
66 Main Street
West Orange, NJ 07052

RE: SITE REMEDIATION
LEAKING UNDERGROUND STORAGE TANK AND PIPING
PUBLIC WORKS BUILDING
25 LAKESIDE AVENUE

Mayor Parisi, Council President McCartney and Council Members

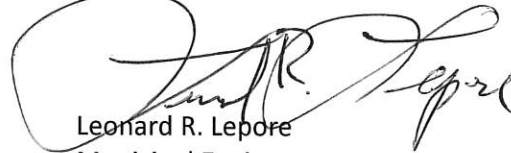
West Orange continues to require the professional services of a Licensed Site Remediation Professional (LSRP) to remediate contaminated groundwater and soil at the Public Works Building at 25 Lakeside Avenue due to a leaking underground storage tank which has been removed. The LSRP of Record is Manal Baba formerly of T&M Associates of Middletown, New Jersey but now with the firm of CME Associates of Monmouth Junction, New Jersey. CME Associates responded to the Township's Request for Professional Qualifications for this calendar year while T&M Associates did not.

CME will perform additional Soil Sampling and Monitoring Well Gauging and Sampling of groundwater. The purpose of this work is to demonstrate that the contaminants are degrading naturally. This is known as Natural Attenuation which is a no action alternative based on natural processes to clean the groundwater. The additional soil samples will be analyzed for use of Compliance Averaging to demonstrate compliance with the NJDEP Technical Requirement for Site Remediation. The goal of this work is for the LSRP to issue a Response Action Outcome (RAO) indicating that the contaminated areas of concern were remediated in accordance with the applicable regulations and that no further remedial action is required. It doesn't mean the site is free of contamination, but that no further action is required except for periodic groundwater monitoring and sampling. No further remedial action will apply to the site in its current use. A different use, such as residential, may require additional remediation.

Attached please find the proposal of CMF Associates dated November 6, 2018 to provide the professional services required under New Jersey's Site Remediation Reform Act. The fee for these services is \$59,500.00. A Resolution of Award is attached.

If you have any questions, please feel free to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'L. Lepore', written over a large, stylized circular flourish.

Leonard R. Lepore
Municipal Engineer
Director of Public Works

LRL/az

cc: John K. Sayers
John Gross
Manal Baba, LSRP
Behram Turan, PE, LSRP

RESOLUTION

WHEREAS, The Township of West Orange obtained the services of Manal Baba, Licensed Site Remediation Professional (LSRP), of CME Associates of Monmouth Junction, New Jersey and formerly of T&M Associates of Middletown, New Jersey to provide professional services to remediate contaminated soil and groundwater at the Public Works Building, 25 Lakeside Avenue, associated with a former leaking underground storage tank; and

WHEREAS, to maintain compliance with New Jersey's Site Remediation Reform Act, additional Soil Sampling and Monitoring Well Gauging and Sampling of groundwater are required; and

WHEREAS, the purpose of this additional Groundwater Sampling and Soil Sampling is to demonstrate the natural degrading of the contaminants and to use the Soil Samples for Compliance Averaging to further demonstrate compliance with the NJDEP Technical Requirements for Site Remediation; and

WHEREAS, the goal of this work is for the LSRP to issue a Response Action Outcome (RAO) which will state that contaminated areas of concern were remediated in accordance with the applicable regulations, and that no further remedial action is required; and

WHEREAS, the firm of CME ASSOCIATES prepared a proposal dated November 6, 2018 to provide services for Soil Sampling, Monitoring Well Gauging and Sampling, Classification Exception Area (CEA) Application, Contaminant Transport Modeling and Groundwater, Remedial Action Permit Reporting, Project Management and Issuance of a Response Action Outcome (RAO) for a fee not to exceed \$59,500.00; and

WHEREAS, CME Associates responded to the Township's Request for Professional Qualifications;
and

WHEREAS, the Municipal Engineer finds the proposal acceptable; and

WHEREAS, sufficient funds exist for this work; and

WHEREAS, the Township Council concurs in the foregoing

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that a Professional Services contract be awarded to CME Associates, 3759 Highway 1 South, Suite 100, Monmouth Junction, New Jersey 08852, Manal Baba, LSRP, to provide professional services associated with the remediation of contaminated soil and groundwater at the Public Works Building, 25 Lakeside Avenue from a former leaking underground storage tank in accordance with their proposal dated November 6, 2018 for a fee not to exceed \$59,500.00.

Karen J. Carnevale, RMC, Municipal Clerk

Susan McCartney
Council President

Adopted:

I certify funds are available
from the following account

Account Number
03-2507-17-0600-010
\$59,500.00

John O. Gross, Chief Financial Officer



JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALES, PE, PP, CME

TIMOTHY W. GILLEN, PE, PP, CME
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME

November 6, 2018

Leonard R. Lepore, PE, Municipal Engineer
Township of West Orange
Director, Department of Public Works, Engineering Division
25 Lakeside Avenue, West Orange, NJ 07052

**Re: Revised Proposal for Professional Services - Groundwater Monitoring and
Confirmatory Soil Sampling
Department of Public Works at 25 Lakeside Avenue
Township of West Orange, Essex County, New Jersey
NJDEP CASE #93-05-04-1501-12 & 99-04-06-1412-47
NJDEP SRP PI# 014423**

Dear Mr. Lepore:

CME Associates (CME) is pleased to submit this proposal to the Township of West Orange (Client) to continue Professional Environmental and Licensed Site Remediation Professional (LSRP) Services at the Department of Public Works facility located at 25 Lakeside Avenue in West Orange.

The LSRP of Record for the Site; Manal Baba is a CME employee and will continue to provide project management and technical support services, and consult with regulatory authorities, as necessary, for this project.

The proposed scope of work is prepared to satisfy the New Jersey Department of Environmental Protection (NJDEP) requirements stated in the Administrative Requirements for Remediation of Contaminated Sites (ARRCS Rule, N.J.A.C. 26:C) and the Technical Requirements for Site Remediation (Tech Rule, N.J.A.C. 7:26E), in accordance with New Jersey's Site Remediation Reform Act (SRRA).

BACKGROUND

A groundwater and soil delineation program and additional groundwater investigations were implemented at the Site to evaluate the impacts resulting from an on-Site 4,000-gallon gasoline underground storage tank (UST) discharge. Based on analytical results, it appeared that benzene, toluene, ethylbenzene, and xylenes (BTEX), methyl tertiary butyl ether (MTBE) and lead are the



Mr. Leonard R. Lepore, PE
Municipal Engineer/Director of Public Works
Re: Department of Public Works at 25 Lakeside Avenue – LSRP Services

November 6, 2018
Page 2 of 8

contaminants of concern in the groundwater. Furthermore, it appeared that the contamination plume originated in the vicinity of the UST and migrated along the general direction of groundwater flow which was determined to be easterly towards the nearby Brook.

In 2014-2015, additional soil and groundwater delineation was completed to evaluate the current conditions and extent of the groundwater impacts and soil impacts at the Site. A review of the latest soil sampling analytical results indicated that benzene was detected in B1-A, B2-A and B3-A at respective concentrations of 0.178, 0.677 and 3.44 mg/kg which exceeded the Impact to Ground Water Soil Screening Level (IGWSSL) and/or Residential Direct Contact SRS of 2 mg/kg and below Non-Residential Direct Contact SRS of 5 mg/kg.

Ethylbenzene, toluene and total Xylenes were also detected in B3-A at concentrations that exceeded the IGWSSL SRS. Ethylbenzene and total Xylenes were also detected in B1-A at concentrations that exceeded the IGWSSL SRS. Total Xylenes were also detected in B2-A at a concentration that exceeded the IGWSSL SRS.

TIVOC was detected in MW-1, at a concentration of 1,600 µg/L which exceeded the NJDEP Interim Generic GWQS of 500 µg/L. No additional contaminants of concern related to the UST were reported above the GWQS.

The most recent results indicate that only benzene is detected above the GWQS in MW-1, MW-4 and MW-5. The dissolved groundwater benzene plume appears to be limited within source area wells at the Site due to natural attenuation/degradation.

SCOPE OF SERVICES

Based on the review of existing remediation documents, the LSRP of Record has prepared the following scope of work to comply with the NJDEP Technical Requirements for Site Remediation at the Site and provide the consultation and project management necessary to continue to advance the project towards closure.

Task 1: Soil Sampling, the SPLP Test, and Use Compliance Averaging

The purpose of the soil sampling is to collect additional soil samples in order to use alternatives to demonstrate that compliance may be achieved for each specified pathway using compliance averaging procedures and SPLP Test. For each contaminant detected in soil at the Site, it is required to develop site-specific impact to groundwater exposure pathway soil remediation standards pursuant to N.J.A.C. 7:26D-1.1(b), and following the



Mr. Leonard R. Lepore, PE
Municipal Engineer/Director of Public Works
Re: Department of Public Works at 25 Lakeside Avenue – LSRP Services

November 6, 2018
Page 3 of 8

Department guidance “Introduction to Site-Specific Impact to Ground Water Soil Remediation Standards Guidance Documents”. The Site-specific impact to groundwater exposure pathway soil remediation standard will be based upon the classification of the groundwater located at the Site.

The sample locations and depths will be biased towards the areas that were investigated previously and depths of highest contamination identified during previous sampling events.

Soil sampling consisting of twelve (12) soil borings will be implemented at the AOC to an average approximate depth of 10 feet bsg using Goeprobe equipment. Twelve (12) soil samples will be collected from the soil borings; the soil samples will be analyzed by an NJDEP- certified laboratory for BTEX (benzene, toluene, ethylbenzene and xylenes). Additionally, three sets of samples will be collected for the Synthetic Precipitation Leaching Procedure (SPLP) analysis (United States Environmental Protection Agency (USEPA) SW-846 test method) which will be used to estimate the site-specific adsorption-desorption potential of BTEX compounds that may impact groundwater. A sample set consists of one sample for total contaminant analysis (5 or 25 g), one Encore® sample for SPLP testing (25 g), and a sample for soil moisture determination. Field and trip blank samples will be incorporated into the sampling plan for quality assurance/quality control purposes.

Field screening techniques will be performed in accordance with the NJDEP Technical Requirements for Site Remediation (N.J.A.C. 7:26E) to determine the potential presence of impacted materials. The field screening will include evaluating the extracted materials for the potential presence of volatile organic compounds using a photoionization detector (PID).

It should be noted that after the evaluation of the contaminant concentrations and use alternatives to demonstrate compliance with IGWSRS, if the concentration of any contaminant exceeds its applicable direct contact exposure pathway soil remediation standard using either single-point compliance or compliance averaging, an institutional control such as Deed Notice (DN) and/or engineering control (if appropriate) pursuant to N.J.A.C. 7:26C-7 should be implemented. It should be noted that if a DN and/or engineering control is approved for the Site, the Township of West Orange will be



Mr. Leonard R. Lepore, PE
Municipal Engineer/Director of Public Works
Re: Department of Public Works at 25 Lakeside Avenue – LSRP Services

November 6, 2018
Page 4 of 8

responsible for all remedial action permit and remedial action protectiveness certification requirements, as well as all soil remedial action permit fees and obligations pursuant to N.J.A.C. 7:26C-4.6. If a DN is required for the Site, CME will notify the Township of West Orange and provide a cost estimate for preparation and submittal of a DN with a soil Remedial Action Permit and Fees.

Task 2: Monitoring Well Gauging and Sampling (Four Rounds)

Per the Technical Requirements N.J.A.C.7:26E-6.3(e), groundwater monitoring and performance requirements for natural remediation, 8 consecutive groundwater sampling events should be conducted at the Site and should show a degradation trend. In order to show that contaminant sources have been contained or removed, plume migration will not impact any receptors before contaminants degrade to acceptable concentrations, and concentrations are declining over time, CME will collect samples from the existing ten monitoring wells. Groundwater samples will be obtained using the NJDEP required “low flow” procedures in accordance with the NJDEP Field Sampling Procedures Manual (August 2005). Groundwater samples will be analyzed for TCL VO+15, TBA and lead. A QA/QC plan consisting of field and trip blank samples will be incorporated into the sampling program. Purged groundwater will be containerized in drums and disposed of off-site at an approved disposal facility. A total of four drums will be disposed of and the cost is included in this proposal.

Task 3: Classification Exception Area (CEA) Application, Contaminant Fate and Transport Modeling and Groundwater Remedial Action Permit

Natural Attenuation is no action alternative and based on natural processes, especially biodegradation, volatilization and adsorption, to clean up the groundwater. Natural attenuation is cost efficient and have minimum requirements as a CEA and Groundwater Remedial Action Permit required to implement this alternative.

Groundwater monitoring and performance requirements for natural remediation are outlined under N.J.A.C.7:26E-6.3(e). For natural attenuation remediation, groundwater monitoring data are used to show that contaminant sources have been contained or removed, plume migration will not impact any receptors before contaminants degrade to acceptable concentrations, and concentrations are declining over time as predicted. For natural remediation scenarios, modeling should be applied to eight consecutive rounds of



Mr. Leonard R. Lepore, PE
Municipal Engineer/Director of Public Works
Re: Department of Public Works at 25 Lakeside Avenue – LSRP Services

November 6, 2018
Page 5 of 8

groundwater sampling data to document whether a decreasing trend in contaminant concentrations is occurring over time.

Based on the available results and the results of the proposed additional four sampling events, CME will establish fate and transport modeling to evaluate the extent of dissolved groundwater impacts (plume) and to compare the degradation predictions to existing data. CME will prepare and submit the CEA Fact Sheet Application and prepare a groundwater remedial action permit pursuant to the Administrative Requirements for Remediation of Contaminated Sites (ARRCS Rule, N.J.A.C. 26:C).

The CEA application will be submitted with a Groundwater Remedial Action Permit for natural attenuation as the remedial action for the groundwater impacts related to the UST discharge at the Site, a Groundwater Remedial Action Permit Application will be prepared and submitted with NJDEP permit application fee of \$1,565; this Fee is included in the cost for this proposal.

Task 4: Reporting and Management

Remedial Action Report (RAR)

CME will prepare a Remedial Action Report (RAR) with Document Submission Form which will detail activities conducted to achieve compliance with the NJDEP Technical Requirements for Site Remediation (N.J.A.C. 7:26E- 6.7) and the Administrative Requirements for the Remediation of Contaminated Sites (“the ARRCS Rule”). A Site plan, Case Inventory Document, updated Receptor Evaluation form and other pertinent items as specified in the Remedial Action Report submission requirements of the Technical Requirements for Site Remediation (N.J.A.C. 7:26E-6.7) will be included.

CME will prepare a Safety and Health Plan (SHP) and Quality Assurance Project Plan (QAPP) that are required to be submitted with the RAR.

Task 5: Issuance of Response Action Outcome (RAO)

The RAO is a written determination by the LSRP indicating that the contaminated areas of concern were remediated in accordance with applicable regulations and that no further remedial action is required.



Mr. Leonard R. Lepore, PE
Municipal Engineer/Director of Public Works
Re: Department of Public Works at 25 Lakeside Avenue – LSRP Services

November 6, 2018
Page 6 of 8

Following the successful completion of the remediation in accordance with all applicable regulations, the LSRP will prepare a Response Action Outcome (RAO) for the areas of concern in accordance with the Administrative Requirements for the Remediation of Contaminated Sites (N.J.A.C. 7:26C-6). The LSRP will use the standard format RAO form document posted by the NJDEP to ensure content consistency. The LSRP is prohibited from modifying the content of an RAO except as explicitly provided for in the NJDEP guidance.

PROPOSED BUDGET

The budget for completion of the proposed scope of work is **\$59,500** as indicated in the following table:

Task	Cost
Task 1- Soil Sampling, the SPLP Test, and Use Compliance Averaging	\$ 9,550
Task 2- Monitoring Well Gauging and Sampling (four rounds)	\$ 26,250
Task 3- Classification Exception Area (CEA) Application, Contaminant Fate and Transport Modeling and Groundwater Remedial Action Permit	\$ 5,900
Task 4- Reporting and Management	\$ 13,300
Task 5- Response Action Outcome (RAO)	\$ 4,500
Total	\$ 59,500

The proposed budget includes approximately **\$16,400** for subcontractor's fee, including laboratory analysis, equipment cost, etc., and NJDEP fees. The budget contained in this proposal is the firm's best estimate of the effort required to carry out the project as outlined in the scope of work. However, the client will be billed for the actual effort expended to implement the Scope of Services in accordance with the attached billing rates for Environmental Engineering and LSRP services. In no event will the client be billed or work performed in excess of the proposal amount without client's prior approval.

ASSUMPTIONS AND LIMITATIONS

The scope of work is limited to the tasks outlined above. Based on the investigation findings, additional remediation activities may be required to comply with N.J.A.C. 7:26E and close the case. A separate cost proposal will be provided for any additional work.



Mr. Leonard R. Lepore, PE
Municipal Engineer/Director of Public Works
Re: Department of Public Works at 25 Lakeside Avenue – LSRP Services

November 6, 2018
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SPECIAL CONDITIONS FOR LSRP SERVICES

- The enactment of the Site Remediation Reform Act (SRRA; N.J.S.A. 58:10C-1 et seq) on May 7, 2009, and the adoption of the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS; N.J.A.C. 7:26C) on November 4, 2009 require that all new remediation cases follow the provisions of SRRA. A key requirement of these rules is that a Licensed Site Remediation Professional (LSRP) must oversee all new remediation cases.
- The ARRCS requires the person responsible for conducting a remediation to notify the NJDEP of any confirmed discharges of contaminants or condition of Immediate Environmental Concern (“IEC”). Please note that being an LSRP, as a State licensed professional, I will thus have the obligation to report any such conditions to the NJDEP without obtaining any prior approval from the client.
- LSRP will provide the required services in accordance with SRRA and has the obligation to submit, maintain and preserve the relevant documents.
- LSRP is not responsible for client’s failure to disclose relevant information, perform SRRA obligations, fund remediation, and follow LSRP’s recommended actions. Client’s failure to perform these obligations may result in fines/penalties by the NJDEP.
- The issuance of RAO by LSRP is not a guarantee or warranty that the site is free of contamination, or that it will be accepted by the NJDEP.
- NJDEP may audit the RAO within three (3) years after the date the LSRP filed the RAO with the NJDEP. LSRP is not responsible for additional requirements imposed by NJDEP after review/audit, except to the extent they arise out of LSRP’s negligence.

We appreciate the opportunity to submit this proposal and assist the Township on this project. Should you have any questions, please do not hesitate to call me at 732-951-2101, extension 103.

Respectfully submitted,
CME Associates



Mr. Leonard R. Lepore, PE
Municipal Engineer/Director of Public Works
Re: Department of Public Works at 25 Lakeside Avenue – LSRP Services

November 6, 2018
Page 8 of 8

Behram Turan, P.E., LSRP- Principal
Director of Environmental Services

Enclosure

cc: Michael McClelland, P.E., P.P. - Partner / CME Associates

RESOLUTION

To authorize the purchase of one (1) 2019 Ford F250 Extended Cab Pickup Truck through the New Jersey State Contract # A88726, T2100

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

WHEREAS, the budgetary approval has been granted for the Township Fire Department to make this purchase; and

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

WHEREAS, the New Jersey State Contract # A88726, T2100 for said vehicles (see attached Exhibit "A") has been awarded to: Chas S. Winner D/B/A Winner Ford, located 250 Berlin Road, Cherry Hill, NJ 08034 to be as follows:

NJ State Contract #A88726, T2100

(1) 2019 Ford F250 Extended Cab P/U Truck W/options \$44,485.00

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of West Orange who hereby authorizes the Purchasing Agent, on behalf of the Township to issue and execute a Purchase Order for the total in the amount of \$44,485.00 to Winner Ford with funds certified available by the Chief Financial Officer.

Karen J. Carnevale, Municipal Clerk

Susan McCartney, Council President

I hereby certify funds available:

Account No. 03-2544-18-0600-090 \$40,000.00

Account No. 03-2544-18-0600-100 \$4,485.00

John O. Gross, Chief Financial Officer

EXHIBIT

“A”



(856) 433-1370 Phone

(856) 488-1915 Fax

**2019 FORD F250 EXTENDED CAB PICKUP TRUCKS
STATE OF NEW JERSEY CONTRACT A88726, T2100**

10/3/18

Steve Hywell
Township of West Orange
973-325-4175
SHywel@westorange.org

Standard equipment per specifications

6.2L V8 gas flex fuel engine 385 HP, 405 ft-lb torque with 6 speed automatic transmission Tilt and telescoping steering wheel, intelligent oil life monitor
AM/FM stereo radio with 2 speakers and clock, dual air bags
Airbags, frontal driver & passenger, side impact and side air curtains
Safety canopy, trailer sway control, Advance Trac w/roll stability control
4 wheel power ABS brakes, front and rear disc, power steering
Mono-beam front axle with coil springs, 35 gallon fuel tank (8 foot bed)
Manual floor mounted transfer case with manual locking hubs (4x4)
155-amp HD alternator (gas), 650 CCA battery (gas)
LT245/75Rx17E BSW all season tires, includes spare
17" argent painted steel wheels with center hub, tire pressure monitor system
Painted front and rear bumpers, rear bumper is step type (pickup bed application only)
Black painted grille, solar tinted glass, air conditioning
Manual telescoping trailer tow mirrors with manual glass
Halogen headlamps, 2 front frame mounted tow hooks
Full width vinyl 40/20/40 bench seat with manual recline adjustment
Door trim-armrest/grab handle & reflector, black vinyl floor covering
11.5" day/night rearview mirror, SecuriLock anti-theft ignition
Tachometer, speedometer, oil pressure, transmission temp, engine temp, and fuel gauge
Black cluster w/black gauges w/white graphics and one button message canter with odometer, trip odometer, distance to empty, average fuel economy and engine hour meter
Interval windshield wipers, power point, standard XL trim
3 year or 36,000 mile basic, 5 yr or 60,000 mile Powertrain Warranty

Extended cab

\$22,967.00

Available 8 foot or 6' 9" bed

4X4 additional

2,953.00

Crew Cab additional

3,910.00

SHIFT ON THE FLY STANDARD. MUST REQUEST MANUAL TRANSFER CASE

Continued on next page

Options

X4M Axle, Limited Slip (Ratio 4.30)	390.00
4x2/4x4 TBM LT245/75Rx17E BSW AT (Optional XL)	165.00
18B Cab Steps (w/ Super/Crew Cab XL)	445.00
54K Manual Telescoping Trailer Tow Mirrors (XL w/ 90L)	N/C
66S Upfitter Switches (4) req H-D alternator 67D	165.00
473 Snow Plow Package	185.00
52B TowCommand Integrated Trailer Brake Controller	270.00
90L Power Equip Group on XL Only (Crew Cab)	1,125.00
85S Tough Bed Spray-in bedliner	495.00

Total Truck with Options **\$33,070.00**

Emergency Equipment

Western 8 ft. Ultramount Plow	5,249.00
Snow deflector, rubber	265.00
Whelen Liberty II DUO	2,870.00
Red/Blue/All White Front	
Red/Blue/All Amber Rear (Traffic Advisor)	
Whelen Siren/Switch Controller	690.00
Whelen 100 Watt Speaker	325.00
Whelen Grille Mounted ION's – Two (2) Amber	335.00
Whelen Vertex in Rear Tail Lamp – Two (2) Amber	410.00
80 Amp Breaker	95.00

Total Truck & Emergency Equipment **\$43,309.00**

Recommendation:

JW089 Graphics per Customer's spec's **\$1,176.00**

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 **November 13, 2018** 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.
- () 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):

Resolution authorizing settlement agreement in a matter sealed by the Court.

(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 **November 13, 2018**

Motion:

Second:

Vote

Aye:

Opposed:

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

Susan McCartney
Council President

Adopted: November 13, 2018

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-37.1b MUNICIPAL PARKING YARDS;
METERED PARKING, PERMIT PARKING, TIME LIMITED PARKING,
AND 7-23.1 TURNS RESTRICTED OF THE REVISED GENERAL ORDINANCES
OF THE TOWNSHIP OF WEST ORANGE**

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

Section 1. Subsection 7-37.1b, Municipal Parking Yards, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion*, **bold type denotes addition**):

Parking Yard	Block	Lot	Location
<i>13</i>	<i>176.05</i>	<i>12 (portion) and 14 (portion)</i>	<i>463-481 Pleasant Valley Way</i>
13	176.05	12.13	4 Haller Road (behind 471 Pleasant Valley Way)
16	176.03	10	665 Eagle Rock Avenue

Section 2. Subsection 7-23.1, Turn Prohibitions, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion*, **bold type denotes addition**):

Intersection	Turn Prohibited	Hours/Days	Movement Prohibited
4 Haller Road (Driveway of Parking Yard 13)	Left	All	Westbound out of driveway of 4 Haller Road for Parking Yard 13 to southwesterly on Haller Road.

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

Section 4. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 5. This Ordinance shall take effect upon final passage and publication in accordance with law.

Robert D. Parisi, Mayor

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

Susan McCartney, Council President

Introduced: October 30, 2018

Adopted: November 13, 2018

LEGISLATIVE HISTORY

Parking Yard #13, previously located at 463-481 Pleasant Valley Way, has been relocated to 4 Haller Road due to construction of the new Chase Bank on that site. The Land Use Board approval for the Chase Bank at 471 Pleasant Valley Way required that left turns out of the rear Municipal Parking Yard be prohibited.

New Parking Yard #16, located at 665 Eagle Rock Avenue, is located on the westbound side behind the Pleasant Valley Way businesses, and is utilized by local residents patronizing those businesses. This lot has been newly constructed, replacing parking spaces lost due to the construction of the Chase Bank.

BOND ORDINANCE PROVIDING FOR THE LOCAL UNIT'S ALLOCABLE SHARE OF CAPITAL IMPROVEMENT PROJECTS FOR THE JOINT MEETING OF ESSEX AND UNION COUNTIES, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY, APPROPRIATING \$1,570,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,570,000 BONDS OR NOTES TO FINANCE THE COST THEREOF

BE IT ORDAINED AND ENACTED BY THE GOVERNING BODY OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), AS FOLLOWS:

SECTION 1. The improvements described in Section 3 of this bond ordinance are hereby authorized to be undertaken by the Joint Meeting of Essex and Union Counties (the "Joint Meeting") on behalf of the Township of West Orange, in the County of Essex, State of New Jersey (the "Local Unit") as general improvements. For the said improvements stated in Section 3, there is hereby appropriated the aggregate sum of \$1,570,000. Pursuant to the provisions of N.J.S.A. 40A:2-11(c) of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"), no down payment is required as this bond ordinance authorizes obligations for environmental infrastructure projects which are funded by a loan from the New Jersey Infrastructure Bank (the "I-Bank").

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet the \$1,570,000 appropriation, negotiable bonds of the Local Unit are hereby authorized to be issued in the principal amount of

\$1,570,000 pursuant to and within all limitations prescribed by the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Local Unit in a principal amount not exceeding \$1,570,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

SECTION 3. The improvements hereby authorized and purposes for the financing of which said debt obligations are to be issued are for the Local Unit's allocable share of capital improvement projects being undertaken by the Joint Meeting, including, but not limited to, (i) waste gas burner upgrades consisting of (a) the replacement of waste gas burners at the Digester Building and (b) upgrades to sludge storage tanks with state-of-the-art flares to meet current air emission permitting requirements; (ii) rehabilitation of various structures, including, but not limited to, concrete repairs and/or reconstruction of the Screen House, the Old Chlorine Building, the Chlorination Building, the Aeration Gallery, and the Waste Gas Building, replacement of brick veneer panels and supporting walls in the Dewatering Building, and replacement of the coping and brick façade on the sludge storage tanks; and (iii) replacement and construction of the Tunnel Building along with the replacement of severely corroded piping within the tunnel, including installation of new sludge pumps.

a. All improvements shall include, as applicable, all work, materials, equipment, engineering, design, architectural, environmental consulting work, preparation of plans and specifications, permits, bid documents, conducting and preparation of reports and studies, equipment rental, labor and appurtenances necessary therefore or incidental thereto.

b. The aggregate estimated maximum amount of bonds or notes to be issued for said improvements or purposes is \$1,570,000.

c. The aggregate estimated cost of said improvements or purposes is \$1,570,000.

SECTION 4. In the event the United States of America, the State of New Jersey, and/or the County of Essex make a loan, contribution or grant-in-aid to the Local Unit for the improvements authorized hereby and the same shall be received by the Local Unit prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, and/or the County of Essex. In the event, however, that any amount so loaned, contributed or granted by the United States of America, the State of New Jersey, and/or the County of Essex shall be received by the Local Unit after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply however, with respect to any contribution or grant in aid received by the Local Unit as a result of using such funds from this bond ordinance as "matching local funds" to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Local Unit, provided that no bond anticipation note shall mature later than one (1) year from its date, unless such bond anticipation notes are permitted to mature at such later date in

accordance with the provisions of the New Jersey Infrastructure Trust Act, N.J.S.A. 58:11B-1 ("NJIT Act"). The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer of the Local Unit shall determine all matters in connection with the bond anticipation notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time in accordance with the provisions of Section 8.1 of the Local Bond Law and, as applicable, the provisions of the NJIT Act. The Chief Financial Officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, and the maturity schedule of the bond anticipation notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Local Unit hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Local Unit is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget,

a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

a. The purposes described in Section 3 of this bond ordinance are not current expenses and are improvements which the Local Unit may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

b. The average period of usefulness of said improvements is within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 30 years.

c. The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Local Unit and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services within the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the Local Unit, as defined in the Local Bond Law, is increased by the authorization of the bonds and notes provided for in this bond ordinance by \$1,570,000 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

d. An aggregate amount not exceeding \$180,000 for items of expense listed in and permitted under section 20 of the Local Bond Law is included in the

estimated cost indicated herein for the improvements hereinbefore described.

e. In accordance with N.J.S.A. 40:63-134, bonds authorized and issued by the Local Unit to finance improvements or works for the Joint Meeting shall not be taken to be included within or governed by any limitation fixed by law to the amount of bonds authorized to be issued by the Local Unit.

SECTION 8. The full faith and credit of the Local Unit are hereby pledged to the punctual payment of the principal of and the interest on the debt obligations authorized by this bond ordinance. The debt obligations shall be direct, unlimited obligations of the Local Unit, and the Local Unit shall be obligated to levy ad valorem taxes upon all the taxable property within the Local Unit for the payment of the debt obligations and the interest thereon without limitation as to rate or amount.

SECTION 9. The Local Unit reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. This Section 9 is intended to be and hereby is a declaration of the Local Unit's official intent to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations Section 150-2.

SECTION 10. The Local Unit covenants to maintain the exclusion from gross income under section 103(a) of the Code, of the interest on all bonds and notes issued under this ordinance.

SECTION 11. Upon adoption hereof, the Clerk of the Local Unit shall forward

certified copies of this bond ordinance to Everett M. Johnson, Esq., Wilentz, Goldman & Spitzer, P.A., bond counsel to the Joint Meeting of Essex and Union Counties, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication hereof after final adoption, as provided by the Local Bond Law.

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

ROBERT D. PARISI, MAYOR

INTRODUCED: November 13, 2018

SUSAN McCARTNEY, COUNCIL PRESIDENT

ADOPTED: November 27, 2018