

1. Conference Meeting Agenda

Documents:

[CA 1.10.23.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 1.10.23.PDF](#)

3. Resolution(S)

3.I. 1-23

Documents:

[01-23 TEMPORARY BUDGET.PDF](#)
[01-23 DETAIL.PDF](#)

3.II. 2-23

Documents:

[02-23 CASH MANAGEMENT PLAN.PDF](#)
[02-23 ATTACHMENT - CASH MANAGEMENT PLAN.PDF](#)

3.III. 3-23

Documents:

[3-23 EMERGENCY TEMP. APP. - TAX APPEALS.PDF](#)

3.IV. 4-23

Documents:

[4-23 OFFICIAL NEWSPAPERS 1.10.23.PDF](#)

3.V. 5-23

Documents:

[5-23 RESOLUTION AUTHORIZING INTERLOCAL AGREEMENT WITH
BOROUGH OF ROSELAND FOR ANIMAL CONTROL SERVICES -2023.PDF](#)
[5-23 ROSELAND ANIMAL CONTROL SERVICES-2023.PDF](#)

3.VI. 6-23

Documents:

[6-23 RESOLUTION AUTHORIZING AGREEMENT WITH GARDEN STATE
LABORATORY FOR LABORATORY TESTING SERVICES - 2023-1.PDF](#)
[6-23 GARDEN STATE LABORATORY CONTRACT 2023.PDF](#)

3.VII. 7-23 REMOVED FROM AGENDA

3.VIII. 8-23

Documents:

[8-23 RESOLUTION ELIMINATING THE TASKFORCE AND ADVISORY COMMITTEE REGARDING CANNIBIS BUSINESSES FOR THE TOWNSHIP OF WEST ORANGE.PDF](#)

3.IX. 9-23

Documents:

[9-23 RESOLUTION AUTHORIZING RETENTION OF DIANA MCGOVERN.PDF](#)

3.X. 10-23

Documents:

[10-23 RESOLUTION EMERGENCY AND NON EMERGENCY TREE SERVICES 2023.PDF](#)
[10-23 ATTACHMENT.PDF](#)

3.XI. 11-23

Documents:

[11-23 GINNY DUENKEL POOL IMPROVEMENTS.PDF](#)
[11-23 ATTACHMENT.PDF](#)

3.XII. 12-23

Documents:

[12-23 CHANGE ORD. NO. 7-WEST ORANGE LIBRARY 10 ROONEY CIRCLE.PDF](#)
[12-23 ATTACHMENT - CHANGE ORDER NO. 7.PDF](#)

3.XIII. 13-23

Documents:

[13-23 WEST ORANGE LIBRARY 10 ROONEY CIRCLE - CHANGE ORDER NO. 8 \(002\).PDF](#)
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3.XIV. 14-23

Documents:

[14-23 WEST ORANGE LIBRARY 10 ROONEY CIRCLE - CHANGE ORDER NO. 9.PDF](#)
[14-23 ATTACHMENT - CHANGE ORDER 9.PDF](#)

3.XV. 15-23

Documents:

[15-23 - WEST ORANGE LIBRARY 10 ROONEY CIRCLE - CHANGE ORDER NO. 10.PDF](#)
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3.XVI. 16-23

Documents:

[16-23 WEST ORANGE LIBRARY 10 ROONEY CIRCLE - CHANGE ORDER NO. 11.PDF](#)
[16-23 ATTACHMENT - CHANGE ORDER 11.PDF](#)

3.XVII. 17-23

Documents:

[17-23 CORRECTING RESOLUTION 330-22-CONTRACT FOR MUNICIPAL BUILDING INTERIOR IMPROVEMENTS REPAIRS PHASE I TO VMF CO.PDF](#)

3.XVIII. 18-23

Documents:

[18-23 APPT. OF DEPARTMENT DIRECTORS.PDF](#)

3.XIX. 19-23

Documents:

[19-23 RESOLUTION APPROVING MATRIX BARTON PRESS PHASE II PROPOSAL.PDF](#)
[19-23 PROPOSAL_55 LAKESIDE AVENUE-REV.PDF](#)
[19-23 TABLE 3 SAMPLE TRACKING TABLE_11_1_2022.PDF](#)
[19-23 FIGURE 4 SOIL ANALYTICAL RESULTS_11.7.2022.PDF](#)
[19-23 FIGURE 5 GROUNDWATER ANALYTICAL RESULTS_11.7.2022.PDF](#)

3.XX. 20-23

Documents:

[20-23 AUTHORIZING THE COMPETITIVE CONTRACTING PROCESS FOR INSURANCE BROKERAGE AND OTHER RELATED SVCS.PDF](#)

3.XXI. 21-23

Documents:

[21-23 AWARD OF CONTRACT TO CME - 2022 CDBG VALLEY RD \(FREEMAN ST. TO KINGSLEY ST\) ASHWOOD TERR-WILLIAM ST \(FRANKLIN AVE TO MAIN ST\).PDF](#)
[21-23 ATTACHMENT.PDF](#)

3.XXII. 22-23

Documents:

[22-23 RESOLUTION AUTHORIZING SPENDING-COAH.PDF](#)
[22-23 ATTACHMENT WO SPENDING PLAN .PDF](#)

3.XXIII. 23-23

Documents:

[23-23 RESOLUTION REVOKING RESOLUTION OF LOCAL SUPPORT FOR KEMISTRY LLC RE LOCATION-REVISED.PDF](#)

3.XXIV. 24-23

Documents:

[24-23 HISTORIC PRESERVATION COMMISSION GRANT RESOLUTION 2023.PDF](#)

4. Ordinance(S) On First Reading

4.I. 2706-23

Documents:

[2706-23 ORDINANCE GOVERNING CANNABIS BUSINESSES-REVISED.PDF](#)

4.II. 2707-23

Documents:

[2707-23 ORDINANCE REVISING RULES OF COUNCIL LIMITING PUBLIC COMMENT TO 3 MINUTES.PDF](#)

4.III. 2708-23

Documents:

[2708-23 ORDINANCE APPOINTING OLDER ADULTS ADVISORY BOARD.PDF](#)

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, January 10, 2023
Meeting No. 2

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 23, 2022 and published in the West Orange Chronicle on December 1, 2022.

Roll Call – Councilwoman Casalino, Councilwoman Ghebremicael, Councilman Rutherford, Councilwoman Scarpa, Council President Williams, Mayor McCartney

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6:30 P.M

Swearing In of Department Directors-Oath Administered by Mayor McCartney

John O. Gross	Business Administrator & Chief Financial Officer
James P. Abbott	Director of Staff Operations & Chief of the Police Department
Anthony A. Vecchio	Chief of the Fire Department
Leonard R. Lepore	Director of the Department of Public Works & Engineer
William Kehoe	Director of the Department of Recreation
Michael A. Fonzino	Director of the Department of Health
Geniece Gary-Adams	Director of Planning and Development
Richard D. Trenk	Director of the Department of Law
Peter F. Smeraldo, Jr.	Assistant Business Administrator

- **Council Liaison Announcements**

- **Public Meeting – 7:00 p.m.**

PUBLIC MEETING AGENDA-REVISED

**Township of West Orange
66 Main Street – 7:00 p.m.
January 10, 2023
Meeting No. 2**

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 23, 2022 and published in the West Orange Chronicle on December 1, 2022.

Statement of Decorum

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

Roll Call – Councilwoman Casalino, Councilwoman Ghebremicael, Councilman Rutherford, Councilwoman Scarpa, Council President Williams, Mayor McCartney

- 1. Public Comment**
- 2. *Consent Agenda**
- 3. *Approval of Minutes of Previous Meeting – Public Meeting December 20, 2022**
- 4. *Report of Township Officers - None**
- 6. *Reading of Petitions and Communications and Bids - None**
- 7. *Bills-None**
- 8. *Resolutions**
 - a. 1-23 Resolution Authorizing the Temporary Budget – 2023 (Gross)**
 - b. 2-23 Resolution Authorizing a Cash Management Plan for 2023 (Gross)**
 - c. 3-23 Resolution Authorizing an Emergency Temporary Appropriation for Funding of Tax Appeals (Gross)**
 - d. 4-23 Resolution Designating the Official Newspapers for the Township of West Orange (Clerk)**
 - e. 5-23 Resolution Authorizing Interlocal Agreement with Borough of Roseland for Animal Control Services -2023 (DeNova)**
 - f. 6-23 Resolution Authorizing Agreement with Garden State Laboratory for Laboratory Testing Services – 2023 (DeNova)**
 - g. 7-23 REMOVED**
 - h. 8-23 Resolution Eliminating the Taskforce and Advisory Committee Regarding Cannabis Businesses for the Township of West Orange (Legal-Trenk)**
 - i. 9-23 Resolution Authorizing Retention of Diana McGovern to Represent the Township and the Planning Board with Regard to Certain Action at a Rate of \$175.00 Per Hour, NTE \$10,000. (Legal-Trenk)**

- j. 10-23 Resolution Awarding a Contract for Emergency and Non-Emergency Tree Services 2023 to Downes Tree Service, Co., Inc., 65 Royal Ave., Hawthorne, NJ 07970, and Rich Tree Service, 325 Bergen St., So. Plainfield, NJ 07080 (Lepore)**
- k. 11-23 Resolution Authorizing an Award of Contract for Improvements to Ginny Duenkel Pool to CFM Construction, Inc., 5 Bay Street, Stirling, NJ 07980 in the Amount of \$439,800.00 (Lepore)**
- l. 12-23 Resolution Authorizing Change Order No. 7 in the Amount of \$1,735.04 to H&S Construction and Mechanical, Inc., Elizabeth, NJ to Perform a Survey of the Existing Fire Alarm Devices on the 3rd Floor of 10 Rooney Circle (Lepore)**
- m. 13-23 Resolution Authorizing Change Order No. 8 Submitted by H&S Construction and Mechanical, Inc., Elizabeth, NJ, in the amount of \$6,811.93 to Perform Trenching and Patching To Accommodate For Additional Devices (Lepore)**
- n. 14-23 Resolution Authorizing Change Order No. 9 Submitted by H&S Construction and Mechanical, Inc., Elizabeth, NJ, in the amount of \$17,422.45 to Provide Steel Framing To Support New Rooftop Equipment At New Locations (Lepore)**
- o. 15-23 Resolution Authorizing Change Order No. 10 Submitted by H&S Construction and Mechanical, Inc., Elizabeth, NJ, in the amount of \$2,129.78 to Perform Additional Electrical Work (Lepore)**
- p. 16-23 Resolution Authorizing Change Order No. 11 Submitted by H&S Construction and Mechanical, Inc., Elizabeth, NJ, in the amount of \$2,388.09 to Perform Additional Electrical Work (Lepore)**
- q. 17-23 Resolution Correcting Adopted Resolution 330-22 Authorizing Award of Contract for Municipal Building Interior Improvements Repairs Phase I to VMF Co. (P. Reynolds)**
- r. 18-23 Resolution Authorizing the Mayor, with Consent of the Township Council, to Appoint Directors for Each Department, to Serve During the Term of Office of Mayor (Gross)**
- s. 19-23 Resolution Authorizing the Mayor to Execute a Contract for Additional Remedial Investigation at 55 Lakeside Ave. (Gross)**
- t. 20-23 Resolution Authorizing the Competitive Contracting Process for Insurance Brokerage and Other Related Services (Gross)**
This resolution will allow the Township to prepare a request for proposal in which the Competitive contracting methodology will be used according to State Statute for Insurance Brokerage Services as recommended by the Office of the State Comptroller. The proposal will be prepared with the ranking of criteria so an award can be made based on multiple factors.
- u. 21-23 Resolution Awarding a Professional Services Contract to CME Associates to Provide Professional Engineering and Land Surveying Service for the 2022 CDBG Block Grant Project for the Road Rehabilitation of Valley Rd -(Freeman St. to Kingsley St) Ashwood Terr-William St (Franklin Ave to Main St) in the Amount of \$46,000.00(Lepore)**
- v. 22-23 Resolution Approving the West Orange Trust Fund Spending Plan (Legal-Trenk)**
- w. 23-23 Resolution Rescinding Kemistry Letter of Support (Legal-Trenk) AS AMENDED**
- x. 24-23 Resolution of the Township Council of the Township of West Orange, In the County of Essex, State of New Jersey, Authorizing Application for a Historic Preservation Fund Certified Local Government Grant-In-Aid FFY 2023, and Acceptance of Same in the Event Awarded (B. Feeney-HPC)**

9. Ordinances on Second and Final Reading-None

10. Ordinances on First Reading

a. 2705-23 REMOVED

b. 2706-23 TABLED An Ordinance Amending Chapter 5, Section 34.3 And Section 34.6, And Chapter 25, Section 11.7, Section 24.2 And Part A: Permitted Uses Table of District Regulations of The Revised General Ordinances of The Township of West Orange (Licensed Cannabis Entities) (Legal-Trenk)

c. 2707-23 MOTION FAILED An Ordinance Amending Chapter 3, Sections 8 And 15 Of the Revised General Ordinances of The Township of West Orange (Legal-Trenk)

d. 2708-23 An Ordinance Creating Chapter 2, Section 62 of the Revised General Ordinances of The Township of West Orange, Entitled “Older Adults Advisory Board” (Legal-Trenk)

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.

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/86422750666?pwd=ZWJvczVDbkpVUVdnZUc3VHZJb00rZz09>

Webinar ID: 864 2275 0666

Passcode: 226872

Dial in: 1 646 931 3860

Next Meeting Date(s): January 24, 2023

01-23
1/10/2023

RESOLUTION-TEMPORARY BUDGET APPROPRIATION
PURSUANT TO N.J.S.A 40A:4-19

WHEREAS , N.J.S.A. 40A:4-19 provides for temporary budget appropriations;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange does hereby authorize the attached 2023 temporary budget appropriations:

Tammy Williams
Council President

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

2023 Temporary Budget		01-23
Account	Account Name	Amount
Current Fund		
01-2010-00-1001	MAYOR S&W	20,171.80
01-2010-00-1002	MAYOR O/E	5,683.19
01-2010-00-1102	PUBLIC INFORMATION OFFICER OE	157.68
01-2010-00-1201	TOWN COUNCIL S&W	16,545.28
01-2010-00-1202	TOWNSHIP COUNCIL-ADV	1,060.00
01-2010-00-1203	TOWN COUNCIL O/E	8,122.25
01-2010-00-1301	ABC S&W	185.50
01-2010-00-1302	ABC O/E	66.25
01-2010-00-1402	TOWNSHIP LITIGATION O/E	72,875.00
01-2010-00-1501	TOWNSHIP CLERK S&W	69,276.63
01-2010-00-1502	TOWNSHIP CLERK O/E	795.00
01-2010-00-1601	MUNICIPAL ELECTION S&W	1,325.00
01-2010-00-1602	MUNICIPAL ELECTION O/E	4,637.50
01-2010-00-1701	LEGAL SERVICES S&W	19,610.00
01-2010-00-1702	LEGAL SERVICES O/E	10,176.00
01-2010-00-1802	HUMAN RELATIONS COMMISSION OE	1,351.50
01-2010-00-1901	PLANNING BOARD S&W	1,391.25
01-2010-00-1902	PLANNING BOARD O/E	2,756.00
01-2010-00-1911	BOARD OF ADJUSTMENT S&W	1,391.25
01-2010-00-1912	BOARD OF ADJUSTMENT O/E	988.45
01-2010-00-1931	WASTE MANAGEM S&W	1,404.50
01-2010-00-1932	WASTE MANAGEM O/E	74,604.92
01-2010-00-1941	MUNICIPAL COURT S&W	93,596.87
01-2010-00-1942	MUNICIPAL COURT O/E	9,222.00
01-2010-00-1951	PUBLIC DEFENDER S&W	4,823.00
01-2010-00-1952	PUBLIC DEFENDER OE	1,590.00
01-2010-00-1962	ENVIRONMENTAL COMMISSION O/E	39.75
01-2010-00-1972	RENT LEVELING O/E	19.88
01-2010-00-2001	BUSINESS ADMI S&W	63,556.24
01-2010-00-2002	BUSINESS ADMI O/E	45,898.00
01-2010-00-2102	ADMIN OF TOWN OWNED PROPERTIES	265.00
01-2010-00-2201	PURCHASING S&W	37,993.85
01-2010-00-2202	PURCHASING O/E	10,202.50
01-2010-00-2302	CENTRAL PRINT O/E	7,340.50
01-2010-00-2402	TELEPHONE COMMUNICATIONS O/E	62,275.00
01-2010-00-2531	CENTRAL INSURANCE-ADMIN S&W	636.00

01-2010-00-2532	CENTRAL INSURANCE - HEALTH	2,562,985.70
01-2010-00-2533	CENTRAL INS - UNEMPLOYMENT	26.50
01-2010-00-2534	CENTRAL INSURANCE- LIABILITY	225,250.00
01-2010-00-2535	CENTRAL INS - WORK-COMP	132,500.00
01-2010-00-2602	CENTRAL MAILING O/E	19,543.75
01-2010-00-2701	TOWNSHIP PHYSICIAN S&W	265.00
01-2010-00-2702	TOWNSHIP PHYSICIAN O/E	2,481.73
01-2010-00-2801	COLLECTORS OF S&W	49,184.28
01-2010-00-2802	COLLECTORS OF O/E	6,413.00
01-2010-00-2902	TREASURER O/E	2,623.50
01-2010-00-2951	COMPTROLLER S&W	118,326.14
01-2010-00-2952	COMPTROLLER O/E	37,636.63
01-2010-00-3001	PLANNING & DEV S&W	79,457.26
01-2010-00-3002	PLANNING & DE O/E	8,505.18
01-2010-00-3101	HOUSING CODE S&W	53,879.80
01-2010-00-3102	HOUSING CODE O/E	1,517.13
01-2010-00-3152	HISTORIC PRESERVATION O/E	397.50
01-2010-00-3202	WO ARTS COUNCIL O/E	397.50
01-2010-00-3302	MAIN STREET O/E	11,264.89
01-2010-00-3402	WO ENERGY COMMISSION O/E	265.00
01-2010-00-4001	TAX ASSESSOR S&W	56,267.98
01-2010-00-4002	TAX ASSESSOR O/E	10,759.00
01-2010-00-5001	POLICE S&W	3,079,712.00
01-2010-00-5002	POLICE UNIFORM O/E	25,148.50
01-2010-00-5003	POLICE O/E	105,496.50
01-2010-00-6001	FIRE S&W	2,345,266.03
01-2010-00-6002	FIRE O/E	31,994.78
01-2010-00-6003	FIRE O/E	19,716.00
01-2010-00-6101	UNIFORM FIRE SAFETY S&W	7,486.25
01-2010-00-6102	UNIFORM FIRE SAFETY O/E	8,949.58
01-2010-00-6201	EMERGENCY MGT S&W	1,192.50
01-2010-00-6202	EMERGENCY MGT O/E	1,537.00
01-2010-00-7001	ENGINEERING S&W	146,839.88
01-2010-00-7002	ENGINEERING O/E	1,219.00
01-2010-00-7101	BUILDING & PROPERTY O/E	103,873.38
01-2010-00-7202	SHADE TREE O/E	18,616.25
01-2010-00-7301	PARKING FAC MAINT & REPAIR S&W	583.00
01-2010-00-7302	PARKING FAC MAINT & REPAIR O/E	1,184.55
01-2010-00-7401	PUBLIC WORKS S&W	734,295.96
01-2010-00-7502	STREET SALT & CHLORIDE O/E	117,925.00
01-2010-00-7503	STREET CLEANING AND DRAINAGE O	12,879.00
01-2010-00-7602	STREET REPAIR O/E	18,642.75
01-2010-00-7702	STREET SERVICE & TRAFFIC O/E	3,471.50

01-2010-00-7802	SANITATION O/E	1,616.50
01-2010-00-7902	CENTRAL AUTOMOTIVE O/E	145,352.50
01-2010-00-7952	SEWER & PUMP STATIONS O/E	15,317.00
01-2010-00-8051	GENERAL HEALTH SERVICES S&W	141,540.11
01-2010-00-8052	GENERAL HEALTH SERVICES O/E	5,928.58
01-2010-00-8101	SEN CITIZEN TRANS S&W	57,996.35
01-2010-00-8102	SEN CITIZEN TRANS O/E	251.75
01-2010-00-8301	WELFARE S&W	35,140.06
01-2010-00-8302	WELFARE O/E	1,338.25
01-2010-00-8401	ANIMAL CONTROL S&W	34,219.97
01-2010-00-8402	ANIMAL CONTROL O/E	841.38
01-2010-00-8502	PODIATRY CLINIC O/E	3,842.50
01-2010-00-8601	SEN CITIZEN HEALTH CTR S&W	46,961.50
01-2010-00-8602	SEN CITIZEN HEALTH CTR OE	1,265.38
01-2010-00-8632	AID TO HEALTH CARE FAC O/E	397.50
01-2010-00-8751	CHILD HEALTH CLINIC S&W	795.00
01-2010-00-8752	CHILD HEALTH CLINIC O/E	1,099.75
01-2010-00-8762	RETIRED CITIZENS PROGRAM O/E	5,525.25
01-2010-00-8801	RIGHT TO KNOW S&W	1,285.25
01-2010-00-8802	RIGHT TO KNOW O/E	112.63
01-2010-00-8902	GARBAGE-TRASH REMOVAL O/E	901,000.00
01-2010-00-9002	COMMUNITY SERVICES O/E	19,941.25
01-2010-00-9101	PARKS & PLAYGROUNDS S&W	173,106.41
01-2010-00-9102	PARKS & PLAYGROUNDS O/E	33,443.00
01-2010-00-9302	CELECRATION OF PUBLIC EVENTS O	12,296.00
01-2010-00-9401	CONSTRUCTION S&W	113,271.60
01-2010-00-9402	CONSTRUCTION O/E	18,470.50
01-2010-00-9500	ELECTRICITY O/E	155,025.00
01-2010-00-9501	CONDO STREET LIGHTING O/E	166,950.00
01-2010-00-9502	FUEL O/E	189,066.90
01-2010-00-9503	FUEL OIL	662.50
01-2010-00-9504	WATER- O/E	10,070.00
01-2010-00-9505	FIRE HYDRANT SERVICE O/E	177,192.25
01-2010-00-9610	CHALLENGE GRANT BUS SHUTTLE O/	39,084.19
01-2010-00-9611	SALARY ADJUSTMENT S&W	1,325.00
01-2010-00-9612	NJSLOM	875.83
01-2010-00-9613	MEDICAL TRANSPORT BILLING SERV	33,125.00
01-2010-00-9614	CONTINGENT O/E	265.00
01-2010-00-9902	PERS O/E	242,546.02
01-2010-00-9903	FICA O/E	285,664.44
01-2010-00-9904	CONSOLIDATED P & F PENSION O/E	4,698.55
01-2010-00-9905	P&F RET SYSTEM O/E	1,102,654.67
01-2010-00-9907	DEFINED CONTRIBUTION RET. O/E	530.00

01-2010-02-1005	EMPLOYEES HOSP OUT OF CAP	33,425.86
01-2010-02-1006	JOINT OUTLET SEWER M O/E	2,523,232.00
01-2010-02-1007	MAINT.FREE PUBLIC LIBRARY O/E	527,130.75
01-2010-02-1008	TAX APPEALS PENDING O/E	650,000.00
01-2010-04-1004	ESSEX FELL HEALTH ILSA S&W	10,269.00
01-2010-05-1000	PUBLIC SAFETY OE GRANT APPROPRIATION	5,018.53
01-2010-06-1002	CAPITAL IMPROVEMENT FUND	275,000.00
01-2010-07-1002	DEBT SERVICE O/E -BOND PRINCIPAL	3,530,000.00
01-2010-07-1003	DEBT SERVICE O/E - BAN PRINCIPAL	1,148,089.18
01-2010-07-1004	DEBT SERVICE O/E -BOND INTEREST	1,163,752.50
01-2010-07-1005	DEBT SERVICE O/E -BAN INTEREST	280,844.26
01-2010-07-1006	DEBT SERVICE O/E -NJEIT PRINCIPAL	238,649.65
01-2010-07-1007	DEBT SERVICE O/E -NJEIT INTEREST	69,343.36
01-2010-08-1004	DEFERRED CHARGES-OUT OF CAP	1,287,280.00
01-2010-10-1002	RESERVE FOR UNCOLLECTED TAXES	2,887,057.99
01-2010-11-1000	PENDING RETRO	238,500.00
	Total	29,867,694.74
POOL UTILITY		
08-2010-55-5011	POOL S&W	42,662.35
08-2010-55-5022	POOL OE	21,480.90
08-2010-55-5412	FICA	2,990.79
08-2010-55-5422	NJ UMEMPLOYMENT INS	0.27
	Total	67,134.31

RESOLUTION-CASH MANAGEMENT PLAN

WHEREAS, N.J.S.A. 40A:5-14 mandates that the Governing Body of a municipal corporation shall, by resolution passed by a majority vote of the full membership thereof, designate as a depository for its monies a bank or trust company having its place of business in the state and organized under the laws of the United States or this state; and

WHEREAS, N.J.S.A. 40A:5-15.1 amended by Chapter 148, P.L. 1997 established new requirements for the investment of public funds and adoption of a cash management plan for counties, municipalities and authorities; and

WHEREAS, the Mayor and Township Council of the Township of West Orange wish to comply with the above statutes;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Township Council of the Township of West Orange adopt the attached cash management plan, including the official depositories for the Township of West Orange for the 2023 year.

Tammy Williams
Council President

Karen Carnevale
Municipal Clerk

TOWNSHIP OF WEST ORANGE
EMERGENCY TEMPORARY APPROPRIATION RESOLUTION
FOR THE PURPOSE OF FUNDING EMINENT TAX APPEALS
PRIOR TO ADOPTION OF 2023 BUDGET -N.J.S. 40A:4-20

WHEREAS, an emergent condition has arisen with respect to the continued operation of the Municipality, and more appropriations are needed to pay tax appeal claims, and no adequate provision has been made in the 2023 Temporary Budget for the aforesaid purpose, and N.J.S.40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose above mentioned, and

NOW, THEREFORE, BE IT RESOLVED, (not less than two-thirds of all members, thereof affirmatively concurring) that in accordance with N.J.S. 40A:4-20, emergency temporary appropriations be and the same are hereby made for the purpose indentified by the titles herein listed and the sums set opposite such titles:

2023 EMERGENCY TEMPORARY APPROPRIATIONS ARE HEREBY ATTACHED AND MADE PART OF THIS RESOLUTION

Tax Appeals	500,000.00
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Karen Carnevale
Municipal Clerk

Tammy Williams
Council President

01-23
1/10/2023

RESOLUTION-TEMPORARY BUDGET APPROPRIATION
PURSUANT TO N.J.S.A 40A:4-19

WHEREAS , N.J.S.A. 40A:4-19 provides for temporary budget appropriations;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange does hereby authorize the attached 2023 temporary budget appropriations:

Tammy Williams
Council President

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

2023 Temporary Budget		01-23
Account	Account Name	Amount
Current Fund		
01-2010-00-1001	MAYOR S&W	20,171.80
01-2010-00-1002	MAYOR O/E	5,683.19
01-2010-00-1102	PUBLIC INFORMATION OFFICER OE	157.68
01-2010-00-1201	TOWN COUNCIL S&W	16,545.28
01-2010-00-1202	TOWNSHIP COUNCIL-ADV	1,060.00
01-2010-00-1203	TOWN COUNCIL O/E	8,122.25
01-2010-00-1301	ABC S&W	185.50
01-2010-00-1302	ABC O/E	66.25
01-2010-00-1402	TOWNSHIP LITIGATION O/E	72,875.00
01-2010-00-1501	TOWNSHIP CLERK S&W	69,276.63
01-2010-00-1502	TOWNSHIP CLERK O/E	795.00
01-2010-00-1601	MUNICIPAL ELECTION S&W	1,325.00
01-2010-00-1602	MUNICIPAL ELECTION O/E	4,637.50
01-2010-00-1701	LEGAL SERVICES S&W	19,610.00
01-2010-00-1702	LEGAL SERVICES O/E	10,176.00
01-2010-00-1802	HUMAN RELATIONS COMMISSION OE	1,351.50
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01-2010-00-1902	PLANNING BOARD O/E	2,756.00
01-2010-00-1911	BOARD OF ADJUSTMENT S&W	1,391.25
01-2010-00-1912	BOARD OF ADJUSTMENT O/E	988.45
01-2010-00-1931	WASTE MANAGEM S&W	1,404.50
01-2010-00-1932	WASTE MANAGEM O/E	74,604.92
01-2010-00-1941	MUNICIPAL COURT S&W	93,596.87
01-2010-00-1942	MUNICIPAL COURT O/E	9,222.00
01-2010-00-1951	PUBLIC DEFENDER S&W	4,823.00
01-2010-00-1952	PUBLIC DEFENDER OE	1,590.00
01-2010-00-1962	ENVIRONMENTAL COMMISSION O/E	39.75
01-2010-00-1972	RENT LEVELING O/E	19.88
01-2010-00-2001	BUSINESS ADMI S&W	63,556.24
01-2010-00-2002	BUSINESS ADMI O/E	45,898.00
01-2010-00-2102	ADMIN OF TOWN OWNED PROPERTIES	265.00
01-2010-00-2201	PURCHASING S&W	37,993.85
01-2010-00-2202	PURCHASING O/E	10,202.50
01-2010-00-2302	CENTRAL PRINT O/E	7,340.50
01-2010-00-2402	TELEPHONE COMMUNICATIONS O/E	62,275.00
01-2010-00-2531	CENTRAL INSURANCE-ADMIN S&W	636.00

01-2010-00-2532	CENTRAL INSURANCE - HEALTH	2,562,985.70
01-2010-00-2533	CENTRAL INS - UNEMPLOYMENT	26.50
01-2010-00-2534	CENTRAL INSURANCE- LIABILITY	225,250.00
01-2010-00-2535	CENTRAL INS - WORK-COMP	132,500.00
01-2010-00-2602	CENTRAL MAILING O/E	19,543.75
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01-2010-00-2702	TOWNSHIP PHYSICIAN O/E	2,481.73
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01-2010-00-2802	COLLECTORS OF O/E	6,413.00
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01-2010-00-2952	COMPTROLLER O/E	37,636.63
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01-2010-00-3002	PLANNING & DE O/E	8,505.18
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01-2010-00-3102	HOUSING CODE O/E	1,517.13
01-2010-00-3152	HISTORIC PRESERVATION O/E	397.50
01-2010-00-3202	WO ARTS COUNCIL O/E	397.50
01-2010-00-3302	MAIN STREET O/E	11,264.89
01-2010-00-3402	WO ENERGY COMMISSION O/E	265.00
01-2010-00-4001	TAX ASSESSOR S&W	56,267.98
01-2010-00-4002	TAX ASSESSOR O/E	10,759.00
01-2010-00-5001	POLICE S&W	3,079,712.00
01-2010-00-5002	POLICE UNIFORM O/E	25,148.50
01-2010-00-5003	POLICE O/E	105,496.50
01-2010-00-6001	FIRE S&W	2,345,266.03
01-2010-00-6002	FIRE O/E	31,994.78
01-2010-00-6003	FIRE O/E	19,716.00
01-2010-00-6101	UNIFORM FIRE SAFETY S&W	7,486.25
01-2010-00-6102	UNIFORM FIRE SAFETY O/E	8,949.58
01-2010-00-6201	EMERGENCY MGT S&W	1,192.50
01-2010-00-6202	EMERGENCY MGT O/E	1,537.00
01-2010-00-7001	ENGINEERING S&W	146,839.88
01-2010-00-7002	ENGINEERING O/E	1,219.00
01-2010-00-7101	BUILDING & PROPERTY O/E	103,873.38
01-2010-00-7202	SHADE TREE O/E	18,616.25
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01-2010-00-7502	STREET SALT & CHLORIDE O/E	117,925.00
01-2010-00-7503	STREET CLEANING AND DRAINAGE O	12,879.00
01-2010-00-7602	STREET REPAIR O/E	18,642.75
01-2010-00-7702	STREET SERVICE & TRAFFIC O/E	3,471.50

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01-2010-00-8102	SEN CITIZEN TRANS O/E	251.75
01-2010-00-8301	WELFARE S&W	35,140.06
01-2010-00-8302	WELFARE O/E	1,338.25
01-2010-00-8401	ANIMAL CONTROL S&W	34,219.97
01-2010-00-8402	ANIMAL CONTROL O/E	841.38
01-2010-00-8502	PODIATRY CLINIC O/E	3,842.50
01-2010-00-8601	SEN CITIZEN HEALTH CTR S&W	46,961.50
01-2010-00-8602	SEN CITIZEN HEALTH CTR OE	1,265.38
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01-2010-00-8752	CHILD HEALTH CLINIC O/E	1,099.75
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01-2010-00-9102	PARKS & PLAYGROUNDS O/E	33,443.00
01-2010-00-9302	CELECRATION OF PUBLIC EVENTS O	12,296.00
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01-2010-00-9402	CONSTRUCTION O/E	18,470.50
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01-2010-00-9612	NJSLOM	875.83
01-2010-00-9613	MEDICAL TRANSPORT BILLING SERV	33,125.00
01-2010-00-9614	CONTINGENT O/E	265.00
01-2010-00-9902	PERS O/E	242,546.02
01-2010-00-9903	FICA O/E	285,664.44
01-2010-00-9904	CONSOLIDATED P & F PENSION O/E	4,698.55
01-2010-00-9905	P&F RET SYSTEM O/E	1,102,654.67
01-2010-00-9907	DEFINED CONTRIBUTION RET. O/E	530.00

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01-2010-02-1007	MAINT.FREE PUBLIC LIBRARY O/E	527,130.75
01-2010-02-1008	TAX APPEALS PENDING O/E	650,000.00
01-2010-04-1004	ESSEX FELL HEALTH ILSA S&W	10,269.00
01-2010-05-1000	PUBLIC SAFETY OE GRANT APPROPRIATION	5,018.53
01-2010-06-1002	CAPITAL IMPROVEMENT FUND	275,000.00
01-2010-07-1002	DEBT SERVICE O/E -BOND PRINCIPAL	3,530,000.00
01-2010-07-1003	DEBT SERVICE O/E - BAN PRINCIPAL	1,148,089.18
01-2010-07-1004	DEBT SERVICE O/E -BOND INTEREST	1,163,752.50
01-2010-07-1005	DEBT SERVICE O/E -BAN INTEREST	280,844.26
01-2010-07-1006	DEBT SERVICE O/E -NJEIT PRINCIPAL	238,649.65
01-2010-07-1007	DEBT SERVICE O/E -NJEIT INTEREST	69,343.36
01-2010-08-1004	DEFERRED CHARGES-OUT OF CAP	1,287,280.00
01-2010-10-1002	RESERVE FOR UNCOLLECTED TAXES	2,887,057.99
01-2010-11-1000	PENDING RETRO	238,500.00
	Total	29,867,694.74
POOL UTILITY		
08-2010-55-5011	POOL S&W	42,662.35
08-2010-55-5022	POOL OE	21,480.90
08-2010-55-5412	FICA	2,990.79
08-2010-55-5422	NJ UMEMPLOYMENT INS	0.27
	Total	67,134.31

RESOLUTION-CASH MANAGEMENT PLAN

WHEREAS, N.J.S.A. 40A:5-14 mandates that the Governing Body of a municipal corporation shall, by resolution passed by a majority vote of the full membership thereof, designate as a depository for its monies a bank or trust company having its place of business in the state and organized under the laws of the United States or this state; and

WHEREAS, N.J.S.A. 40A:5-15.1 amended by Chapter 148, P.L. 1997 established new requirements for the investment of public funds and adoption of a cash management plan for counties, municipalities and authorities; and

WHEREAS, the Mayor and Township Council of the Township of West Orange wish to comply with the above statutes;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Township Council of the Township of West Orange adopt the attached cash management plan, including the official depositories for the Township of West Orange for the 2023 year.

Tammy Williams
Council President

Karen Carnevale
Municipal Clerk

TOWNSHIP OF WEST ORANGE
EMERGENCY TEMPORARY APPROPRIATION RESOLUTION
FOR THE PURPOSE OF FUNDING EMINENT TAX APPEALS
PRIOR TO ADOPTION OF 2023 BUDGET -N.J.S. 40A:4-20

WHEREAS, an emergent condition has arisen with respect to the continued operation of the Municipality, and more apporpriations are needed to pay tax appeal claims, and no adequate provision has been made in the 2023 Temporary Budget for the aforesaid purpose, and N.J.S.40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose above mentioned, and

NOW, THEREFORE, BE IT RESOLVED, (not less than two-thirds of all members, thereof affirmatively concurring) that in accordance with N.J.S. 40A:4-20, emergency temporary appropriations be and the same are hereby made for the purpose indentified by the titles herein listed and the sums set opposite such titles:

2023 EMERGENCY TEMPORARY APPROPRIATIONS ARE HEREBY ATTACHED AND MADE PART OF THIS RESOLUTION

Tax Appeals	500,000.00
--------------------	-------------------

Karen Carnevale
Municipal Clerk

Tammy Williams
Council President

xxxx-23
1/10/2023

RESOLUTION-TEMPORARY BUDGET APPROPRIATION
PURSUANT TO N.J.S.A 40A:4-19

WHEREAS , N.J.S.A. 40A:4-19 provides for temporary budget appropriations;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange does hereby authorize the attached 2023 temporary budget appropriations:

Tammy Williams
Council President

Karen Carnevale
Municipal Clerk

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POOL UTILITY

08-2010-55-5011	POOL S&W	42,662.35
08-2010-55-5022	POOL OE	21,480.90
08-2010-55-5412	FICA	2,990.79
08-2010-55-5422	NJ UMEMPLOYMENT INS	0.27
	Total	67,134.31

RESOLUTION-CASH MANAGEMENT PLAN

WHEREAS, N.J.S.A. 40A:5-14 mandates that the Governing Body of a municipal corporation shall, by resolution passed by a majority vote of the full membership thereof, designate as a depository for its monies a bank or trust company having its place of business in the state and organized under the laws of the United States or this state; and

WHEREAS, N.J.S.A. 40A:5-15.1 amended by Chapter 148, P.L. 1997 established new requirements for the investment of public funds and adoption of a cash management plan for counties, municipalities and authorities; and

WHEREAS, the Mayor and Township Council of the Township of West Orange wish to comply with the above statutes;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Township Council of the Township of West Orange adopt the attached cash management plan, including the official depositories for the Township of West Orange for the 2023 year.

Tammy Williams
Council President

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

TOWNSHIP OF WEST ORANGE
EMERGENCY TEMPORARY APPROPRIATION RESOLUTION
FOR THE PURPOSE OF FUNDING EMINENT TAX APPEALS
PRIOR TO ADOPTION OF 2023 BUDGET -N.J.S. 40A:4-20

WHEREAS, an emergent condition has arisen with respect to the continued operation of the Municipality, and more appropriations are needed to pay tax appeal claims, and no adequate provision has been made in the 2023 Temporary Budget for the aforesaid purpose, and N.J.S.40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose above mentioned, and

NOW, THEREFORE, BE IT RESOLVED, (not less than two-thirds of all members, thereof affirmatively concurring) that in accordance with N.J.S. 40A:4-20, emergency temporary appropriations be and the same are hereby made for the purpose indentified by the titles herein listed and the sums set opposite such titles:

2023 EMERGENCY TEMPORARY APPROPRIATIONS ARE HEREBY ATTACHED AND MADE PART OF THIS RESOLUTION

Tax Appeals	500,000.00
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Karen Carnevale
Municipal Clerk

Tammy Williams
Council President

**Cash Management Plan of the Township of West Orange
In the County of Essex, New Jersey**

I. STATEMENT OF PURPOSE.

This Cash Management Plan (the "Plan") is prepared pursuant to the provisions of N.J.S.A. 40A:5-14 in order to set forth the basis for the deposits ("Deposits") and investment ("Permitted Investments") of certain public funds of the Township of West Orange, pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and the Permitted Investments will be done to ensure the safety, the liquidity (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to ensure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments.

II. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN.

A. The Plan is intended to cover the deposit and/or investment of the following funds and accounts of the Township of West Orange:

- Animal Control Trust Fund Account
- Assessment Trust Fund Account
- COAH Developer Fee Account and Growth Share Account
- Community Development Block Grant Account
- Current Account
- General Capital Account
- General Trust Account
- Municipal Insurance Trust Account
- Open Space Trust Fund
- Public Assistance Trust Fund I & II
- Section Eight Housing Account
- Special Improvement District Account
- Swim Pool Operating Account
- Unemployment Trust Account
- Workers' Compensation Account

All disbursements for the accounts listed above shall be made by checks signed (or facsimile signatures) by any three of the following: the Mayor, Comptroller, and Treasurer, or Designees.

B. It is understood that this Plan is not intended to cover certain funds and accounts of the Township of West Orange, specifically:

- Payroll Account

All disbursements for the Payroll Account shall be made by checks signed by the Comptroller, Tax Collector, Business Administrator, or Mayor.

III. DESIGNATION OF OFFICIALS OF THE TOWNSHIP OF WEST ORANGE
AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THE PLAN.

The Comptroller of the Township of West Orange (or Designee) (the "Designated Official") is hereby authorized and directed to deposit and/or invest the funds referred to in the Plan. Prior to making any such Deposits or any Permitted Investments, such officials of the Township of West Orange are directed to supply to all depositories or any other parties with whom the Deposits or Permitted Investments are made a written copy of this Plan which shall be acknowledged in writing by such parties and a copy of such acknowledgement kept on file with such officials.

IV. DESIGNATION OF DEPOSITORIES.

The following banks and financial institutions are hereby designated as official depositories for the Deposit of all public funds referred to in the Plan, including any certificates of Deposit which are not otherwise invested in Permitted Investments as provided for in the Plan:

Atlantic Federal Credit Union
Bank of America, N.A.
CitiBank
Kearny Federal Savings Bank
Glen Rock Savings Bank
JP Morgan Chase Bank
New York Community Bank
PNC Bank, National Association
Provident Bank
Regal Bank
Santander Bank
Sovereign Bank
State of New Jersey Cash Management Fund
TD Bank, NA
Valley National Bank
Union Center Bank
Wells Fargo Bank, NA

All such depositories shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgement to the Designated Official (s) in Section III above.

V. DESIGNATION OF BROKERAGE FIRMS AND DEALERS WITH WHOM THE
DESIGNATED OFFICIALS MAY DEAL.

The following brokerage firms and/or dealers and other institutions are hereby designated as firms with whom the Designated Official (s) of the Township of West Orange referred to in this Plan may deal for purposes of buying and selling securities identified in this Plan as Permitted Investments or otherwise providing for Deposits. All such brokerage firms and/or dealers shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgement to the Designated Official (s) referred to in Section III above.

None

VI. AUTHORIZED INVESTMENTS.

A. Except as otherwise specifically provided for herein, the Designated Official is hereby authorized to invest the public funds covered by this Plan, to the extent not otherwise held in Deposits, in the following Permitted Investments:

- (1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America;
- (2) Government money market mutual funds;
- (3) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;
- (4) Bonds or other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;
- (5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of the Treasury for investment by Local Units;
- (6) Local government investment pools;
- (7) Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P.L. 1977, c.281 (C.52:18A-90.4); or
- (8) Agreements for the repurchase of fully collateralized securities if.
 - (a) the underlying securities are permitted investments pursuant to paragraphs (1) and (3) of this subsection a;
 - (b) the custody of collateral is transferred to a third party;
 - (c) the maturity of the agreement is not more than 30 days;
 - (d) the underlying securities are purchased through a public depository as defined in section 1 of P.L. 1970, c.236 (C.17:19-41); and
 - (e) a master repurchase agreement providing for the custody and security of collateral is executed.

For purposes of the above language, the terms "government money market mutual fund" and "local government investment pool" shall have the following definitions:

Government Money Market Mutual Fund. An investment company or investment trust:

- (a) which is registered with the Securities and Exchange Commission under the "Investment Company Act of 1940," 15 U.S.C. sec. 80a-1 et seq., and operated in accordance with 17 C.F.R. sec 270.2a-7.
- (b) the portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; and
- (c) which has:
 - (I) attained the highest ranking or the highest letter and numerical rating of a nationally recognized statistical rating organization; or
 - (II) retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission pursuant to the "Investment Advisors Act of 1940" 15 U.S.C. sec. 80b-1 et seq., with experience investing in U.S. Government securities for at least the most recent past 60 months and with assets under management in excess of \$500 million.

Local Government Investment Pool. An investment pool:

- (a) which is managed in accordance with 17 C.F.R. sec. 270.2a-7;
- (b) which is rated in the highest category by a nationally recognized statistical rating organization;
- (c) which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. sec. 270.2a-7, and repurchase agreements that are collateralized by such U.S. Government securities;
- (d) which is in compliance with rules adopted pursuant to the "Administrative Procedure Act," P.L. 1968, c410 (c.52:14B-1 et seq.) by the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investments;
- (e) which does not permit investments in instruments that: are subject to high price volatility with changing market conditions; cannot reasonably be expected at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and

- (f) which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management fund, or through the use of a national or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967 c.9 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government Securities.

VII. SAFEKEEPING CUSTODY PAYMENT AND ACKNOWLEDGEMENT OF RECEIPT OF PLAN.

To the extent that any Deposit or Permitted Investment involves a document or security which is not physically held by the Township of West Orange, then such instrument or security shall be covered by a custodial agreement with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of such investments in the name of the Township of West Orange to assure that there is no unauthorized use of the funds or the Permitted Investments or Deposits. Purchase of any Permitted Investments that involve Securities shall be executed by a "delivery versus payment" method to ensure that such Permitted Investments are either received by the Township of West Orange or by a third-party custodian prior to or upon the release of the Township of West Orange's funds.

To assure that all parties with whom the Township of West Orange deals either by way of Deposits or Permitted Investments are aware of the authority and the limits set forth in this Plan, all such parties shall be supplied with a copy of this Plan in writing and all such parties shall acknowledge the receipt of that Plan in writing, a copy of which shall be on file with the Designated Official (s).

VIII. REPORTING REQUIREMENTS.

Each month during which this Plan is in effect, the Designated Official (s) referred to in Section III hereof shall supply to the governing body of The Township of West Orange a written report of any Deposits or Permitted Investments made pursuant to this Plan, which shall include, at a minimum, the following information:

- A. The name of any institution holding funds of the Township of West Orange as a Deposit or a Permitted Investment.
- B. The amount of securities or Deposits purchased or sold during the immediately preceding month.
- C. The class or type of securities purchased or Deposits made.
- D. The book value of such Deposits or Permitted Investments.
- E. The earned income on such Deposits or Permitted Investments. To the extent that such amounts are actually earned at maturity, this report shall provide an accrual of such earnings during the immediately preceding month.
- F. The fees incurred to undertake such Deposits or Permitted Investments.

- G. The market value of all Deposits or Permitted Investments as of the end of the immediately preceding month.
- H. All other information which may be deemed reasonable from time to time by the governing body of the Township of West Orange.

IX. EXPENDITURES OF DEPOSIT

All distribution of funds for expenditures of Township of West Orange funds shall be recorded on a Bill List presented to the Township Council at a public meeting for their approval. Once approved, the Chief Financial Officer will distribute the funds for the expenditures as specified on the Bill List. If the Chief Financial Officer determines that withholding distribution of funds for any properly authorized expenditure until the next Council Meeting would provide a threat to anyone's health, welfare or safety and/or negatively impact the efficiency of Township operations, the Chief Financial may immediately distribute funds for the expenditure and record it as such on the next Bill List presented to the Township Council.

X. TERM OF PLAN.

The Plan shall be in effect for the 2023 year. Attached to this Plan is a resolution of the governing body of the Township of West Orange approving this Plan for such period of time. The Plan may be amended from time to time. To the extent that any amendment is adopted by the Council, the Designated Official is directed to supply copies of the amendments to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan was so acknowledged.

xxxx-23
1/10/2023

RESOLUTION-TEMPORARY BUDGET APPROPRIATION
PURSUANT TO N.J.S.A 40A:4-19

WHEREAS , N.J.S.A. 40A:4-19 provides for temporary budget appropriations;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange does hereby authorize the attached 2023 temporary budget appropriations:

Tammy Williams
Council President

Karen Carnevale
Municipal Clerk

2023 Temporary Budget

Account	Account Name	Amount
Current Fund		
01-2010-00-1001	MAYOR S&W	20,171.80
01-2010-00-1002	MAYOR O/E	5,683.19
01-2010-00-1102	PUBLIC INFORMATION OFFICER OE	157.68
01-2010-00-1201	TOWN COUNCIL S&W	16,545.28
01-2010-00-1202	TOWNSHIP COUNCIL-ADV	1,060.00
01-2010-00-1203	TOWN COUNCIL O/E	8,122.25
01-2010-00-1301	ABC S&W	185.50
01-2010-00-1302	ABC O/E	66.25
01-2010-00-1402	TOWNSHIP LITIGATION O/E	72,875.00
01-2010-00-1501	TOWNSHIP CLERK S&W	69,276.63
01-2010-00-1502	TOWNSHIP CLERK O/E	795.00
01-2010-00-1601	MUNICIPAL ELECTION S&W	1,325.00
01-2010-00-1602	MUNICIPAL ELECTION O/E	4,637.50
01-2010-00-1701	LEGAL SERVICES S&W	19,610.00
01-2010-00-1702	LEGAL SERVICES O/E	10,176.00
01-2010-00-1802	HUMAN RELATIONS COMMISSION OE	1,351.50
01-2010-00-1901	PLANNING BOARD S&W	1,391.25
01-2010-00-1902	PLANNING BOARD O/E	2,756.00
01-2010-00-1911	BOARD OF ADJUSTMENT S&W	1,391.25
01-2010-00-1912	BOARD OF ADJUSTMENT O/E	988.45
01-2010-00-1931	WASTE MANAGEM S&W	1,404.50
01-2010-00-1932	WASTE MANAGEM O/E	74,604.92
01-2010-00-1941	MUNICIPAL COURT S&W	93,596.87
01-2010-00-1942	MUNICIPAL COURT O/E	9,222.00
01-2010-00-1951	PUBLIC DEFENDER S&W	4,823.00
01-2010-00-1952	PUBLIC DEFENDER OE	1,590.00
01-2010-00-1962	ENVIRONMENTAL COMMISSION O/E	39.75
01-2010-00-1972	RENT LEVELING O/E	19.88
01-2010-00-2001	BUSINESS ADMI S&W	63,556.24
01-2010-00-2002	BUSINESS ADMI O/E	45,898.00
01-2010-00-2102	ADMIN OF TOWN OWNED PROPERTIES	265.00
01-2010-00-2201	PURCHASING S&W	37,993.85
01-2010-00-2202	PURCHASING O/E	10,202.50
01-2010-00-2302	CENTRAL PRINT O/E	7,340.50
01-2010-00-2402	TELEPHONE COMMUNICATIONS O/E	62,275.00
01-2010-00-2531	CENTRAL INSURANCE-ADMIN S&W	636.00

01-2010-00-2532	CENTRAL INSURANCE - HEALTH	2,562,985.70
01-2010-00-2533	CENTRAL INS - UNEMPLOYMENT	26.50
01-2010-00-2534	CENTRAL INSURANCE- LIABILITY	225,250.00
01-2010-00-2535	CENTRAL INS - WORK-COMP	132,500.00
01-2010-00-2602	CENTRAL MAILING O/E	19,543.75
01-2010-00-2701	TOWNSHIP PHYSICIAN S&W	265.00
01-2010-00-2702	TOWNSHIP PHYSICIAN O/E	2,481.73
01-2010-00-2801	COLLECTORS OF S&W	49,184.28
01-2010-00-2802	COLLECTORS OF O/E	6,413.00
01-2010-00-2902	TREASURER O/E	2,623.50
01-2010-00-2951	COMPTROLLER S&W	118,326.14
01-2010-00-2952	COMPTROLLER O/E	37,636.63
01-2010-00-3001	PLANNING & DEV S&W	79,457.26
01-2010-00-3002	PLANNING & DE O/E	8,505.18
01-2010-00-3101	HOUSING CODE S&W	53,879.80
01-2010-00-3102	HOUSING CODE O/E	1,517.13
01-2010-00-3152	HISTORIC PRESERVATION O/E	397.50
01-2010-00-3202	WO ARTS COUNCIL O/E	397.50
01-2010-00-3302	MAIN STREET O/E	11,264.89
01-2010-00-3402	WO ENERGY COMMISSION O/E	265.00
01-2010-00-4001	TAX ASSESSOR S&W	56,267.98
01-2010-00-4002	TAX ASSESSOR O/E	10,759.00
01-2010-00-5001	POLICE S&W	3,079,712.00
01-2010-00-5002	POLICE UNIFORM O/E	25,148.50
01-2010-00-5003	POLICE O/E	105,496.50
01-2010-00-6001	FIRE S&W	2,345,266.03
01-2010-00-6002	FIRE O/E	31,994.78
01-2010-00-6003	FIRE O/E	19,716.00
01-2010-00-6101	UNIFORM FIRE SAFETY S&W	7,486.25
01-2010-00-6102	UNIFORM FIRE SAFETY O/E	8,949.58
01-2010-00-6201	EMERGENCY MGT S&W	1,192.50
01-2010-00-6202	EMERGENCY MGT O/E	1,537.00
01-2010-00-7001	ENGINEERING S&W	146,839.88
01-2010-00-7002	ENGINEERING O/E	1,219.00
01-2010-00-7101	BUILDING & PROPERTY O/E	103,873.38
01-2010-00-7202	SHADE TREE O/E	18,616.25
01-2010-00-7301	PARKING FAC MAINT & REPAIR S&W	583.00
01-2010-00-7302	PARKING FAC MAINT & REPAIR O/E	1,184.55
01-2010-00-7401	PUBLIC WORKS S&W	734,295.96
01-2010-00-7502	STREET SALT & CHLORIDE O/E	117,925.00
01-2010-00-7503	STREET CLEANING AND DRAINAGE O	12,879.00
01-2010-00-7602	STREET REPAIR O/E	18,642.75
01-2010-00-7702	STREET SERVICE & TRAFFIC O/E	3,471.50

01-2010-00-7802	SANITATION O/E	1,616.50
01-2010-00-7902	CENTRAL AUTOMOTIVE O/E	145,352.50
01-2010-00-7952	SEWER & PUMP STATIONS O/E	15,317.00
01-2010-00-8051	GENERAL HEALTH SERVICES S&W	141,540.11
01-2010-00-8052	GENERAL HEALTH SERVICES O/E	5,928.58
01-2010-00-8101	SEN CITIZEN TRANS S&W	57,996.35
01-2010-00-8102	SEN CITIZEN TRANS O/E	251.75
01-2010-00-8301	WELFARE S&W	35,140.06
01-2010-00-8302	WELFARE O/E	1,338.25
01-2010-00-8401	ANIMAL CONTROL S&W	34,219.97
01-2010-00-8402	ANIMAL CONTROL O/E	841.38
01-2010-00-8502	PODIATRY CLINIC O/E	3,842.50
01-2010-00-8601	SEN CITIZEN HEALTH CTR S&W	46,961.50
01-2010-00-8602	SEN CITIZEN HEALTH CTR OE	1,265.38
01-2010-00-8632	AID TO HEALTH CARE FAC O/E	397.50
01-2010-00-8751	CHILD HEALTH CLINIC S&W	795.00
01-2010-00-8752	CHILD HEALTH CLINIC O/E	1,099.75
01-2010-00-8762	RETIRED CITIZENS PROGRAM O/E	5,525.25
01-2010-00-8801	RIGHT TO KNOW S&W	1,285.25
01-2010-00-8802	RIGHT TO KNOW O/E	112.63
01-2010-00-8902	GARBAGE-TRASH REMOVAL O/E	901,000.00
01-2010-00-9002	COMMUNITY SERVICES O/E	19,941.25
01-2010-00-9101	PARKS & PLAYGROUNDS S&W	173,106.41
01-2010-00-9102	PARKS & PLAYGROUNDS O/E	33,443.00
01-2010-00-9302	CELECRATION OF PUBLIC EVENTS O	12,296.00
01-2010-00-9401	CONSTRUCTION S&W	113,271.60
01-2010-00-9402	CONSTRUCTION O/E	18,470.50
01-2010-00-9500	ELECTRICITY O/E	155,025.00
01-2010-00-9501	CONDO STREET LIGHTING O/E	166,950.00
01-2010-00-9502	FUEL O/E	189,066.90
01-2010-00-9503	FUEL OIL	662.50
01-2010-00-9504	WATER- O/E	10,070.00
01-2010-00-9505	FIRE HYDRANT SERVICE O/E	177,192.25
01-2010-00-9610	CHALLENGE GRANT BUS SHUTTLE O/	39,084.19
01-2010-00-9611	SALARY ADJUSTMENT S&W	1,325.00
01-2010-00-9612	NJSLOM	875.83
01-2010-00-9613	MEDICAL TRANSPORT BILLING SERV	33,125.00
01-2010-00-9614	CONTINGENT O/E	265.00
01-2010-00-9902	PERS O/E	242,546.02
01-2010-00-9903	FICA O/E	285,664.44
01-2010-00-9904	CONSOLIDATED P & F PENSION O/E	4,698.55
01-2010-00-9905	P&F RET SYSTEM O/E	1,102,654.67
01-2010-00-9907	DEFINED CONTRIBUTION RET. O/E	530.00

01-2010-02-1005	EMPLOYEES HOSP OUT OF CAP	33,425.86
01-2010-02-1006	JOINT OUTLET SEWER M O/E	2,523,232.00
01-2010-02-1007	MAINT.FREE PUBLIC LIBRARY O/E	527,130.75
01-2010-02-1008	TAX APPEALS PENDING O/E	650,000.00
01-2010-04-1004	ESSEX FELL HEALTH ILSA S&W	10,269.00
01-2010-05-1000	PUBLIC SAFETY OE GRANT APPROPRIATION	5,018.53
01-2010-06-1002	CAPITAL IMPROVEMENT FUND	275,000.00
01-2010-07-1002	DEBT SERVICE O/E -BOND PRINCIPAL	3,530,000.00
01-2010-07-1003	DEBT SERVICE O/E - BAN PRINCIPAL	1,148,089.18
01-2010-07-1004	DEBT SERVICE O/E -BOND INTEREST	1,163,752.50
01-2010-07-1005	DEBT SERVICE O/E -BAN INTEREST	280,844.26
01-2010-07-1006	DEBT SERVICE O/E -NJEIT PRINCIPAL	238,649.65
01-2010-07-1007	DEBT SERVICE O/E -NJEIT INTEREST	69,343.36
01-2010-08-1004	DEFERRED CHARGES-OUT OF CAP	1,287,280.00
01-2010-10-1002	RESERVE FOR UNCOLLECTED TAXES	2,887,057.99
01-2010-11-1000	PENDING RETRO	238,500.00
	Total	29,867,694.74

POOL UTILITY

08-2010-55-5011	POOL S&W	42,662.35
08-2010-55-5022	POOL OE	21,480.90
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WHEREAS, N.J.S.A. 40A:5-15.1 amended by Chapter 148, P.L. 1997 established new requirements for the investment of public funds and adoption of a cash management plan for counties, municipalities and authorities; and

WHEREAS, the Mayor and Township Council of the Township of West Orange wish to comply with the above statutes;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Township Council of the Township of West Orange adopt the attached cash management plan, including the official depositories for the Township of West Orange for the 2023 year.

Tammy Williams
Council President

Karen Carnevale
Municipal Clerk

TOWNSHIP OF WEST ORANGE
EMERGENCY TEMPORARY APPROPRIATION RESOLUTION
FOR THE PURPOSE OF FUNDING EMINENT TAX APPEALS
PRIOR TO ADOPTION OF 2023 BUDGET -N.J.S. 40A:4-20

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NOW, THEREFORE, BE IT RESOLVED, (not less than two-thirds of all members, thereof affirmatively concurring) that in accordance with N.J.S. 40A:4-20, emergency temporary appropriations be and the same are hereby made for the purpose indentified by the titles herein listed and the sums set opposite such titles:

2023 EMERGENCY TEMPORARY APPROPRIATIONS ARE HEREBY ATTACHED AND MADE PART OF THIS RESOLUTION

Tax Appeals 500,000.00

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

Tammy Williams
Council President

Adopted: January 10, 2023

**RESOLUTION DESIGNATING OFFICIAL NEWSPAPERS
FOR THE TOWNSHIP OF WEST ORANGE**

BE IT RESOLVED by the Township Council of the Township of West Orange, in the County of Essex, that the following newspapers be deemed as the “Official” newspapers for the year 2023:

WEST ORANGE CHRONICLE
THE STAR LEDGER

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

Tammy Williams
Council President

Adopted : January 10, 2023

RESOLUTION

WHEREAS, the Township of West Orange (“Township”) and Borough of Roseland (“Roseland”) have previously executed Inter-Local Agreements whereby the Township would provide Roseland with certain animal control services in exchange for quarterly payments by Roseland to the Township (the “Inter-Local Agreement”); and

WHEREAS, the Township now intends to renew the Inter-Local Agreement, for a two (2)-year term, whereby animal control services shall be provided to Roseland from January 1, 2023 to December 31, 2024 (the “Agreement”); and

WHEREAS, under the Agreement, the Borough of Roseland will pay the Township of West Orange the sum of \$17,165 per annum to be prorated on a quarterly basis of \$4,291.25 per quarter for the contract year 2023 and the sum of \$18,023 per annum to be prorated on a quarterly basis of \$4,505.75 per quarter for the contract year 2024; and

WHEREAS, this Resolution authorizes that twenty-five (25%) of the per annum amount for each contract year be dedicated to and placed in the dog license account 04-2010-00-6690-304 to cover the cost of personnel and other expenses authorized under the Agreement ; and

WHEREAS, the Township’s Health Officer has reviewed the Agreement and recommends execution of the terms contained therein; and

WHEREAS, pursuant to the Roseland Resolution and as stated in the Inter-Local Agreement, Roseland has agreed to indemnify the Township for any services provided for the Borough, as stated in Schedule A attached to the Agreement;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute and counter-sign the

Agreement with the Borough of Roseland annexed hereto as Exhibit “**A**,” and the Municipal Clerk be and is hereby authorized to attest to the Mayor’s signature thereon;

RESOLVED that notice of this award shall be available in the Clerk’s office in accordance with any applicable law.

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

Tammy Williams
Council President

Adopted: January 10, 2023

INTER-LOCAL AGREEMENT

THIS AGREEMENT, made this **1st day of January, 2023** by and between the Township of West Orange, a municipal corporation of the State of New Jersey, having principal offices at 66 Main Street, West Orange, NJ 07052, hereinafter referred to as "Provider," and the BOROUGH OF ROSELAND, a municipal corporation of the State of New Jersey, having principal offices at 19 Harrison Avenue, Roseland, NJ 07068, hereinafter referred to as "Recipient;"

WITNESSETH

WHEREAS, N.J.S.A. 26:3-22, authorized adjacent municipalities to contract for municipal services; and

WHEREAS, the Recipient (Roseland) wishes to retain the services of the Provider (West Orange) for Animal Control Services for a period of two years beginning **January 1, 2023 and ending December 31, 2024**.

NOW THEREFORE, in consideration of the foregoing and subject to the terms and conditions, the parties hereto agree as follows:

1. The Provider shall make their Animal Control Services available to the Recipient on a daily basis, as needed, for five (5) days a week. Saturday, Sunday, holiday and night emergency services will be provided as needed. Emergency service is defined as the care of injured animals, trapped animals, sick animals, animals whose lives are endangered or animals that are providing a danger to humans (also on an emergency basis, the provider will assume control, as described in paragraph 9 below, of animals that have bitten a human being).

2. The Recipient will pay the provider the sum of \$17,165 per annum to be prorated on a quarterly basis of \$4,291.25 per quarter and paid within thirty (30) days of receipt of invoice for the contract year 2023 and the sum of \$18,023 annum to be prorated on a quarterly basis of \$4,505.75 per quarter and paid within thirty (30) days of receipt of invoice for the contract year 2024.

3. The payments set forth above shall include all costs incurred by the Provider or its Animal Control Officers in the maintenance of its kennels, costs expenses and maintenance of vehicles to be used by the Animal Control Officers and all necessary insurance except the care and treatment of injured animals which will be the responsibility of the Recipient or an owner, if located.

4. The Animal Control Officers shall patrol and inspect the streets of the Recipient for licensed and unlicensed dogs running at large for the purpose of impoundment or the issuing of summonses to the owners thereof where possible and appropriate.

5. Upon request of the Recipient, the Animal Control Officers shall respond to any emergency that is defined in paragraph 1. Emergency treatment will be given to an ill or injured

animal as required by State regulations under Title 8. Sick and injured animals, including wildlife, requiring immediate medical attention will be taken to an emergency veterinary clinic designated by the Recipient. If there is no known owner, the cost of emergency veterinary care will be the responsibility of the Recipient. If an owner is ascertained, those costs will be borne by the owner of the animal, billed by the emergency veterinary clinic designated by the recipient.

6. The Animal Control Officers shall, at the request and the cost of an owner of an unwanted animal, render assistance in delivering said animal to an appropriate local humane shelter. Private services shall be in all instances, a matter between the owner and the Provider. Private Service is described in paragraph 14 of this agreement.

7. When specifically notified by the Recipient, the Provider shall attempt to impound any stray or licensed dog or cat running at large on the streets of the Recipient Municipality. When such impoundment occurs, the dog or cat shall be held for a period of seven (7) days unless claimed earlier by the owner; then such dog or cat shall be put up for adoption or humanely disposed of, but in no way whatsoever, shall they be made available for experimentation.

8. Any person may redeem their dog, cat or other animal from the Provider's Animal Control Facility located at 311 Lakeside Avenue, West Orange, NJ 07052. The redemption hours are set by the Provider or through an appointment time designated by the Provider's Animal Control Officers. The redemption of said animals will be completed upon the payment to the Provider the sum of \$30.00 pick up fee, Monday – Friday; 8:30 a.m. – 5:00 p.m. There will be an \$85.00 pick up fee for other hours, weekends and holidays and a boarding fee of \$7.00 for each day that the animal has been impounded up to and including seven (7) days. After the seven (7) day period the dog, cat or other animal becomes the property of the Provider unless otherwise arranged. No redemption will be honored unless the owner provides a current dog license as set forth in State Statues.

9. Any stray dog or cat in the custody of the Provider and charged with biting a human being, shall be quarantined and isolated from other animals for the regular quarantine period of at least ten (10) days. The cost of this shall be to the owner or person who is bitten or scratched or, if the person is a minor, the legal guardian, if established. Any other animal suspected of biting, scratching or exposing a human being or domestic pet with rabies will be euthanized by the Provider. The specimen will be prepared for analysis by the Provider and turned over to the Recipient's Health Department for transportation to the State Department of Health Laboratory.

10. Transportation of the head of an animal suspected of rabies to the State Department of Health shall be provided by the Provider under the condition that said animal expired on the premises before the ten (10) day quarantine period referred to in Paragraph 9 above had elapsed. The fee for removal of the head and delivery for rabies examination will be paid by the owner of the animal if known; if not known, by the person bitten. An owner may quarantine his own animal with permission of the Recipient's Health Officer. All quarantine functions and animal bite reporting will be the responsibility of the Recipient's Health Department. The Health Officer of the Recipient's Health Department shall be responsible for the collection, reporting and analysis of birds suspected of carrying the West Nile Virus.

11. The Provider agrees to furnish the necessary vehicles to be used by the Animal Control Officers solely for the performance of their duties under this agreement. Said vehicle will be insured by the Provider.

12. It is understood and agreed between the parties that the Animal Control Officers shall be employees of the Provider and that the Provider is responsible for any damage caused by said Animal Control Officer, but is not responsible for damage caused by any animals within the Municipality.

13. The Provider's services include the handling of all animals as described. The charges for owned animals shall be the responsibility of the owner.

14. Removal of an animal, including wildlife, on private property, inside of a home, apartment building, garage, roof, etc., is not covered under this standard contract and constitutes private service. The Provider will respond to private service calls; however the owner of the premises will be charged Eighty-five (\$85.00) Dollars per hour during regular business hours and Ninety-Five (\$95.00) Dollars per hour during evening hours, holidays and weekends for this service. The payment for this service shall be made by check payable to the West Orange Health Department at the completion of the rendered services.

15. Stray animals, including wildlife outside of a residence shall be handled by the Provider. Traps are available from the Provider with a deposit of Sixty-five (\$65.00) Dollars and fee of \$5.00 per day, which will be deducted from the deposit. Dog traps are also available with a deposit of One Hundred and Twenty-five (\$125.00) Dollars and a fee of \$10.00 per day, which will be deducted from the deposit. Traps are not to be set on weekends or nights or with poor weather (rain, snow, extreme cold or heat above 90 degrees).

16. The Recipient will be charged a boarding fee of fifteen (\$15.00) Dollars per day for any animals brought to the Provider who are involved in litigation and cannot be released to their owners.

17. The Provider will pick up large dead animals, such as, squirrels, raccoons, opossums, dogs and cats on private property only. The Recipient's Department of Public Works will pick up dead animals on public roadways and remove dead deer within the Borough.

18. The Recipient will indemnify and hold and save the Provider harmless and against any and all loss, damage, liability and claims whatsoever caused, resulting directly or indirectly from the performance of this agreement.

19. Under the terms of this contract, one or both parties may terminate the contract within sixty (60) days' written notice to the other party by Certified Mail, Return Receipt Requested, and accompanied by a Resolution of withdrawal by one or both parties. Upon the expiration, all rights and obligations between the parties under this contract shall cease and be deemed null and void.

20. The term of this Inter-Local Agreement shall be two (2) years and the parties hereto agree to be bound by the provision of Schedule A attached hereto and made a part hereof.

ATTEST:
BOROUGH CLERK

ATTEST:
KAREN CARNEVALE, R.M.C
TOWNSHIP CLERK

BOROUGH OF ROSELAND
RECIPIENT

BY:
MAYOR

TOWNSHIP OF WEST ORANGE
PROVIDER

BY:
MAYOR

SCHEDULE A

ADDENDUM TO ANIMAL CONTROL SERVICES CONTRACT BETWEEN THE TOWNSHIP OF WEST ORANGE, PROVIDER, AND THE BOROUGH OF ROSELAND, RECIPIENT.

1. The Borough of Roseland will indemnify and hold harmless the Township of West Orange with reference to any cause of action resulting from or arising out of any act or conduct by the Animal Control Officers when said act or conduct is solely and exclusively for the performance of his duties and obligations to the Borough of Roseland pursuant to the terms and conditions of this Contract. In the event the Township of West Orange receives notification of any cause of action or claim which it contends arises out of the employment by the Borough of Roseland of the services of the Animal Control Officers pursuant to the terms of this Contract, said notification shall be made promptly to the Borough of Roseland by directing same to the Mayor and Business Administrator.
2. The Borough of Roseland shall indemnify and hold harmless acts, conduct or services of the Animal Control Officers when said individuals are acting solely and exclusively for the Borough of Roseland provided that said acts, conduct or services arise out of and are in the scope and duties of the Animal Control Officer's employment. It is the intent of this provision that the Animal Control Officers shall conduct themselves pursuant to general principles, obligations, duties and responsibilities governing the general nature and standards of Animal Control services recognized throughout the State of New Jersey.

RESOLUTION

WHEREAS, the Township of West Orange (“Township”) wishes to retain Garden State Laboratories, Inc. (“Garden State”) to provide for public health testing services for a one-year period beginning January 1, 2023, through December 31, 2023; and

WHEREAS, Garden State and the Township have negotiated an agreement, annexed hereto as Exhibit “A” (the “Agreement”) wherein Garden State agrees to perform tests and provide supplies for the Township that conform with the methods promulgated by the State of New Jersey, Department of Health and/or the American Public Health Association and/or the Association of Official Agricultural Chemists, and conform with the requirement of all applicable laws and regulations to the satisfaction of the Township’s Public Health Officer; and

WHEREAS, Garden State has provided the above-mentioned services to the Township in the past to the satisfaction of the Township’s Public Health Officer; and

WHEREAS, Garden State has agreed to indemnify and hold harmless the Township from and against any losses, claims, or expenses which may arising in connection with this contract; and

WHEREAS, pursuant to the Agreement, Garden State has agreed to provide the required services to the Township at a total cost of Five Thousand Dollars (\$5,000.00), to be paid in half yearly installments.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the mayor be and is hereby authorized to execute the Agreement with Garden State annexed hereto as Exhibit “A,” and the Municipal Clerk be and is hereby authorized to attest to the mayor’s signature thereon; and be it further

RESOLVED that notice of this award shall be available in the Clerk's office in accordance with any applicable law.

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

Tammy Williams
Council President

Adopted: January 10, 2023

I hereby certify funds available from Account No. 01-2010-00-8052-090

John O. Gross, Chief Financial Officer

AGREEMENT

THIS AGREEMENT, dated as of the **1st** day of **JANUARY, 2023** between the **TOWNSHIP OF WEST ORANGE**, a Municipal Corporation, in the County of Essex, and the State of New Jersey (hereinafter referred to as the "Township"), having its principal offices at 66 Main Street, West Orange, New Jersey; and **GARDEN STATE LABORATORIES, INC.**, (hereinafter referred to as the "Contractor" or "Laboratory"), having its principal offices at 410 Hillside Avenue, Hillside, New Jersey.

WITNESSETH

1. The Contractor hereby covenants and agrees to furnish and deliver to the Township, goods, merchandise, supplies, and/or services (hereinafter jointly and severally referred to as "Supplies"), such as testing, as follows:

- a. Foods for standard plate count, coliform count, *E. coli* count, yeast and mold count and coagulase positive staphylococci count as applicable.
- b. Milk and milk products for standard plate count and coliform count applicable.
- c. Foods involved in a suspected food poisoning for standard plate count, coliform count, *E. coli* count, coagulase positive staphylococci count, salmonella, *E. coli* 0157:H7, and *Listeria monocytogenes* as applicable.
- d. Potable water for heterotrophic plate count, total coliform, volatile organic compounds and other chemical tests.
- e. Swab tests of multi-use utensils in eating and drinking establishments.
- f. Environmental bacteriological and chemical analyses, including lead in paint chips and water pollution tests.
- j. The laboratory agrees to furnish all equipment requisite for the proper collection of samples, except for ice chests and to mail or email the results of all tests promptly upon completion of the Health Official in charge.
- k. To pick up samples a to f plus any other samples at the discretion of the Health Officer on a prearranged schedule. Maximum 10 samples per month.

2. The Contractor agrees to perform tests and provide supplies for the Township in conformity with those methods promulgated by the New Jersey Department of Health, the New Jersey Department of Environmental Protection, the American Public Health Association, or the

AOAC International, and in conformity with the requirement of all applicable laws and regulations to the satisfaction of the Township's Director of Health and Welfare.

3. The Township agrees to pay to the Contractor an all-inclusive fee for the above services and supplies of Five Thousand (\$5,000.00) Dollars, which will be paid in half-yearly installments.

4. The Contractor acknowledges that it has read N.J.S.A. 10:2-1, et. seq. (Discrimination in Employment on Public Works; Contract Provision), the terms of which are incorporated herein as if expressly set forth at length, and the contractor agrees to comply with and be bound by the terms thereof.

5. Neither this Agreement nor the monies to become due hereunder are assignable.

6. Contractor warrants that title to the supplies will be transferred to the Township, free and clear of any and all liens, encumbrances and rights of the third parties.

7. The acceptance of payment by the Contractor shall constitute a release of any claims or liabilities of any nature whatsoever, if any, owing to the contractor from the Township, its agents, servants and employees. Payment made to the Contractor shall not constitute acceptance by the Township of defective or improper supplies and acceptance by the Township shall not be deemed to occur at any time sooner than 10 days after the time of actual inspection of the supplies by an authorized representative of the Township.

8. Contractor agrees to indemnify and hold harmless the Township, its agents, servants and employees from and against any and all losses, damage, liabilities, and expenses which may arise or be claimed against the Township, its agents, servants and employees, consequent upon or arising out of or in connection with the within contract, including, but not limited to, claims resulting from or in connection with delivery and improper or defective supplies. Contractor shall maintain such public liability insurance that will protect contractor and any sub-contractor performing work covered by this Agreement from claims for personal injury and property damage and worker's compensation. The public liability insurance shall be in the amount of at least \$500,000.00 for injury or death to one person and at least \$1,000,000.00 on account of one accident. Such insurance shall be written by insurance companies licensed to do business in this State and certificates evidencing the same, in a form satisfactory to the Township Attorney, and shall be delivered to the Township prior to commencement of any acts under this agreement or upon the request to the Township. Such certificates shall name the Township as an additional insured. Contractor shall also cover its employees with worker's compensation insurance during the term hereof.

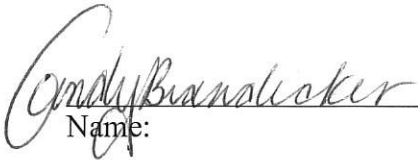
9. The supplies or any portion thereof, shall be delivered and unloaded by the Contractor at the Contractor's cost and expenses at such location or locations within the Township of West Orange as may be specified by the Director of the Department, for which the supplies are intended and the supplies or any portion thereof shall be delivered at such time or times as may be specified by said Director.

10. Contractor agrees to abide by the terms of the supplement attached hereto and made part hereof as **Schedule A**.

11. This agreement is effective as of **January 1, 2023** and covers the period of **January 1, 2023 through December 31, 2023**.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers, and caused these corporate seals to be affixed hereto.

ATTEST:


Name: _____

ATTEST: _

KAREN CARNEVALE, R.M.C.
TOWNSHIP CLERK

GARDEN STATE LABORATORIES


Name: HARVEY KLEIN, PRES.

TOWNSHIP OF WEST ORANGE

BY: _____
MAYOR

SCHEDULE A

I. During the performance of this Agreement 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, 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 for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination 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 considerations for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

c. The contractor or subcontractors, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding. A notice to be provided by the agency contracting officer, advising the labor union or 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 subcontractors, 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 employee 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,

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 which engages in direct or indirect discriminatory practices.

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

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.

RESOLUTION

WHEREAS, following the adoption of the Jake Honig Compassionate Use Medical Cannabis Act in 2019 and passage of the 2020 ballot issue amending the New Jersey Constitution to legalize the possession, cultivation, processing and sale of retail marijuana, the State of New Jersey adopted the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act in 2021 (the “State Statute”); and

WHEREAS, the State Statute establishes a framework for the application and issuance of a state license for the operation of cannabis related business licensed by the State of Jersey (“Licensed Cannabis Entities”) which includes the requirement that an applicant for a state license provide proof of local support as to the suitability of the proposed location for a proposed cannabis related business; and

WHEREAS, pursuant to N.J.S.A. 24:6I-45(c)(2) of the State Statute, municipalities are empowered to establish requirements and procedures for local licensing for Licensed Cannabis Entities within such municipalities in addition to the requirements for the issuance of a state license; and

WHEREAS, pursuant to the State Statute, the Township of West Orange (the “Township”) has adopted or will adopt Ordinance 2647-21 (the “Cannabis Ordinance”) which establishes both the zoning requirements and the Township’s licensing requirements for Licensed Cannabis Entities which seek to operate within the Township; and

WHEREAS, the Township previously established a Cannabis Entity Advisory Workgroup to assist in the implementation of the Cannabis Ordinance; and

WHEREAS, the Workgroup has performed its responsibilities and considered certain initial applicants and made recommendations to the Council.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Township hereby eliminates the Cannabis Entity Advisory Workgroup; and it is further

RESOLVED that the Cannabis Entity Advisory Workgroup shall be disbanded effective immediately.

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

Tammy Williams
Council President

Adopted: January 10, 2023

RESOLUTION

WHEREAS, the Township seeks to retain counsel to represent the Township and Planning Board with regard to a certain action entitled Bel Air at West Orange Condominium Association v. Township of West Orange and Township of West Orange Planning Board; and

WHEREAS, the Township seeks to retain Diana McGovern, Esq. of Zimmerer, Murray, Conyngham & Kunzier to provide these services; and

WHEREAS, Diana McGovern, Esq. has extensive experience with regard to representing similar Townships and Planning Board; and

WHEREAS, Ms. McGovern has agreed to an hourly rate of \$175 with fees and expenses not to exceed \$10,000.

NOW, THEREFORE, BE IT RESOLVED that the Township Council hereby authorizes the Township to retain Diana McGovern, Esq. of Zimmerer, Murray, Conyngham & Kunzier at a rate of \$175 per hour up to a maximum expense of \$10,000; and

BE IT FURTHER RESOLVED that the Business Administrator is hereby authorized to execute any retainer agreement to retain Ms. McGovern and the Township Clerk is hereby authorized to attest to the Business Administrator's signature; and

RESOLVED that notice of this award shall be available in the Clerk's office in accordance with applicable law.

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

Tammy Williams
Council President

Adopted: January 10, 2023

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

John O. Gross, Business Administrator

10-23
January 10, 2023

RESOLUTION

RESOLVED by the Township Council of the Township of West Orange, County of Essex, State of New Jersey, that the **EMERGENCY AND NON EMERGENCY TREE SERVICES** in the Township of West Orange, in accordance with the specifications filed in the Engineering Division of the Department of Public Works, dated October 2022, approved by the Township Council, pursuant to an advertisement duly authorized therefore, be and the same are hereby awarded to the below named bidders for a one (1) year period with an option for an additional two (2) one (1) year periods:

DOWNES TREE SERVICE CO., INC.
65 ROYAL AVENUE
HAWTHORNE, N.J. 07970
As the lowest responsible bidder

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

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

BE IT FURTHER RESOLVED that this award is subject to the 2023 Budget Appropriation for contractual tree services and that the authorization to perform the work specified is contingent upon the execution of a valid purchase order between the Township and the vendor(s) prior to the commencement of the work.

BE IT FURTHER RESOLVED that this contract includes two option years for 2024 and 2025.

Karen J. Carnevale
Municipal Clerk

Tammy Williams
Council President

Adopted: January 10, 2023

I hereby certify funds are available from **Account: 01-2010-00-7202-091 Contractual Tree Services 2023** not to exceed the budget appropriation.
2024 and 2025 subject to budget appropriations in those respective years.

John O. Gross, Chief Financial Officer

EMERGENCY AND NON EMERGENCY TREE SERVICES 2023			DOWNES TREE SERVICE ROYAL AVENUE N.J. 07506		65 RICH TREE SERVICE 325 BERGEN STREET SOUTH PLAINFIELD, N.J. 07080	
ITEM #	DESCRIPTION	HOURS	EMERGENCY RATE	NON - EMERGENCY RATE	EMERGENCY RATE	NON - EMERGENCY RATE
1	75' BUCKET TRUCK, 12 CY CHIPPING BODY, 14"CAPACITY BRUSH CHIPPER AND 3 MAN CREW	0-500	\$300.00	\$265.00	\$350.00	\$300.00
2	ONE 7 TON LOG LOADING CRANE with OPERATOR	0-500	\$100.00	\$100.00	\$125.00	\$100.00
3	ONE 2 MAN BRUSH CHIPPING CREW WITH BRUSH CHIPPER AND 12 CY CHIPPER TRUCK	0-500	\$190.00	\$175.00	\$225.00	\$200.00
4	ONE 20 TON 100' TREE CRANE WITH NJ CERTIFIED OPERATOR, CLIMBER, AND GROUND PERSON.	0-500	\$300.00	\$275.00	\$325.00	\$300.00
5	ONE 30 HP OR LARGER STUMP GRINDER	0-500	\$50.00	\$100.00	\$75.00	\$50.00
	TOTALS		\$940.00	\$915.00	\$1,100.00	\$950.00

RESOLUTION

WHEREAS, the Township of West Orange has advertised for bids, pursuant to the New Jersey Local Public Contract Law (N.J.S.A. 40A-11-1) for the Restoration of the Ginny Duenkel Pool Improvements, West Orange, N.J.; and

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

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

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

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the Township of West Orange that the contract for the Restoration of the Ginny Duenkel Pool Improvements is hereby awarded to:

CFM CONSTRUCTION, INC.

5 Bay Street

Stirling, New Jersey 07980

In the amount of \$439,800.00;

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

Karen J. Carnevale, RMC, Municipal Clerk

Tammy Williams, Council President

Adopted: January 10, 2023

I certify funds are available for this work

Account No. 03 2661 21 0400 180
\$352,900.00
2021 Capital Budget
Account No. _____
\$86,900.00

John Gross, Chief Financial Officer

GINNY DUENKEL POOL IMPROVEMENTS

BIDS RECEIVED ON: SEPTEMBER 8, 2022

ENGINEER'S TABULATION OF BIDS

Item #	Description	Quantity	Unit	1			2		
				Unit Price	Amount	City	Unit Price	Amount	City
1	REMOVE AND REPLACE EXISTING PLASTER SURFACE AND LANE LINE TILES. REPAIR CRACKS IN CONCRETE SUBBASE. COMPLETION OF ALL WORK AS REQUIRED BY DRAWINGS, SPECIFICATIONS AND ADDENDA.	1	L.S.	\$ 267,300.00	\$ 267,300.00	STIRLING	\$ 329,000.00	\$ 329,000.00	OAKRIDGE
2	REMOVE AND REPLACE WALL ANCHORS	22	UNIT	\$ 100.00	\$ 2,200.00	NJ 07980	\$ 75.00	\$ 1,650.00	NJ 07438
3	REMOVE AND REPLACE DEFECTIVE JETS IN WALLS	20	UNIT	\$ 100.00	\$ 2,000.00	STIRLING	\$ 25.00	\$ 500.00	OAKRIDGE
4	REMOVE AND REPLACE EXISTING FLOOR DRAINS	6	UNIT	\$ 800.00	\$ 4,800.00	STIRLING	\$ 600.00	\$ 3,600.00	OAKRIDGE
5	REMOVE AND REPLACE EXISTING WALL DRAINS	2	UNIT	\$ 750.00	\$ 1,500.00	STIRLING	\$ 1,500.00	\$ 3,000.00	OAKRIDGE
6	REMOVE 2" DECK DRAIN AND REPLACE WITH NEW 4" DRAIN	1100	L.F.	\$ 85.00	\$ 93,500.00	STIRLING	\$ 175.00	\$ 192,500.00	OAKRIDGE
7	REPLACE CRACKED SECTIONS OF CONCRETE COPING	75	L.F.	\$ 100.00	\$ 7,500.00	STIRLING	\$ 75.00	\$ 5,625.00	OAKRIDGE
8	NEW SAFETY COVER FOR POOL (IF AND WHERE DIRECTED)	1	L.S.	\$ 56,000.00	\$ 56,000.00	STIRLING	\$ 40,000.00	\$ 40,000.00	OAKRIDGE
9	MISC. CONTINGENCY ALLOWANCE, THIS ALLOWANCE SHALL BE UTILIZED FOR MISCELLANEOUS MODIFICATION DUE TO UNKNOWN CONDITIONS, OR ANY WORK AS MAY BE DIRECTED BY THE ENGINEER. ALL COSTS (INCLUDING 10% OVERHEAD AND 10% PROFIT) OF THE CONTRACTOR WILL BE PAID UNDER THIS ALLOWANCE. CONTRACTOR MUST HAVE ENGINEER'S APPROVAL BEFORE UTILIZING ITEM	1	ALLOWANCE	\$ 5,000.00	\$ 5,000.00	STIRLING	\$ 5,000.00	\$ 5,000.00	OAKRIDGE
TOTAL BID AMOUNT					\$ 439,800.00			\$ 580,875.00	

12-23
January 10, 2023

R E S O L U T I O N

WHEREAS, the Township as part of the Redevelopment along Executive Drive and Rooney Circle acquired the office building and land known as 10 Rooney Circle; and

WHEREAS, a portion of this building will be used as the new West Orange Public Library; and

WHEREAS, the Township's architect, Arcari Iovino of Little Ferry, NJ the Township's contractor for this project, H&S Construction and Mechanical Inc. of Elizabeth, NJ needs to perform a survey of the existing fire alarm devices on the third floor; and

WHEREAS, the third floor has an outdated fire alarm system that cannot be connected to the new system; and

WHEREAS, there can only be one fire alarm system operating in the building; and

WHEREAS, H&S Construction and Mechanical, Inc., of Elizabeth, NJ, submitted Change Order No. 7 in the amount of \$1,735.04 dated December 22, 2022 to survey the existing fire alarm system on the third floor to determine the extent necessary for replacement; and

WHEREAS, Change Order No. 7 is acceptable to Arcari Iovino Architects, P.C., Little Ferry, NJ as well as the Municipal Engineer; and

WHEREAS, sufficient funds exist for these Change Orders; 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 Change Order No. 7 in the amount of \$1,735.04 be approved, and with Change Order No. 1 of \$6,946.54, Change Order No. 2 of \$25,366.66 and Change Order No. 3 of \$14,013.60, Change Order No. 4 of \$8,245.39, Change Order No 5 of \$8,800.01 and Change Order No. 6 of \$13,933.89 represents a 1.56 percent increase in the original contract amount of \$5,075,000.00 bringing the adjusted contract amount to \$5,154,041.13.

BE IT FURTHER RESOLVED that the Business Administrator John O. Gross is authorized to execute the Change Order on behalf of the Township of West Orange.

Karen J. Carnevale, RMC
Municipal Clerk

Tammy Williams, Council President

Adopted: January 10, 2023

I certify availability of funds: Account Number: 03 2645 21 0100 010
\$1,735.04

John O. Gross, Chief Financial Officer

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
West Orange Public Library
10 Rooney Circle
West Orange, NJ 07052

CONTRACT INFORMATION:
Contract For: General Construction
Date:

CHANGE ORDER INFORMATION:
Change Order Number: 007
Date: December 22, 2022

OWNER: *(Name and address)*
Township of West Orange
66 Main Street
West Orange, NJ 07052

ARCHITECT: *(Name and address)*
Arcari + Iovino Architects, P.C.
One Katherine Street
Little Ferry, NJ 07643

CONTRACTOR: *(Name and address)*
H&S Construction and Mechanical, Inc.
721 Bayway Avenue
Elizabeth, NJ 07202

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Costs associated with doing a survey of the existing fire alarm system on TSA occupied floor. (COR #18). Add \$1,735.04

The original Contract Sum was	\$	5,075,000.00
The net change by previously authorized Change Orders	\$	77,306.09
The Contract Sum prior to this Change Order was	\$	5,152,306.09
The Contract Sum will be increased by this Change Order in the amount of	\$	1,735.04
The new Contract Sum including this Change Order will be	\$	5,154,041.13

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Arcari + Iovino Architects, P.C.
ARCHITECT *(Firm name)*

H&S Construction and Mechanical, Inc.
CONTRACTOR *(Firm name)*

Township of West Orange
OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

Anthony Iovino, President
PRINTED NAME AND TITLE

Daniel Hernandez, President
PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

12/22/2022
DATE

12-29-22
DATE

DATE

* We agree to the amount of this change order. H&S takes exception to the amount of days not issued with this change order as requested. We reserve our rights to claim for the days lost due to this additional work and any cost associated with this change order.



Construction & Mechanical, Inc.

General Contractors · Sprinkler · Plumbing · Heating · Design

CHANGE ORDER REQUEST

Date: 12/22/2022

Project: West Orange Public Library

To Contractor:
H&S Construction & Mechanical Inc.
721 Bayway Ave
Elizabeth NJ 07202

The Contract is changed as follows:

Owner: Township of West Orange
Construction Mngr:

Architect: Arcari & Iovino
Contractor: H&S Construction
Field:
COR #: 18
Initiation date:
Project No: 22-044
Contract For: Completion Contract
Contract Date:

Costs associated with doing a survey of the existing fire alarm system on TSA occupied floor. Once this survey is done a cost for additional work can be presented per RFI#44 response

Item	Description	Company	Totals
1	Existing fire alarm survey TSA floor- see attached	Lowder	\$ 1,440.00
2			\$ -
3			\$ -
4			\$ -

Sub-Contractor Subtotal \$ 1,440.00

H&S - Overhead & Profit Of Sub Cost \$ 72.00

Sub Contractors Total \$ 1,512.00

Item	Description	Company	Totals
5	PM time 1hr	H&S	\$ 150.00
6		H&S	
7			
8			
9			
10			
11			

Contractor Subtotal \$ 150.00

H & S - Overhead & Profit 15% of Contractor Cost \$ 22.50

Contractors Total \$ 172.50

Sub Total \$ 1,684.50

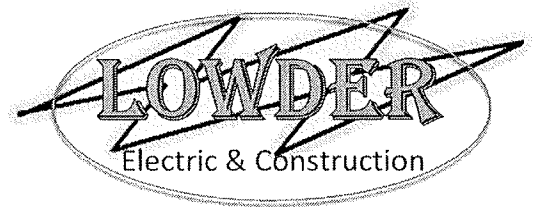
H&S Bond Cost \$ 50.54

Total \$ 1,735.04

The contract time will be increased by: 2 days

Lowder Electric and Construction Corp
250 Hallock Ave. Unit B
Middlesex, NJ 08846 US
(732) 764-6000
info@lowder.biz

Estimate



ADDRESS
H & S Construction
721 Bayway Ave.
Elizabeth, NJ 07202

SHIP TO
West Orange Library
10 Rooney Circle
West Orange, NJ

ESTIMATE #
2658

DATE
12/21/2022

WORK ORDER #
CO / RFI #44

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Provide fire alarm vendor to perform site visit and survey the existing 2nd floor DOT/TSA Tenant space to determine Potential fire alarm upgrades for fire alarm protection. Once this is performed a cost proposal can be presented for the 2nd floor additional work or replacement devices.	1	1,440.00	1,440.00
SUBTOTAL				1,440.00
TAX				0.00
TOTAL				\$1,440.00

Accepted By

Accepted Date

RESOLUTION

WHEREAS, the Township as part of the Redevelopment along Executive Drive and Rooney Circle acquired the office building and land known as 10 Rooney Circle; and

WHEREAS, a portion of this building will be used as the new West Orange Public Library; and

WHEREAS, the Township's architect, Arcari Iovino of Little Ferry, NJ the Township's contractor for this project, H&S Construction and Mechanical Inc. of Elizabeth, NJ needs to sawcut and remove concrete for additional devices requiring electrical work; and

WHEREAS, the work requires the contractor to patch and repour concrete; and

WHEREAS, H&S Construction and Mechanical, Inc., of Elizabeth, NJ, submitted Change Order No. 8 in the amount of \$6,811.93 dated November 28, 2022 to perform trenching and patching to accommodate for additional devices; and

WHEREAS, Change Order No. 8 is acceptable to Arcari Iovino Architects, P.C., Little Ferry, NJ as well as the Municipal Engineer; and

WHEREAS, sufficient funds exist for these Change Orders; 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 Change Order No. 8 in the amount of \$6,811.93 be approved, and with Change Order No. 1 of \$6,946.54, Change Order No. 2 of \$25,366.66 and Change Order No. 3 of \$14,013.60, Change Order No. 4 of \$8,245.39, Change Order No 5 of \$8,800.01, Change Order No. 6 of \$13,933.89, Change Order No. 7 \$1,735.04 represents a 1.69 percent increase in the original contract amount of \$5,075,000.00 bringing the adjusted contract amount to \$5,160,853.06.

BE IT FURTHER RESOLVED that the Business Administrator John O. Gross is authorized to execute the Change Order on behalf of the Township of West Orange.

Karen J. Carnevale, RMC
Municipal Clerk

I certify availability of funds:

John O. Gross, BA/CFO

Tammy Williams, Council President

Account Number: 03 2645 21 0100 010
\$6,811.93



AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
West Orange Public Library
10 Rooney Circle
West Orange, NJ 07052

CONTRACT INFORMATION:
Contract For: General Construction
Date:

CHANGE ORDER INFORMATION:
Change Order Number: 008
Date: January 4, 2023

OWNER: *(Name and address)*
Township of West Orange
66 Main Street
West Orange, NJ 07052

ARCHITECT: *(Name and address)*
Arcari + Iovino Architects, P.C.
One Katherine Street
Little Ferry, NJ 07643

CONTRACTOR: *(Name and address)*
H&S Construction and Mechanical, Inc.
721 Bayway Avenue
Elizabeth, NJ 07202

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Additional electrical devices per SK.6A & SK.6B (COR#13). Add \$6,811.93

The original Contract Sum was	\$	5,075,000.00
The net change by previously authorized Change Orders	\$	79,041.13
The Contract Sum prior to this Change Order was	\$	5,154,041.13
The Contract Sum will be increased by this Change Order in the amount of	\$	6,811.93
The new Contract Sum including this Change Order will be	\$	5,160,853.06

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Arcari + Iovino Architects, P.C.

ARCHITECT *(Firm name)*

H&S Construction and Mechanical, Inc.

CONTRACTOR *(Firm name)*

Township of West Orange

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

Anthony Iovino, President

PRINTED NAME AND TITLE

Daniel Hernandez, President

PRINTED NAME AND TITLE

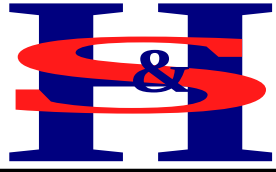
PRINTED NAME AND TITLE

1/4/2023

DATE

DATE

DATE



Construction & Mechanical, Inc.

General Contractors · Sprinkler · Plumbing · Heating · Design

CHANGE ORDER REQUEST

Date: 11/28/22

Project: West Orange Public Library

To Contractor:

H&S Construction & Mechanical Inc.
721 Bayway Ave
Elizabeth NJ 07202

The Contract is changed as follows:

Owner: Township of West Orange
Construction Mngr:

Architect: Arcari & Iovino
Contractor: H&S Construction

Field:

COR #: 13

Initiation date:

Project No: 22-044

Contract For: Completion Contract

Contract Date:

Costs associated with added devices & changes to locations per SK.6A & SK.6B

Item	Description	Company		Totals
1	Trenching and patching. See proposal	HQ Construction		\$ 4,135.74
2	Device changes. See proposal	Lowder electric		\$ 1,670.00
3				
4				

Sub-Contractor Subtotal \$ 5,805.74

H&S - Overhead & Profit Of Sub Cost \$ 290.29

Sub Contractors Total \$ 6,096.03

Item	Description	Company		Totals
5	PM Time 3hrs	H&S		\$ 450.00
6		H&S		
7		H&S		
8		H&S		
9		H&S		
10				
11				

Contractor Subtotal \$ 450.00

H & S - Overhead & Profit 15% of Contractor Cost \$ 67.50

Contractors Total \$ 517.50

Sub Total \$ 6,613.53

H&S Bond Cost \$ 198.41

Total \$ 6,811.93

The contract time will be increased by: 4 days

HQ CONSTRUCTION

& DESIGN LLC.

PO BOX 7016, East Brunswick NJ 08816

732-907-9717

PROPOSED CHANGE ORDER

Proposed Change order #

10

Date: 11/22/2022

COMPANY: H&S Construction

ATTN: Pat Blandino

PROJECT: West Orange Library

REQUESTED BY: Architect

Description:

Ticket #

Cut concrete for the electrician in 6 locations only we did not include any other items in this change order Based on drawing by SK.6B Lower level Device Location plan 2 Laborers 2 Days to saw cut remove concrete and then Dowl and repour concrete

Materials:

Disposal	0	0	\$50.00
Rebar			\$34.00
Saw rental	2	189.78	\$379.56
Jack hammer rental	2	248.98	\$497.96
			\$0.00

LABOR:

Total materials cost:

\$961.52

Classification	Hours	Rate	Sub Total
Laborer	16	\$84.57	1353.12
Laborer For	16	\$90.32	1445.12
Carp	0	106.81	0
Carp For	0	\$122.72	0
Operator	0	\$115.76	0
Rodman	0	\$119.12	0
Mason for	0	\$108.90	0
Mason	0	\$101.35	0
Drywawl Fin	0	\$95.00	0
Painter	0	\$89.60	0

Total labor cost:

\$2,798.24

Subtotal

\$3,759.76

Profit & Overehad 10%

\$375.98

Total change to contract:

\$4,135.74

Approved by:

Signature:

Lowder Electric and Construction Corp
 250 Hallock Ave. Unit B
 Middlesex, NJ 08846 US
 (732) 764-6000
 info@lowder.biz

Estimate



ADDRESS
H & S Construction 721 Bayway Ave. Elizabeth, NJ 07202

SHIP TO
West Orange Library 10 Rooney Circle West Orange, NJ

ESTIMATE #	DATE	
2653	11/01/2022	

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Rm 206 relocate 2 floor boxes close	2	0.00	0.00
	Remove 1 floor box. Cap the new circuit.	1	-230.00	-230.00
	Relocate 1 floor box, cap new circuit.	1	35.00	35.00
	Rm 206 relocate 4 floor boxes close	4	0.00	0.00
	Rm 207 Desk relocate and cap new cable.	1	35.00	35.00
	Rm 215 relocate 2 floor boxes. shorten 2 new circuits	2	50.00	100.00
	Relocate 3 floor boxes cap the new circuit	3	35.00	105.00
	Relocate 6 floor boxes close	6	0.00	0.00
	Rm 216 relocated floor boxes. Add 4 new circuits only	4	250.00	1,000.00
	Rm 220 Relocate 4 floor boxes close	4	0.00	0.00
	Remove 3 outlets. Cap new circuits ran.	1	0.00	0.00
	Rm 112 change 2 junction boxes to outlets	2	0.00	0.00
	Cap two circuits and change one to an outlet. One circuit not yet installed.	1	-250.00	-250.00
	Rm 105 relocate 2 wall outlets. extend wiring	2	75.00	150.00
	Relocate 3 floor boxes extend wiring	3	75.00	225.00
	Rm 103 Remove 2 wall outlets	2	-250.00	-500.00
	Add 2 floor boxes with circuits	2	500.00	1,000.00

SUBTOTAL	1,670.00
TAX	0.00
TOTAL	\$1,670.00

Accepted By

Accepted Date

RESOLUTION

WHEREAS, the Township as part of the Redevelopment along Executive Drive and Rooney Circle acquired the office building and land known as 10 Rooney Circle; and

WHEREAS, a portion of this building will be used as the new West Orange Public Library; and

WHEREAS, the Township's architect, Arcari Iovino of Little Ferry, NJ the Township's contractor for this project, H&S Construction and Mechanical Inc. of Elizabeth, NJ needs to engage a structural engineer to calculate supports for the rooftop equipment as part of the contract for design-build work; and

WHEREAS, the amount of structural steel is to be calculated by structural engineer; and

WHEREAS, H&S Construction and Mechanical, Inc., of Elizabeth, NJ, submitted Change Order No. 9 in the amount of \$17,422.45 dated December 22, 2022 to provide steel framing to support new rooftop equipment at new locations; and

WHEREAS, Change Order No. 9 is acceptable to Arcari Iovino Architects, P.C., Little Ferry, NJ as well as the Municipal Engineer; and

WHEREAS, sufficient funds exist for these Change Orders; 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 Change Order No. 9 in the amount of \$17,422.45 be approved, and with Change Order No. 1 of \$6,946.54, Change Order No. 2 of \$25,366.66 and Change Order No. 3 of \$14,013.60, Change Order No. 4 of \$8,245.39, Change Order No 5 of \$8,800.01, Change Order No. 6 of \$13,933.89, Change Order No. 7 \$1,735.04, Change Order No. 8 of \$6,811.93 represents a 2.03 percent increase in the original contract amount of \$5,075,000.00 bringing the adjusted contract amount to \$5,178,275.51.

BE IT FURTHER RESOLVED that the Business Administrator John O. Gross is authorized to execute the Change Order on behalf of the Township of West Orange.

Karen J. Carnevale, RMC
Municipal Clerk

Tammy Williams, Council President

I certify availability of funds:

Account Number: 03 2645 21 0100 010
\$17,422.45

John O. Gross, BA/CFO

AIA® Document G701™ – 2017

Change Order

PROJECT: (Name and address)

West Orange Public Library
10 Rooney Circle
West Orange, NJ 07052

CONTRACT INFORMATION:

Contract For: General Construction
Date:

CHANGE ORDER INFORMATION:

Change Order Number: 009
Date: January 4, 2023

OWNER: (Name and address)

Township of West Orange
66 Main Street
West Orange, NJ 07052

ARCHITECT: (Name and address)

Arcari + Iovino Architects, P.C.
One Katherine Street
Little Ferry, NJ 07643

CONTRACTOR: (Name and address)

H&S Construction and Mechanical, Inc.
721 Bayway Avenue
Elizabeth, NJ 07202

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Additional steel for rooftop equipment (COR #17R1). Add \$17,422.45

The original Contract Sum was	\$ 5,075,000.00
The net change by previously authorized Change Orders	\$ 85,853.06
The Contract Sum prior to this Change Order was	\$ 5,160,853.06
The Contract Sum will be increased by this Change Order in the amount of	\$ 17,422.45
The new Contract Sum including this Change Order will be	\$ 5,178,275.51

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Arcari + Iovino Architects, P.C.

ARCHITECT (Firm name)

H&S Construction and Mechanical, Inc.

CONTRACTOR (Firm name)

Township of West Orange

OWNER (Firm name)

SIGNATURE

SIGNATURE

SIGNATURE

Anthony Iovino, President

PRINTED NAME AND TITLE

Daniel Hernandez, President

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE



Construction & Mechanical, Inc.

General Contractors · Sprinkler · Plumbing · Heating · Design

CHANGE ORDER REQUEST

Date: 12/22/2022

Project: West Orange Public Library

To Contractor:

H&S Construction & Mechanical Inc.
721 Bayway Ave
Elizabeth NJ 07202

The Contract is changed as follows:

Owner: Township of West Orange
Construction Mngr:

Architect: Arcari & Iovino
Contractor: H&S Construction

Field:
COR #: 17R1
Initiation date:
Project No: 22-044
Contract For: Completion Contract
Contract Date:

Costs associated with additional steel needed to support roof top equipment as determined by structural engineer. No existing structural drawing information was given at bid time and no way to quantify what would be needed. [revised to include original rail cost credit]

Item	Description	Company		Totals
1	Supply and install rooftop steel -See attached	ISE		\$ 20,300.00
2	Credit for 22 rails not used	H&S		\$ (4,400.00)
3				\$ -
4				\$ -

Sub-Contractor Subtotal \$ 15,900.00

H&S - Overhead & Profit Of Sub Cost \$ 1,015.00

Sub Contractors Total \$ 16,915.00

Item	Description	Company		Totals
5				
6				
7				
8				
9				
10				
11				

Contractor Subtotal \$ -

H & S - Overhead & Profit 15% of Contractor Cost \$ -

Contractors Total \$ -

Sub Total \$ 16,915.00

H&S Bond Cost \$ 507.45

Total \$ 17,422.45

The contract time will be increased by: 4 days



INDUSTRIAL SERVICES ENTERPRISES, INC.

159 Route 46 - Rockaway, NJ 07866
OFFICE: (973) 366-3939 * FAX: (973) 328-1307
www.isenj.com

QUOTATION

DATE: December 14, 2022

QUOTATION TO: H&S Construction & Mechanical Fax :

JOB NAME: West Orange Public Library
LOCATION: West Orange NJ

ARCHITECT:
ENGINEER: Dimitrakis
DRAWINGS: S1, S2, S3, & S4 Dated: 12/6/2022

DELIVER ONLY QUOTATION AMOUNT: \$9,500
OR:
DELIVER AND INSTALL QUOTATION AMOUNT: \$17,500
FOR GALVANIZING OF (14) BEAMS ADD \$2,800

If PE signed and sealed drawings/calculations are required for this project, please add **\$2,500 to this price and allow for **3 weeks** for this engineering to be completed. The 3 weeks would start after the EOR gives us the actual loading information. Detailing would then start after the EOR approves the design by our engineer.**

I.S.E. will furnish:

Complete shop drawings to be submitted to the Architect / Engineer for approval.

I.S.E. will furnish and deliver for others to install:

(14) Primed beams shown on S2 per A, B, & C/S3 & S4 (\$9,500)

OR:

I.S.E. will furnish and erect:

(14) Primed beams shown on S2 per A, B, & C/S3 & S4 (\$17,500)

I.S.E. excludes:

Any and all not listed above	Curbs and install of curbs	Cutting deck/roofing
Galvanizing (ADD \$2,800)	Sales tax	Angle framing
Roof infills	Field touch up paint	Misc metals
Special shop primer	PE seal on shop drawings/calcs	Light gage steel
Liquidated damages	Stainless steel of any kind	Firewatch
Aluminum of any kind	Background checks/IDs	Protection of existing
Steel allowance	Masonry wall seismic angles	Shop and Field Inspections
Off hours / Weekend work		
Prevailing wages for offsite fabrications by ISE, our subcontractors, and/or vendors.		

Clarifications:

All work will be done open shop. NON-UNION. 7am-3:30pm. Monday-Friday.
The Buyer warrants and represents that the Prevailing Wage Act (FOR FIELD LABOR ONLY) **DOES** apply to this project, and understands that **I.S.E.**'s price is based on this representation.
We do not include prevailing wages for offsite fabrications by ISE, our subcontractors and/or vendors.
GC is to provide legal access for **I.S.E.**'s crane and/or equipment.
All obstructions to erection of steel such as piping, ductwork, wires, etc. are to be removed by others.
Steel will be painted with one coat of our standard shop grey primer.
This bid does not constitute an unconditional acceptance of the Owner's or General Contractor's proprietary contract or subcontract form. **I.S.E.** reserves the right to negotiate the terms and conditions of the contract or subcontract document and is conditional on **I.S.E.**'s proposal being incorporated into the contract before entering into a legally binding contract.
I.S.E.'s price is based on the current cost of steel. **I.S.E.** reserves the right to adjust our price in accordance with steel costs at the time of an order.

THIS QUOTATION IS SUBJECT TO CHANGE 7 DAYS AFTER QUOTATION DATE

ALL QUOTES ARE SUBJECT TO CREDIT APPROVAL

INDUSTRIAL SERVICES ENTERPRISES, INC

BY: Anthony D'Emidio Date : 12/14/2022 Accepted: _____ Date : _____
Email: anthony@isenj.com Cell: 973-714-9274



Qty	Mark	Size	Description	Matl Group	Quote Info		Cost Code	Quoted Costs	
					Source	Date		Unit	Total
2	ACCU	2	ACCU Air Cooled Cond Unit (tons)	HVAC Equipment	Hitachi			\$ -	\$ -
1	ACCU	5	ACCU Air Cooled Cond Unit (tons)	HVAC Equipment	Hitachi			\$ -	\$ -
2	ACCU	10	ACCU Air Cooled Cond Unit (tons)	HVAC Equipment	Hitachi			\$ -	\$ -
4	ACCU	12½	ACCU Air Cooled Cond Unit (tons)	HVAC Equipment	Hitachi			\$ -	\$ -
2	ACCU	20	ACCU Air Cooled Cond Unit (tons)	HVAC Equipment	Hitachi			\$ -	\$ -
4	BS	5	BS Branch Selector	HVAC Equipment	Hitachi			\$ -	\$ -
22	EQRAILS	<None>	EQRA LS Equipment Rails	Pump & Hydronic Equipment				\$ 200 00	\$ 4,400 00
1	VRF-CASS	5	VRF-CASS Ceiling Cassette	HVAC Equipment	Hitachi			\$ -	\$ -
30	VRF-DUCTED	5	VRF-DUCTED Ducted VRF Unit	HVAC Equipment	Hitachi			\$ -	\$ -
2	VRF-WALL	5	VRF-WALL Wall Mounted VRF	HVAC Equipment	Hitachi			\$ -	\$ -
								\$	0

RESOLUTION

WHEREAS, the Township as part of the Redevelopment along Executive Drive and Rooney Circle acquired the office building and land known as 10 Rooney Circle; and

WHEREAS, a portion of this building will be used as the new West Orange Public Library; and

WHEREAS, the Township's architect, Arcari Iovino of Little Ferry, NJ the Township's contractor for this project, H&S Construction and Mechanical Inc. of Elizabeth, NJ needs to perform additional electrical work for light switches in five (5) rooms; and

WHEREAS, there needs to be upgrades for breakers and wiring; and

WHEREAS, H&S Construction and Mechanical, Inc., of Elizabeth, NJ, submitted Change Order No. 10 in the amount of \$2,129.78 dated December 22, 2022 to perform additional electrical work; and

WHEREAS, Change Order No. 10 is acceptable to Arcari Iovino Architects, P.C., Little Ferry, NJ as well as the Municipal Engineer; and

WHEREAS, sufficient funds exist for these Change Orders; 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 Change Order No. 10 in the amount of \$2,129.78 be approved, and with Change Order No. 1 of \$6,946.54, Change Order No. 2 of \$25,366.66 and Change Order No. 3 of \$14,013.60, Change Order No. 4 of \$8,245.39, Change Order No 5 of \$8,800.01, Change Order No. 6 of \$13,933.89, Change Order No. 7 \$1,735.04, Change Order No. 8 of \$6,811.93, Change Order No. 9 \$17,422.45 represents a 2.08 percent increase in the original contract amount of \$5,075,000.00 bringing the adjusted contract amount to \$5,180,405.29.

BE IT FURTHER RESOLVED that the Business Administrator John O. Gross is authorized to execute the Change Order on behalf of the Township of West Orange.

Karen J. Carnevale, RMC
Municipal Clerk

Tammy Williams, Council President

I certify availability of funds:

Account Number: 03 2645 21 0100 010
\$2,129.78

John O. Gross, BA/CFO



AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
West Orange Public Library
10 Rooney Circle
West Orange, NJ 07052

CONTRACT INFORMATION:
Contract For: General Construction
Date:

CHANGE ORDER INFORMATION:
Change Order Number: 010
Date: January 4, 2023

OWNER: *(Name and address)*
Township of West Orange
66 Main Street
West Orange, NJ 07052

ARCHITECT: *(Name and address)*
Arcari + Iovino Architects, P.C.
One Katherine Street
Little Ferry, NJ 07643

CONTRACTOR: *(Name and address)*
H&S Construction and Mechanical, Inc.
721 Bayway Avenue
Elizabeth, NJ 07202

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Additional Swtiches (COR #19). Add \$2,129.78

The original Contract Sum was	\$	5,075,000.00
The net change by previously authorized Change Orders	\$	103,275.51
The Contract Sum prior to this Change Order was	\$	5,178,275.51
The Contract Sum will be increased by this Change Order in the amount of	\$	2,129.78
The new Contract Sum including this Change Order will be	\$	5,180,405.29

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Arcari + Iovino Architects, P.C.
ARCHITECT *(Firm name)*

H&S Construction and Mechanical, Inc.
CONTRACTOR *(Firm name)*

Township of West Orange
OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

Anthony Iovino, President
PRINTED NAME AND TITLE

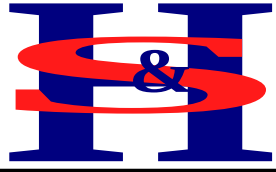
Daniel Hernandez, President
PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE



Construction & Mechanical, Inc.

General Contractors · Sprinkler · Plumbing · Heating · Design

CHANGE ORDER REQUEST

Date: 12/22/2022

Project: West Orange Public Library

To Contractor:

H&S Construction & Mechanical Inc.

721 Bayway Ave

Elizabeth NJ 07202

The Contract is changed as follows:

Owner: Township of West Orange
Construction Mngr:

Architect: Arcari & Iovino

Contractor: H&S Construction

Field:

COR #: 19

Initiation date:

Project No: 22-044

Contract For: Completion Contract

Contract Date:

Costs associated with with added switches and associated work per RFI 45,46 &48 responses

Item	Description	Company		Totals
1	Additional electrical work - See attached breakdown	Lowder		\$ 1,805.00
2				\$ -
3				\$ -
4				\$ -

Sub-Contractor Subtotal \$ 1,805.00

H&S - Overhead & Profit Of Sub Cost \$ 90.25

Sub Contractors Total \$ 1,895.25

Item	Description	Company		Totals
5	PM time 1hr	H&S		\$ 150.00
6		H&S		
7				
8				
9				
10				
11				

Contractor Subtotal \$ 150.00

H & S - Overhead & Profit 15% of Contractor Cost \$ 22.50

Contractors Total \$ 172.50

Sub Total \$ 2,067.75

H&S Bond Cost \$ 62.03

Total \$ 2,129.78

The contract time will be increased by: 2 days

Lowder Electric and Construction Corp
250 Hallock Ave. Unit B
Middlesex, NJ 08846 US
(732) 764-6000
info@lowder.biz

Estimate



ADDRESS
H & S Construction 721 Bayway Ave. Elizabeth, NJ 07202

SHIP TO
West Orange Library 10 Rooney Circle West Orange, NJ

ESTIMATE #	DATE	
2659	12/21/2022	

WORK ORDER

CO / RFI # 45 , #46, #48

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	RFI # 45 Provide switch leg and DSW-301 in rooms 231A, 231C and 234A	3	361.00	1,083.00
	RFI #46 Provide switch leg and DSW-301 in room 231B	1	361.00	361.00
	RFI #48 Provide switch leg and DSW-301 in room 103A	1	361.00	361.00
		1	0.00	0.00

SUBTOTAL	1,805.00
TAX	0.00
TOTAL	\$1,805.00

Accepted By

Accepted Date

RESOLUTION

WHEREAS, the Township as part of the Redevelopment along Executive Drive and Rooney Circle acquired the office building and land known as 10 Rooney Circle; and

WHEREAS, a portion of this building will be used as the new West Orange Public Library; and

WHEREAS, the Township's architect, Arcari Iovino of Little Ferry, NJ the Township's contractor for this project, H&S Construction and Mechanical Inc. of Elizabeth, NJ needs to perform additional electrical work associated with equipment; and

WHEREAS, there needs to be upgrades for wiring, breaker and circuit breakers; and

WHEREAS, H&S Construction and Mechanical, Inc., of Elizabeth, NJ, submitted Change Order No. 11 in the amount of \$2,388.09 dated December 22, 2022 to perform additional electrical work; and

WHEREAS, Change Order No. 11 is acceptable to Arcari Iovino Architects, P.C., Little Ferry, NJ as well as the Municipal Engineer; and

WHEREAS, sufficient funds exist for these Change Orders; 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 Change Order No. 11 in the amount of \$2,388.09 be approved, and with Change Order No. 1 of \$6,946.54, Change Order No. 2 of \$25,366.66 and Change Order No. 3 of \$14,013.60, Change Order No. 4 of \$8,245.39, Change Order No 5 of \$8,800.01, Change Order No. 6 of \$13,933.89, Change Order No. 7 \$1,735.04, Change Order No. 8 of \$6,811.93, Change Order No. 9 \$17,422.45, Change Order No. 10 \$2,129.78 represents a 2.12 percent increase in the original contract amount of \$5,075,000.00 bringing the adjusted contract amount to \$5,182,793.38.

BE IT FURTHER RESOLVED that the Business Administrator John O. Gross is authorized to execute the Change Order on behalf of the Township of West Orange.

Karen J. Carnevale, RMC
Municipal Clerk

I certify availability of funds:

Tammy Williams, Council President

Account Number: 03 2645 21 0100 010
\$2,388.09

John O. Gross, BA/CFO



AIA[®] Document G701[™] – 2017

Change Order

PROJECT: *(Name and address)*
West Orange Public Library
10 Rooney Circle
West Orange, NJ 07052

CONTRACT INFORMATION:
Contract For: General Construction
Date:

CHANGE ORDER INFORMATION:
Change Order Number: 011
Date: January 4, 2023

OWNER: *(Name and address)*
Township of West Orange
66 Main Street
West Orange, NJ 07052

ARCHITECT: *(Name and address)*
Arcari + Iovino Architects, P.C.
One Katherine Street
Little Ferry, NJ 07643

CONTRACTOR: *(Name and address)*
H&S Construction and Mechanical, Inc.
721 Bayway Avenue
Elizabeth, NJ 07202

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Breaker size change (COR #20). Add \$2,388.09

The original Contract Sum was	\$	5,075,000.00
The net change by previously authorized Change Orders	\$	105,405.29
The Contract Sum prior to this Change Order was	\$	5,180,405.29
The Contract Sum will be increased by this Change Order in the amount of	\$	2,388.09
The new Contract Sum including this Change Order will be	\$	5,182,793.38

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Arcari + Iovino Architects, P.C.
ARCHITECT *(Firm name)*

H&S Construction and Mechanical, Inc.
CONTRACTOR *(Firm name)*

Township of West Orange
OWNER *(Firm name)*

SIGNATURE

Anthony Iovino, President
PRINTED NAME AND TITLE

DATE

SIGNATURE

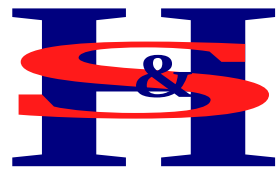
Daniel Hernandez, President
PRINTED NAME AND TITLE

DATE

SIGNATURE

PRINTED NAME AND TITLE

DATE



Construction & Mechanical, Inc.

General Contractors · Sprinkler · Plumbing · Heating · Design

CHANGE ORDER REQUEST

Date: 12/22/2022

Project: West Orange Public Library

To Contractor:

H&S Construction & Mechanical Inc.

721 Bayway Ave

Elizabeth NJ 07202

The Contract is changed as follows:

Owner: Township of West Orange
Construction Mngr:

Architect: Arcari & Iovino

Contractor: H&S Construction

Field:

COR #: 20

Initiation date:

Project No: 22-044

Contract For: Completion Contract

Contract Date:

Costs associated with changes made on electrical drawing in RFI #14 breaker size response

Item	Description	Company		Totals
1	Additional electrical work - See attached	Lowder		\$ 2,043.84
2				\$ -
3				\$ -
4				\$ -

Sub-Contractor Subtotal \$ 2,043.84

H&S - Overhead & Profit Of Sub Cost \$ 102.19

Sub Contractors Total \$ 2,146.03

Item	Description	Company		Totals
5	PM time 1hr	H&S		\$ 150.00
6		H&S		
7				
8				
9				
10				
11				

Contractor Subtotal \$ 150.00

H & S - Overhead & Profit 15% of Contractor Cost \$ 22.50

Contractors Total \$ 172.50

Sub Total \$ 2,318.53

H&S Bond Cost \$ 69.56

Total \$ 2,388.09

The contract time will be increased by: 2 days

Lowder Electric and Construction Corp
250 Hallock Ave. Unit B
Middlesex, NJ 08846 US
(732) 764-6000
info@lowder.biz

Estimate



ADDRESS
H & S Construction 721 Bayway Ave. Elizabeth, NJ 07202

SHIP TO
West Orange Library 10 Rooney Circle West Orange, NJ

ESTIMATE #	DATE	
2660	12/21/2022	

WORK ORDER

CO / RFI #14

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	AC- 1S upgrade wiring from #10 to #8 wire as per new E-405	4	399.36	1,597.44
	AC-1E upgrade wiring from #10 to #8 wire as per new E-405			
	AC- 1N upgrade wiring from #10 to #8 wire as per new E-405			
	DOAS-CU upgrade wiring from #10 to #8 wire as per new E-405			
	AC-1S upgrade circuit breaker from 40a to 50a	3	148.80	446.40
	AC-1N upgrade breaker from 25a to 30a			
	AC-1S upgrade breaker from 45a to 50a			
	AC-1E breaker will use AC-1S 40A breaker no change			

SUBTOTAL	2,043.84
TAX	0.00
TOTAL	\$2,043.84

Accepted By

Accepted Date

17-23
January 10, 2023

RESOLUTION

WHEREAS, on December 20, 2022, the Township Council for the Township of West Orange (“Township”) adopted Resolution 330-22 which authorized the award of a contract to VMF Construction to provide improvements and repairs to the Township Municipal Building at 66 Main Street annexed hereto as Exhibit “**A;**” and

WHEREAS, Resolution 330-22 contained a typographical error as to the amount of the base bid submitted by VMF Construction which should have read “**VMF Construction - \$275,000 base bid, \$50,000 additional alternate bid;**” rather than, “**VMF Construction - \$274,000 base bid, \$50,000 additional alternate bid**” which was set forth in the body of the resolution.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Township corrects Resolution 330-22 to reflect the corrected amount of VMF Construction’s base bid.

Karen J. Carnevale, RMC, Municipal Clerk

Tammy Williams, Council President

Adopted: January 10, 2023

RESOLUTION

WHEREAS, the Honorable Susan McCartney was elected Mayor by the voters of the Township of West Orange on November 8, 2022; and

WHEREAS, NJSA 40:69A-43(b) specifies that the Mayor shall appoint, with the advice and consent of the Council, Directors for each department, to serve during the term of office of the mayor appointing him/her and all other municipal officers unless a different appointment procedure is clearly required by this plan of government or by general law; and

WHEREAS, the following appointments have been made and/or approved by the Honorable Mayor McCartney upon being sworn in as the Mayor of West Orange:

John O. Gross	Business Administrator & Chief Financial Officer
James P. Abbott	Director of Staff Operations & Chief of the Police Department
Anthony A. Vecchio	Chief of the Fire Department
Leonard R. Lepore	Director of the Department of Public Works & Engineer
William Kehoe	Director of the Department of Recreation
Michael A. Fonzino	Director of the Department of Health
Geniece Gary-Adams	Director of Planning and Development
Richard D. Trenk	Director of the Department of Law
Peter F. Smeraldo	Assistant Business Administrator

THEREFORE, BE IT RESOLVED, that the West Orange Township Council does hereby grant its consent for these appointments.

Karen J. Carnevale, RMC, Municipal Clerk

Tammy Williams, Council President

Adopted: January 10, 2023

RESOLUTION

WHEREAS, Matrix New World (“Matrix”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the award of a professional services agreement for Phase One Environmental Site Assessment for Former Barton Press Township-owned property located at 55 Lakeside Avenue, Block 115, Lots 15 and 17 (the “Property”); and

WHEREAS, Matrix completed its Phase One Assessment for the Property, which concluded that there were areas of the Property that should be further investigated in a Phase Two Assessment; and

WHEREAS, Matrix has submitted the proposal annexed hereto as Exhibit “A” to conduct Phase Two Assessment with regard to the Property.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Matrix as an Environmental Consultant for the Township on the terms and conditions set forth therein at a cost of \$127,300.00;

and it is further **RESOLVED** that notice of this award shall be published and available in the Clerk’s office in accordance with applicable law.

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

Tammy Williams
Council President

Adopted: January 10, 2023

I hereby certify funds are available from: _____

Account No.

John O. Gross, CFO

Via Email

November 10, 2022

Ms. Zayibeth Carballo & Mr. Leonard Lepore
Township of West Orange
66 Main Street
West Orange, NJ 07052

**Re: PROPOSAL FOR ENVIRONMENTAL SERVICES
ADDITIONAL REMEDIAL INVESTIGATION ACTIVITIES AND REPORTING
55 LAKESIDE AVENUE
BLOCK 115, LOTS 15 & 17
WEST ORANGE, NEW JERSEY
MATRIX NO. 21-1041**

Dear Ms. Carballo & Mr. Lepore:

Matrix New World Engineering, Land Surveying, and Landscape Architecture, P.C. (Matrix) is pleased to provide this proposal to complete the Remedial Investigation (RI) Activities for the Former Barton Press property, located at 55 Lakeside Avenue (Block 115, Lots 15 and 17) in the Township of West Orange (Township), New Jersey (Site).

The proposed work will be completed in accordance with the Site Remediation Reform Act (SRRA), N.J.S.A 58:10C-1 et seq., the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS), N.J.A.C. 7:26C, the Technical Requirements for Site Remediation (TRSR), N.J.A.C. 7:26C, and applicable New Jersey Department of Environmental Protection (NJDEP) Guidance Documents.

The scope of work presented herein represents the foreseeable next steps to complete the RI process for the Site based on the results of the sampling completed in May 2022, August 2022, and the Technical Consultation with NJDEP representatives on October 18, 2022. The collection of these additional samples will allow Matrix to better define areas in need to excavation and also to define functional areas where compliance averaging may be used in accordance with NJDEP protocols. Following implementation of this proposal and dependent on the results of samples collected, it is possible that additional work may be required to complete the RI for the Site. If additional work is required to complete the RI, additional proposal(s) will be prepared for approval as necessary.

SCOPE OF WORK

The scope of services and associated fees are described in detail below.

TASK 1: LSRP OVERSIGHT AND PROJECT MANAGEMENT

In accordance with the NJDEP SRRA, the ARRCS, and the TRSR, the retained Matrix Licensed Site Remediation Professional (LSRP) will oversee the investigation activities outlined herein. This task includes project management, NJDEP correspondence and coordination, and the anticipation of future conference calls and/or meetings with the project team.

As part of Task 1, Matrix will complete the following required items:

- Complete the updated Public Notification requirements to reflect the retained Matrix LSRP

- by posting a sign in accordance with N.J.A.C. 7:26C-1.7(h)2.
- Prepare, distribute, and publish a fact sheet/notification letter in accordance with N.J.A.C. :26C-1.7(l) for the groundwater contamination that is migrating off-site. The notification letters will be sent to owners and tenants within 200 feet of the Site boundary.
- The completion of the Annual Remediation Cost Review and Remediation Funding Source Form.

TASK 2: ADDITIONAL REMEDIAL INVESTIGATION ACTIVITIES

Quality Assurance Project Plan (QAPP) and Health and Safety Plan (HASP)

The QAPP and HASP prepared for earlier investigation activities will be updated prior to the commencement of the additional RI field activities, in accordance with requirements in the TRSR and following the NJDEP QAPP Technical Guidance, and 29 CFR Parts 1910 and 1926 of the Federal Occupational Safety and Health Administration (OSHA) regulations.

Due to safety concerns (i.e., mold and no power) associated with building interiors, Matrix will take special precautions when entering interior spaces. These precautions will include half face respirators, battery powered and generator powered lighting, maximized ventilation, and the buddy system. These precautions will accrue some additional costs and are included in this proposal.

Exterior Soil Sampling

Based on the remedial investigation activities completed in May 2022 and August 2022, there are a few areas of concern (AOCs) requiring additional delineation in accordance with the requirements of NJDEP regulations and guidance, and as discussed in our technical consult with NJDEP on October 18, 2022. These AOCs include:

- AOC-2A – 500-gallon Diesel UST
- AOC-3A – Rail Spur and Siding Between Former Buildings 21 and 43;
- AOC-3B – Shipping Shed;
- AOC-7 – Historic Sanitary and Storm Water Management;
- AOC-10 – Historic Fill at Upper Parking Lot;
- AOC-12A – Former Oil House;
- AOC-16 – Dumpster Area; and
- AOC-24 – Co-Jac Finishers Hazardous Material Storage and Handling Area.

The additional RI will include the installation of up to 35 exterior soil borings to a depth of 10 to 20 feet below ground surface (ft bgs) with soil samples collected at multiple depth intervals, if required. A breakdown of the exterior soil borings per AOC are as follows:

- AOC-2A – 500-gallon Diesel UST
 - Soil Boring SB-15E - Horizontal delineation of trichloroethene (TCE) at soil borings 3B-1 and 3B-2 (please note this boring is co-located with the eastern delineation sample of AOC-3B)
- AOC-3A – Rail Spur and Siding Between Former Buildings 21 and 43 (See Figure 4A-2 for reference);
 - Soil Boring AOC3A-5R - Vertical delineation of TCE at soil boring AOC3A-5
 - Soil Boring SB-17E-1 - Horizontal delineation of TCE, mercury, and lead east of soil boring SB-17E
 - Soil Boring SB-17N - Horizontal delineation of mercury, lead, and copper north of soil boring SB-17
 - Soil Boring 10-1S-1 - Horizontal delineation of TCE south of soil boring 10-1S
 - Soil Boring 10-1W-1 - Horizontal delineation of TCE west of soil boring 10-1W

- Soil Boring 10-1E - Horizontal delineation of TCE east of soil boring 10-1
 - Soil Boring 3A-3 - Horizontal delineation of Metals east of soil boring 3A-1
- AOC-3B – Shipping Shed (See Figure 4A-3);
 - Soil Borings SB-15R, SB-15E, SB-15S, and SB-15W - Vertical and horizontal delineation of TCE to the east, south, and west of SB-15
 - Horizontal delineation of TCE to the north of SB-15 was achieved by soil boring AOC5B-5.
- AOC-10 – Historic Fill at Upper Parking Lot (See Figure 4D);
 - Soil Boring SB-1R – Vertical delineation of TCE at soil boring SB-1
 - Soil Boring SB-28 – Horizontal delineation of TCE to the west of soil boring SB-1
 - Soil Boring SB-29 – Horizontal delineation of TCE and mercury to the east of soil boring SB-1 and horizontal delineation of metals to the west of soil boring SB-2W
 - Soil Boring SB-2WR – Vertical delineation of metals at soil boring SB-2W
 - Soil Boring AOC10-14R – Shallow samples and Vertical delineation of PAHs and Metals at soil boring AOC10-14
 - Soil Borings AOC10-25 and AOC10-26 – Horizontal delineation of TCE, PAHs, and metals to the west and north of AOC10-24 and AOC10-21, respectively
- AOC-12A – Former Oil House (See Figure 4F-1);
 - Soil Boring AOC12A-10 – Horizontal delineation of TCE to the west of soil boring AOC12A-9
- AOC-16 – Dumpster Area (See Figure 4H); and
 - Soil Boring AOC16-5 – Horizontal delineation of TCE to the west of soil boring AOC16-2
 - Soil Boring AOC16-2R – Vertical delineation of TCE at soil boring AOC16-2
- AOC-24 – Co-Jac Finishers Hazardous Material Storage and Handling Area (See Figure 4K)
 - Soil Boring AOC24-1R – Vertical delineation of TCE and metals at soil boring AOC24-1
 - Soil Borings AOC24-2, AOC24-3, and AOC24-4 – Horizontal delineation of TCE and metals to the east, north, and west of soil boring AOC24-1
 - Please note horizontal delineation to the south was completed by soil boring AOC16-1

The soil samples will be analyzed for either Chlorinated Volatile Organic Compounds (CVOC), Semi-Volatile Organic Compounds (TCL SVOC+15), and/or Target Analyte List Metals (TAL Metals), as required. For QA/QC purposes, one field blank per field day, and one trip blank per mobilization will also be collected. All samples will be analyzed by a New Jersey certified laboratory on a standard turnaround time basis. The borehole will be backfilled with soil cutting collected and ground surface shall be patched with asphalt patch. Please note Matrix will collect contingent delineation samples at a few locations based on field screening and only run if the initial delineation samples identified above exceed the applicable NJDEP Soil Remediation Standards.

Projected costs assume one two-day mobilization for soil investigations.

Interior Soil Sampling AOC-2B

Additional interior soil samples will need to be collected to complete delineation. Up to six interior soil samples will be collected from beneath the building slab and analyzed for CVOCs and/or TAL Metals. A breakdown of the interior soil borings per AOC are as follows:

- AOC-2B – 500-gallon xylol UST and Associated Pump (See Figure 4B-2)

- Soil Borings AOC2B-3R and AOC2B-10 - Horizontal delineation of TCE to the east and south of soil boring AOC2B-5
- Soil Boring AOC2B-11 - Horizontal delineation of TCE to the west of soil boring ACO2B-7

All samples will be analyzed by a New Jersey certified laboratory on a standard turnaround time basis. The borehole will be backfilled with soil cutting collected and ground surface shall be patched with concrete. Please note Matrix will collect contingent delineation samples and only run if the initial delineation samples identified above exceed the applicable NJDEP Soil Remediation Standards.

Projected costs include one one-day mobilization for interior soil investigations. Soil Sample summary table is attached for reference.

Groundwater Investigation

Based on the groundwater sampling activities to date, chlorinated VOCs (CVOCs specifically Trichloroethene [TCE]), Polycyclic Aromatic Hydrocarbons (PAHs) and metals were identified at concentrations above the NJDEP's Groundwater Quality Standards (GWQS).

All monitoring wells will be gauged, and up to one additional round of groundwater sampling will be completed. The groundwater samples will be collected from the monitoring wells (up to 20 wells per sampling event including the DPW monitoring wells) via low flow sampling technique. The groundwater samples will be analyzed for TCL VOC+15. In addition, Metals will be collected from select monitoring wells including MW-2 at the DPW. Water quality indicator parameters (dissolved oxygen, pH, temperature, conductivity, and ORP) will be monitored during the groundwater purging and sampling activities. For QA/QC purposes, one field blank, and one trip blank will also be collected. All groundwater samples will be analyzed on a standard turnaround time basis by a New Jersey certified laboratory.

Matrix will arrange for the disposal of the non-hazardous investigative derived waste (IDW), up to 20 55-gallon drums. The IDW consist of soil cuttings and monitoring well purge water generated during well development and groundwater sampling activities.

TASK 3: REMEDIAL INVESTIGATION REPORT AND REMEDIAL ACTION WORKPLAN PREPARATION AND SUBMITTAL

Upon receipt of the additional RI soil sampling results, Matrix will evaluate the various functional areas and conduct compliance averaging as outlined in NJDEP Guidance to minimize soil excavation. A Remedial Investigation Report (RIR) and Remedial Action Workplan (RAW) and associated forms will be prepared and will summarize the results of the remedial investigation for soils, groundwater, sediments, surface water, and vapor intrusion, and the proposed remedial action. Following a review of the Draft Report by the Township of West Orange, comments will be incorporated to prepare the Final RIR/RAW that will be submitted to NJDEP.

The following forms may be required during the RI/RAW:

- Case Inventory Document (CID)
- Authorization to Submit a Report Through NJDEP Online
- Cover/Certification Form
- CEA Fact Sheet
- Updated Receptor Evaluation including well search spreadsheet
- Alternative or New Remediation Standard and/or Screening Level Application Form

- including the Remediation Standard Notification Spreadsheet
- Full Laboratory Data Deliverables Form
- Monitoring Well Certification Form A – As-Built Certification
- Monitoring Well Certification Form B – Location Certification
- Site and Contact Information Update Form

COSTS

The following are the estimated costs for the tasks described herein to complete the foreseeable Remedial Investigation Activities for the former Barton Press Site and to complete the foreseeable Site Investigation Activities for the DPW Site. All work will be conducted in accordance with the attached standard terms and conditions and LSRP Special Provisions.

Task 1 – LSRP Services and Project Management

Labor	\$ 15,750.00
Total for Task 1	\$ 15,750.00

Task 2: Remedial Investigation Activities

Labor	\$ 23,600.00
Direct Expenses (Soil Investigation)	\$ 25,300.00
Direct Expenses (Interior Soil Investigation)	\$ 5,800.00
Direct Expenses (Groundwater Investigation)	\$ 20,600.00
Total for Task 2	\$ 75,300.00

Task 3: Remedial Investigation Report Preparation and Submission

Labor	\$ 36,250.00
Direct Expenses	\$ 1,000.00
Total for Task 3	\$ 36,250.00

Total Estimated Costs	\$ 127,300.00
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ASSUMPTIONS AND EXCLUSIONS

This proposal is based on the following assumptions:

- Access will be provided to on-site sample locations;
- All field work will be completed in Level D personal protective equipment;
- All samples will be analyzed on a standard turnaround time basis, unless otherwise noted;
- All investigation derived waste will be disposed of as non-hazardous waste;
- No additional assessment or investigation activities or LSRP documents beyond the activities identified in the scope of work are included;
- All work will be completed during normal business hours;
- Costs exclude any NJDEP inspections;
- Costs do not include any additional NJDEP notification or reporting fees;
- Costs do not include the limited Phase II Environmental Site Assessment investigations;
- Costs do not include any waste classification soil sampling or disposal of the stockpiled soils; and
- All external costs will be charged at cost plus 15%.

Separate authorization from the client will be requested prior to commencing services outside the scope of this proposal.

All out-of-pocket expenses including, but not limited to, application fees, laboratory testing costs,

mylar copies, certified mailings, photographs, blueprints, and special deliveries are considered additional to the proposal items unless specifically noted within the scope of this proposal.

This proposal is submitted solely and exclusively for the use of Township of West Orange for consideration of the professional services of Matrix. Disclosure of this proposal's content to any third party without prior written authorization from Matrix is expressly prohibited.

In addition to the specific items as listed herein, the client may be required to demonstrate compliance with certain permit and approval conditions as may be imposed by one or more of the regulatory agencies. These conditions may require revisions to the plans and/or preparation of additional supporting documentation. This proposal does not include these additional items unless specifically outlined within the scope of this proposal.

PAYMENT SCHEDULE

Payment shall be in accordance with the Charges, Billing, and Payment schedule outlined in the Terms and Conditions attached to this proposal unless prior written arrangements have been made with Matrix.

Please indicate your acceptance of this proposal by (1) signing in the space provided below, (2) signing the attached Terms and Conditions, and (3) signing the attached Special LSRP Provisions and returning one copy to our offices.

We thank you for the opportunity to be of service to you on this project. Matrix is prepared to implement the described Scope of Work upon receiving a signed copy of this letter. If you have any questions or require any additional information, do not hesitate to contact us at (973) 240-1800.

Sincerely,

Allison Molnar

Allison Molnar
Project Manager

Authorization to Proceed: _____
Name/Title

Date: _____

Attachments: Terms and Conditions
Special Provisions - LSRP

ATTACHMENT 1
TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES
Matrix New World Engineering, Land Surveying and Landscape Architecture, PC

Section 1: SERVICES

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (Matrix) agrees to perform the professional services (the "Services") as described in the Proposal incorporated herein by reference for the CLIENT on a best efforts, time and materials basis, consistent with the applicable standard of care, under the terms and conditions set forth below. Matrix reserves the right to amend the contents of the Proposal, if written authorization is not received within 90 days. These Terms and Conditions together with the Proposal constitute the agreement between Matrix and the CLIENT for the Services (the "Agreement").

Section 2: COMPENSATION

The CLIENT shall be responsible for all costs specifically enumerated in the proposal. For any costs set forth in the proposal as an estimated range, Matrix shall provide CLIENT with an exact cost as soon as it can be determined.

CLIENT shall also be responsible for any REIMBURSABLE COSTS not specifically set forth in the proposal. REIMBURSABLE COSTS include: out-of-pocket expenses, the cost of which shall be charged at actual cost plus an administrative charge of fifteen percent (15%) and shall be itemized and included in the invoice. Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing IRS mileage rate, long distance telephone calls, printing and reproduction costs, and survey supplies and materials.

Section 3: CLIENT'S OBLIGATIONS

To assist Matrix in performance of the Services, CLIENT shall provide Matrix with appropriate material, data and information in its possession pertaining to the specific project or activity. Matrix shall be entitled to rely upon the accuracy and completeness of services and information furnished by the CLIENT and CLIENT's consultants.

The CLIENT will advise Matrix of the nature and extent of any hazardous waste at the site. If Matrix discovers after it undertakes the Services that the site is of a different nature of hazard as defined by the client, or if unanticipated hazards are presented, the CLIENT and Matrix agree that the scope of services, schedule and estimated budget fee shall be adjusted as needed to complete the work without injury or damage.

Unless otherwise specifically provided in this agreement, Matrix and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the project site.

Section 4: INVOICE PROCEDURE AND PAYMENT

Matrix will submit invoices to the CLIENT monthly and a final bill upon completion of the Services. Payment is due thirty (30) days from invoice date. CLIENT agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law on past due accounts. CLIENT will be liable for all collection and court costs, disbursements, staff time expended for court appearances and depositions, and attorney's fees incurred in the collection of any outstanding invoices.

Section 5: OWNERSHIP OF DOCUMENTS

All survey notes, drawings, bills of materials, specifications, blueprints, reports, calculations, and all other material prepared by Matrix and its consultants in connection with the specific project, including those in electronic form, are Instruments of Service to be used solely with respect to this Project. Matrix and its consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights including copyright.

Upon execution of Agreement, Matrix grants to CLIENT a non-exclusive license to reproduce the Instruments of Service solely for the purposes of constructing, using, and maintaining the Project, provided that CLIENT shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. CLIENT shall not assign, delegate, sub-license, pledge or otherwise transfer any license granted herein to any other party without the prior written agreement of Matrix.

Any unauthorized use and/or use of the Instruments of Service in violation of this Agreement, shall be at CLIENT'S sole risk and without liability to Matrix and its consultants, and CLIENT shall defend and indemnify MATRIX and its consultants against any claim and damages arising from such unauthorized use. The terms of this Section shall apply unless and until it is adjudged by a court of competent jurisdiction that CLIENT rightfully terminated this Agreement for cause under Section 19.

If and upon the date that Matrix is adjudged in default of this agreement by a court of competent jurisdiction, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting CLIENT to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

If set forth in the Proposal, the Instruments of Service shall become the co-owned property of the CLIENT and shall be transferred to the CLIENT upon completion of the project and upon receipt of complete payment for the scope of work outlined in the Proposal. Matrix may retain a single copy of such information and documents.

Section 6: CONFIDENTIALITY

Matrix agrees to keep confidential and not to disclose to any person or entity, other than Matrix's employees and subcontractors, without the prior consent of the CLIENT, all data and information not previously known to and generated by Matrix, or furnished to Matrix and marked CONFIDENTIAL by the CLIENT in the course of Matrix's performance hereunder; provided, however, that this provision shall not apply to data which are in the public domain, or were previously known to Matrix, or were acquired by Matrix independently from third parties not under obligation to CLIENT to keep said data and information confidential. CLIENT shall not restrict Matrix from complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.

The technical and pricing information contained in any proposal submitted by Matrix as to this project, or in the Agreement or any addendum thereto, is

to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without express written consent of Matrix.

Section 7: BURIED UTILITIES AND HIDDEN CONDITIONS

Matrix will conduct the research that in our exclusive professional opinion is a reasonable precaution to locate utility lines and other man-made objects that may exist beneath the project site surface. The CLIENT recognizes that Matrix's research may not identify all subsurface utilities or other subsurface objects, and therefore the CLIENT agrees to release, hold Matrix harmless and indemnify and pay for damages to underground utilities/structures and/or other damages related to construction activities, worker health/safety, schedule delays, etc. Which may be attributable to underground objects which are not identified by the CLIENT or third parties or correctly shown on plans furnished by the CLIENT or third parties.

In the event that the services provided by Matrix are for renovations and/or addition to an existing structure, there may exist existing conditions which cannot be identified or verified without expending great sums of money and/or destroying portions of the building. CLIENT agrees that Matrix shall not be responsible for damages or additional costs which arise out of hidden conditions not identified and/or located by Matrix.

In the event that the services provided by Matrix involve the investigation of, or assumptions about, subsurface conditions of any kind, the CLIENT recognizes that subsurface conditions may vary from those encountered at the location where, and at the time when, borings, sampling, or testing is performed by Matrix and that the data provided by Matrix are based solely on the information available to Matrix. The CLIENT agrees to release, defend indemnify and hold Matrix harmless from and against all claims, damages, losses and expenses arising from the interpretation by others of data provided by Matrix.

Section 8: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. Matrix and the CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of Services and compensation for the Services or termination of the Agreement. Matrix agrees to notify the CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The CLIENT authorizes Matrix to take measures that in Matrix's professional opinion are justified or legally required to preserve and protect the health and safety of Matrix's personnel and the public, and/or the environment, and the CLIENT agrees to compensate Matrix for the additional cost of such measures.

In addition, the CLIENT waives any claim against Matrix, and agrees to indemnify, defend and hold Matrix harmless from any claim or liability for injury or loss arising from Matrix's encountering, reporting or responding to unanticipated hazardous materials or suspected hazardous materials. The CLIENT also agrees to compensate Matrix for time spent and expenses incurred by Matrix in defense of any such claim, with such compensation to be based upon Matrix's prevailing fee schedule and expense reimbursement policy.

Section 9: STANDARD OF CARE

The Services provided by Matrix under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee, in fact or by law, whether of merchantability or fitness for a particular purpose or otherwise, is included or intended in the Agreement, or in any report, opinion, document or otherwise.

Matrix shall not have control over or charge of and shall not be responsible for the acts or omissions of CLIENT and/or Builder/Contractor, subcontractors, consultants or their agents or employees, or of any other persons or entities performing portions of the Work. Matrix shall not supervise, direct or have control over the contractor(s) work, nor shall Matrix have any authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction selected by the contractor(s), or for any safety precautions or programs incident to the work of the contractor(s), or for any failure of the contractor(s) in furnishing or performing its(their) work. Matrix neither guarantees the performance of any construction contracts by contractor(s), nor assumes responsibility or liability for the contractor's(s') failure to furnish or perform its (their) work in accordance with the applicable contract documents.

When provided, and unless otherwise expressly provided in the Scope of Services, field visits are to observe the progress and general quality of the work completed by the contractor. Unless expressly stated otherwise, such visits and observation are not intended to be an inspection of the quality or quantity of the Contractor's work but rather are solely intended to allow this office to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Construction Documents directly related to this office's scope of services. During or as a result of these site visits, this office shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. Unless required in this Agreement, material testing and inspection shall be provided by a material testing and testing agency retained by others.

Section 10: INDEPENDENT CONTRACTOR

Matrix shall be an independent contractor in performing the Services and shall not act as an employee of the CLIENT. As such, and subject to the terms and conditions hereof, Matrix shall be responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, and taxes, if any.

Section 11: JOBSITE HEALTH AND SAFETY

Insofar as jobsite safety is concerned, Matrix is responsible solely for its own employees' and subcontractor's activities on the jobsite, but this shall not be construed to relieve the CLIENT or his contractors from their responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite.

Section 12: INSURANCE

Matrix is insurance as follows: 1) Worker's Compensation Insurance as required by applicable law, 2) General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage, and 3) Professional Liability (Errors & Omissions) with policy limits equal to at least \$1,000,000. Upon request, Matrix shall provide insurance certificates illustrating the coverage herein.

CLIENT shall require the contractor(s) hired for the project to maintain general liability insurance (including coverage for premises, personal injury, property damage, completed operations, and contractual liability) naming CLIENT, Matrix and its consultants and employees, as additional insureds.

Matrix may terminate services if proof of additional insured status is not provided prior to the start of construction without any liability to CLIENT for resulting damages, whether due to delay or otherwise.

Section 13: INDEMNITY

A. Matrix

Matrix agrees to indemnify and hold harmless CLIENT from and against any damages (including legal fees and costs of investigation where recoverable by law) to the actual extent of negligence of Matrix in the performance of the Services hereunder, provided that such loss, damage, liability or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property.

B. CLIENT

The CLIENT, agrees to indemnify and hold harmless Matrix from and against any damages, (including legal fees and costs of investigation where recoverable by law) to the actual extent of negligence of the CLIENT, or anyone directly or indirectly employed by the CLIENT, in the performance of the CLIENT's obligations under the Agreement, any non-conforming wastes waste(s) or discrepancies in the pertinent manifest(s) as defined by applicable regulations, or an condition existing at the work site(s) prior to the date of the Agreement or caused by anyone directly or indirectly employed by the CLIENT.

Section 14: LIMIT OF LIABILITY

Notwithstanding any other provision contained in the Agreement

- A. In no event shall Matrix, its employees, agents, consultants (including subcontractors) be responsible for any incidental, indirect, impact, or consequential damages (including loss of profits), liabilities or expenses incurred by the CLIENT or any third party as a result of Matrix's performance or nonperformance of the Services contracted for herein, and the CLIENT waives all such incidental, indirect, impact, or consequential damages.
- B. The obligations of Matrix under the Agreement are not intended to and shall not be personally binding on, nor shall any resort be had to the private properties of, any parent, subsidiary or affiliate of Matrix, or any of their respective officers, directors, shareholders, partners, principals, members, managers, beneficiaries, employees, consultants (including sub-contractors) or agents. Any provision in this Agreement that inures to the benefit of Matrix shall also inure to the benefit of Matrix's officers, directors, shareholders, partners, principals, members, managers, beneficiaries, employees, consultants (including sub-contractors) or agents.
- C. Matrix's total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to the Agreement from any cause or causes, including but not limited to Matrix's errors, negligence, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the Services provided by Matrix or the limit of liability available at the time of the claim, whichever is lesser.
- D. Matrix disclaims, and the CLIENT waives, any implied warranties of merchantability or fitness for a particular purpose with respect any equipment or other personal property procured by Matrix and provided to the CLIENT as part of any Services.
- E. Matrix and CLIENT agree that, to the extent any damages are covered by property insurance during construction, or afterwards, Matrix and CLIENT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. Matrix and CLIENT, as appropriate, shall require of the contractors, sub-consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.
- F. CLIENT recognizes and expects certain Change Orders may be required due, in whole or in part to omissions, ambiguities, or inconsistencies in the Drawings, specifications, and other design documentation furnished by Matrix or as a result of the other professional services performed or furnished by Matrix under this Agreement, and that Matrix is not responsible for the costs associated with these Change Orders to the extent Change Orders include any cost that CLIENT would have incurred if the covered Change Order work had been included originally in the Drawings, specifications, and other design documentation, without any omission, ambiguity, or inconsistency in the Construction Documents.
- G. To the maximum extent permitted by law, the limitations on damages, the releases from liability, the limitations of liability, and the exclusive remedies provisions expressly provided in the Agreement shall apply even in the event of the fault of Matrix(in whole or in part), including but not limited to negligence, strict liability or breach of contract of Matrix.

Section 15: PROJECT DELAYS

If Matrix is delayed at any time in performing the Services for any specific project or activity by an act, failure to act, or neglect of the CLIENT or the CLIENT'S employees or any third parties; by changes in the scope of work; by unforeseen circumstances including delays authorized by the CLIENT and agreed to by Matrix; by acts of force majeure including, without limitation, fires, floods, riots, and strikes; by delays caused by foreign or domestic governmental acts or regulations; or by any cause beyond the reasonable control of Matrix, then the time for completion of the Services shall be extended based upon the impact of the delay. Matrix shall receive an adequate compensation adjustment if the delays caused by any of the above result in changes, require additional services, or result in additional costs to Matrix.

Section 16: ASSIGNMENT

Matrix and CLIENT shall not assign the Agreement in whole or part without the written consent of the other, except that CLIENT may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the CLIENT'S rights and obligations under this Agreement, including full payment of all sums due for services rendered. Matrix shall only execute consents reasonably required to facilitate such assignment. Matrix in no way is prohibited from retaining consultants or subcontractors, or persons and entities not in its employ, when it is appropriate to do so. Such persons and entities include, but are not limited to, surveyors, specialized consultants, drilling contractors, and testing laboratories. Matrix's use of others for additional services shall not be unreasonably restricted by the CLIENT provided Matrix notifies the CLIENT in advance.

Section 17: THIRD PARTY EXCLUSION

Nothing in this Agreement shall be construed to create a cause of action in favor of any third parties, it being the express intent not to create any third-party beneficiaries to this Agreement..

Section 18: SEVERABILITY

If any clause or section of the Agreement shall be deemed void or invalid, such a decision shall only apply to that particular section(s) and shall not render the rest of the Agreement invalid. The balance of the Agreement shall remain in force.

Section 19: TERMINATION

Matrix may terminate the Agreement upon five (5) days' written notice if the CLIENT defaults in the payment for the Services or for any other material default by the CLIENT under the Agreement. The CLIENT or Matrix may terminate the Agreement upon fourteen (14) days' written notice for any reason which may arise or for no reason. In the event of such termination of the Agreement for any reason which may arise or for no reason, the termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall affect termination of the cause therefore, the CLIENT shall within thirty (30) calendar days of termination remunerate Matrix for the Services rendered and costs incurred (including all reimbursable costs hereunder), in accordance with Matrix's prevailing rate schedule.

Section 20: GOVERNING LAW AND VENUE

Unless otherwise provided in an addendum, the law of the State of New Jersey will govern the validity of the Agreement, its interpretation and performance, and remedies for any other claims related to the Agreement. Any litigation arising from this Agreement shall be venued in the Superior Court of New Jersey, Morris County.

2022 FEE SCHEDULE

TITLE	HOURLY RATE
Executive Engineer	\$290.00
Principal	\$250.00
Senior Technical Director	\$220.00
Senior Project Manager	\$210.00
Technical Director	\$200.00
Senior Technical Manager	\$190.00
Project Manager	\$180.00
Senior Project Professional	\$170.00
Project Professional	\$160.00
Senior Project Specialist	\$155.00
Project Specialist	\$150.00
Senior Technical Professional	\$140.00
One-Man Robotic Crew	\$130.00
Senior Technical Specialist	\$125.00
Technical Specialist	\$115.00
Senior Data/Field Specialist	\$110.00
Second Survey Crew Member	\$110.00
Data/Field Specialist	\$100.00
Senior Technical Assistant	\$95.00
Technical Assistant	\$90.00
Junior Technical Assistant	\$85.00
Junior Data/Field Technician	\$75.00
Data Entry Specialist	\$65.00

2022 REIMBURSABLE EXPENSES

ITEM	FEE
Black & White Copy 8½ x 11	\$0.20/sheet
Black & White Copy 8½ x 14	\$0.30/sheet
Black & White Copy 11 x 17	\$0.40/sheet
Black & White Copy 18 x 24	\$1.45/sheet
Black & White Copy 24 x 36	\$2.85/sheet
Black & White Copy 30 x 42	\$4.25/sheet
Color Copy 8½ x 11	\$0.40/sheet
Color Copy 11 x 17	\$0.80/sheet
Color Copy 24 x 36	\$27.00/sheet
Color Copy 30 x 42	\$40.00/sheet
Mylar 24 x 36	\$27.00/sheet
Mylar 30 x 42	\$40.00/sheet
CD	\$50.00/disc
Robotic per diem	\$250.00
Scanner per diem	\$400.00
Subconsultants	115% of cost
Out-of-pocket expenses	115% of cost

Additional reimbursables include, but are not limited to, delivery expenses and mileage, charged at Federal prevailing rates.

ATTACHMENT 2
SPECIAL PROVISIONS - LSRP

Special Provisions- Licensed Site Remediation Professional Services

1. Licensed Site Remediation Professionals. In accordance with the Site Remediation Reform Act, NJSA 58:10C-1 et seq ("SRRA") and Executive order #140, the performance of Services contained in this Agreement may require the engagement of a Licensed Site Remediation Professional ("LSRP") registered with the State of New Jersey under NJSA 58:10C-1 et seq, and the regulations effective November 5, 2009 known as Administrative requirements for the Remediation of Contaminated Sites ("ARRCS") as prepared by the New Jersey Department of Environmental Protection ("NJDEP") thereunder (collectively, the "LSRP Program").

The client recognizes and agrees in consideration of this section to the following terms and conditions:

- 1.1 The laws and regulations relating to the LSRP Program imposes upon LSRPs certain professional obligations owed to the public including, in some instances, a duty to disclose the existence of certain environmental contaminants to the NJDEP and/or other regulatory agencies.

If the LSRP's obligations under the LSRP Program conflict in any way the terms and conditions of this Agreement or the wishes or intentions of the Client, the client acknowledges that the LSRP is bound by law to comply with the requirements of the LSRP Program.
- 1.2 The Client recognizes that the LSRP shall be immune from all civil liability resulting from any alleged and/or actual conflict between the Client's interests and the investigatory, reporting and disclosure obligations under the LSRP Program. The Client also agrees to defend, indemnify and hold harmless Matrix New World Engineering, Inc. (Matrix) and its LSRP from and against any claims losses, damages, fines, or administrative, civil, or criminal penalties that arise as a direct or indirect result of the fulfillment of obligations to the LSRP program.
- 1.3 Client acknowledges and agrees to provide Matrix and its LSRP all relevant project information including but not limited to: (a) the date(s) and time(s), to the extent known, on which the Client obtained knowledge of any prior release(s); (b) details about the release(s) and Site-specific conditions; (c) any prior environmental site assessment reports, laboratory analytical reports, and/or other pertinent data, facility surveys, etc. known to the Client; and (d) prior measures taken to address the release(s), all to ensure that professional services, rendered on the Client's behalf by Matrix and its LSRP, to comply with the LSRP Program.
- 1.4 Under the LSRP Program, the LSRP is required to provide professional opinions at various stages if environmental assessment (remediation) permitting remedial action or closure activities. The LSRP shall be entitled to request the performance of such additional tests or other services as are necessary, in their professional judgment, to permit them to provide such opinions.

- 1.5 The Client shall permit Matrix and its LSRP to rely upon work product prepared by any prior environmental consultant in order to allow Matrix and its LSRP to meet their obligations under this Agreement and the LSRP Program.
- 1.6 As part of the LSRP Program, the NJDEP may audit with or without cause, work product developed under the LSRP Program, respectively. If the NJDEP conducts such an audit, the LSRP responses to such requests for information and additional services not included in the current Scope of Services and that Matrix New World shall be compensated therefore on substantially the same basis as it is compensated for Services provided under this Agreement.

LOCATION	Date Collected	MATRIX	SAMPLE DEPTH	ANALYTICAL PARAMETERS	SAMPLING METHOD	Purpose	Lab Job No.	Results Received Date
SOIL								
AOC-2A - 500-gallon Diesel UST and AOC-5B - Acid Neutralization Sump (south)								
I-2	5/10/2022	Soil	0.5-1	VOCs+15, EPH Cat 1 HOLD SPLP VOCs	scoopula & encores	investigation Acid Neutralization Sump (AOC-5B)	JD44655	5/23/2022
			6.5-7 ft bgs	VOCs+15, EPH Cat 1, SPLP TCE, 2-methylnaphthalene, naphthalene		resample I-2 due to high TPH and TCE		5/23/2022
			7.5-8 ft bgs	VOCs+15 HOLD SPLP VOCs		Vertical Delineation of I-2		5/23/2022
AOC2A-1	5/10/2022		6.5-7 ft bgs	VOCs+15, EPH, Cat 1, HOLD SPLP VOCs		Horizontal Delineation of I-2	JD44655	5/23/2022
	7.5-8 ft bgs		VOC	Horizontal Delineation of I-2			5/23/2022 & 6/23/2022	
AOC2A-2	5/10/2022		6.5-7 ft bgs	VOCs+15, EPH, Cat 1 SPLP VOCs		Horizontal Delineation of I-2	JD44655	5/23/2022 & 6/23/2022
	7.5-8 ft bgs		VOC, SPLP VOCs	Horizontal Delineation of I-2			5/23/2022	
AOC2A-3	5/11/2022		6.5-7 ft bgs	VOCs+15, EPH, Cat 1 HOLD SPLP VOCs		Horizontal Delineation of I-2	JD44747	5/23/2022 & 5/27/2022
AOC2A-4	5/10/2022		0.5-1 ft bgs	EPH Cat 1 naphthalene, 2-MN EPH Cat 2, VOC+15, SVOC+15, Metals		investigation Acid Neutralization Sump (AOC-5B)	JD44655	5/23/2022 & 6/23/2022
			6.5-7 ft bgs	VOCs+15, EPH Cat 1 HOLD SPLP VOCs		Horizontal Delineation of I-2		5/23/2022
			7.5-8 ft bgs	VOCs+15, HOLD SPLP VOCs		Horizontal Delineation of I-2		5/23/2022
AOC5B-1	5/10/2022		1-1.5 ft bgs	EPH Cat 2, VOCs+15, SVOCs+15, and Metals, SPLP Lead, Nickel, Silver, Mercury		investigation Acid Neutralization Sump (AOC-5B)	JD44655	5/23/2022 & 6/23/2022
AOC5B-2	5/10/2022		1-1.5 ft bgs	EPH Cat 2, VOCs+15, SVOCs+15, and Metals, SPLP Lead, Nickel, Silver, Mercury	investigation Acid Neutralization Sump (AOC-5B)	JD44655	5/23/2022 & 6/23/2022	
AOC5B-2R	8/16/2022		2-2.5 ft bgs	CVOCs	Encores	Vertical delineation of AOC5B-2	JD50212	8/16/2022
	4.5-5 ft bgs		CVOCS	Vertical Delineation of AOC5B-2		8/16/2022 & 9/6/2022		
AOC5B-4	8/16/2022		1-1.5 ft bgs	CVOCs		Horizontal Delineation of AOC5B-2	JD50212	8/16/2022
AOC5B-5	8/16/2022		1-1.5 ft bgs	CVOCs		Horizontal Delineation of AOC5B-2	JD50136	8/22/2022
AOC2A-5	8/16/2022		0.5-1 ft bgs	CVOCs		Horizontal Delineation of AOC5B-2 and AOC2A-1	JD50136	8/22/2022
			1-1.5 ft bgs	CVOCs		Horizontal Delineation of AOC2A-1		8/22/2022
			6.5-7 ft bgs	CVOCs		Horizontal Delineation of AOC2A-1		8/22/2022
			7.5-8 ft bgs	CVOCs		Horizontal Delineation of AOC2A-1		8/22/2022
AOC2A-6	8/16/2022		0.5-1 ft bgs	CVOCs		Horizontal Delineation of AOC2A-1 and AOC2A-2	JD50136	8/22/2022
			6.5-7 ft bgs	CVOCs		Horizontal Delineation of AOC2A-1 and AOC2A-2		8/22/2022
			7.5-8 ft bgs	CVOCs		Horizontal Delineation of AOC2A-1 and AOC2A-2		8/22/2022
AOC2A-7	8/11/2022		6.5-7 ft bgs	CVOCs		Horizontal Delineation of AOC2A-3	JD49969	8/22/2022
			7.5-8 ft bgs	CVOCs		Horizontal Delineation of AOC2A-3		8/22/2022
AOC2A-8	8/11/2022		0.5-1 ft bgs	CVOCs		Horizontal Delineation of AOC2A-4	JD49969	8/22/2022
			6.5-7 ft bgs	CVOCs		Horizontal Delineation of AOC2A-4		8/22/2022

LOCATION	Date Collected	MATRIX	SAMPLE DEPTH	ANALYTICAL PARAMETERS	SAMPLING METHOD	Purpose	Lab Job No.	Results Received Date
AOC-2B - 500-gallon xylol UST and Associated Pump								
AOC2B-1	5/9/2022	Soil	7.5-8 ft bgs	VOC+15 and EPH Cat 2, SPLP VOCS+15	scoopula & encores	resample I-4 due to high TCE	JD44601	5/23/2022 & 5/31/2022
			13-13.5 ft bgs	VOCS+15		Vertical delineation of I-4		5/23/2022
			saturated sample (no PID Reading)	HOLD - EPH Cat 2 contingent SVOC+15, PCBs, Metals and VOC+15		Vertical delineation of I-4 ON HOLD		Did not analyze
AOC2B-2	5/10/2022		7.5-8 ft bgs	VOC+15 HOLD SPLP VOCS+15		Horizontal Delineation of I-4 and I-3 (1-1.5 ft bgs is for AOC-15E if needed)	JD44661	5/23/2022
			13-13.5 ft bgs	VOC+15 HOLD SPLP VOCS+15				5/23/2022
AOC2B-3	5/10/2022		7.5-8 ft bgs	VOC+15 HOLD SPLP VOCS+15			JD44661	5/23/2022
			13-13.5 ft bgs	VOC+15 HOLD SPLP VOCS+15				5/23/2022
AOC2B-4	Not collected		7.5-8 ft bgs	NA			No recovery from 1 to 10 ft bgs - 3 attempts made - no sample collected	
	5/9/2022		13-13.5 ft bgs	VOC+15 , SPLP VOCS+15			JD44601	5/23/2022 & 5/31/2022
AOC2B-5	5/9/2022		1-1.5 ft bgs	VOC+15, SPLP VOCS+15			JD44601	5/23/2022 & 5/31/2022
			7.5-8 ft bgs	VOC+15 HOLD SPLP VOCS+15				5/23/2022
			13-13.5 ft bgs	VOC+15 HOLD SPLP VOCS+15				5/23/2022
I-3	8/15/2022		1-1.5 ft bgs	CVOCs	Encores	Horizontal Dealint of AOC2B-5	JD50135	8/22/2022
AOC2B-6	8/16/2022		13-13.5 ft bgs	Ethlybenzene		resample to confirm historic sample impacts	8/22/2022	
			1-1.5 ft bgs	CVOCs		Horizontal Delineation of AO2B-5	JD50136	8/22/2022
AOC2B-7	8/16/2022		1-1.5 ft bgs	CVOCs		Horizontal Delineation of AO2B-5	JD50136	8/22/2022
AOC2B-8	8/16/2022		1-1.5 ft bgs	CVOCs		Horizontal Delineation of AO2B-5	JD50136	8/22/2022
AOC2B-4R	8/15/2022		13-13.5 ft bgs	CVOCs		Resample for TCE at 13-13.5 to confirm impacts at depth	JD50134	8/22/2022
			14.5-15 ft bgs	HOLD CVOCs		Vertical Delineation of AOC2B-4R		Did not analyze
AOC2B-9	8/16/2022		13-13.5 ft bgs	CVOCs		Horizontal delineation of AOC2B-4R	JD50136	9/2/2022 & 9/6/2022
AOC2B-3R			1-1.5 ft bgs	CVOCs		Horizonatal Delineation of AOC2B-5		
AOC2B-10			1-1.5 ft bgs	CVOCs		Horizonatal Delineation of AOC2B-5		
			7.5-8 ft bgs	CVOCs		Horizontal Delineation of I-4		
AOC2B-11			1-1.5 ft bgs	CVOCs	Horizonatal Delineation of AOC2B-5			
AOC-2D - 500-gallon leaded Gasoline UST and Associated Pump								
1-13	5/9/2022	Soil	4.5-5 ft bgs	CVOCs HOLD SPLP CVOCs	Encores	Vertical Delineation of I-13	JD44600	5/23/2022
			6-6.5 ft bgs	NA		Vertical Delineation of I-13 - HOLD		Did not analyze
AOC2D-1	5/9/2022		3-3.5 ft bgs	CVOCs HOLD SPLP CVOCs		Horizontal Delineation of I-13	JD44600	5/23/2022
AOC2D-2	5/9/2022		3-3.5 ft bgs	CVOCs HOLD SPLP CVOCs			JD44600	5/23/2022
AOC2D-3	8/16/2022		3-3.5 ft bgs	CVOCs			JD50212	8/16/2022
AOC2D-4	5/9/2022		3-3.5 ft bgs	CVOCs HOLD SPLP CVOCs			JD44600	5/23/2022

LOCATION	Date Collected	MATRIX	SAMPLE DEPTH	ANALYTICAL PARAMETERS	SAMPLING METHOD	Purpose	Lab Job No.	Results Received Date
AOC-3A - Rail Sidings Between Former Buildings 21& 43 and AOC-4 chemical storage								
AOC3A-3R	5/11/2022	Soil	3-3.5 ft bgs	VOCs+15, Lead, & silver HOLD SPLP VOCs+15	Scoopula & encores	Vertical Delineation of AOC3A-3	JD44757	5/24/2022
			5-5.5 ft bgs	NA		Vertical Delineation of AOC3A-3 - HOLD		Did not analyze
			9.5-10 ft bgs	NA				Did not analyze
AOC3A-14	5/11/2022		1-1.5 ft bgs	VOCs+15, Lead, & silver, SPLP Lead, Silver HOLD SPLP VOCs+15		Horizontal Delineation of AOC3A-3	JD44757	5/24/2022 & 6/9/2022
AOC3A-15	5/11/2022		1-1.5 ft bgs	VOCs+15, Lead, & silver HOLD SPLP VOCs+15		Horizontal Delineation of AOC3A-3	JD44757	5/24/2022
AOC3A-16	5/11/2022		1-1.5 ft bgs	VOCs+15, Lead, & silver SPLP Vinyl Chloride		Horizontal Delineation of AOC3A-3 and AOC3A-8	JD44757	5/24/2022 & 6/9/2022
AOC3A-17	5/11/2022		1-1.5 ft bgs	VOCs+15, Arsenic, Lead, Mercury, & silver		Horizontal Delineation of AOC3A-8 and 3A-1	JD44757	5/26/2022 & 6/14/2022
			8.5-9 ft bgs	Antimony, Copper, Silver, Lead, zinc		Horizontal Delineation of 3A-1		5/24/2022
AOC3A-8R	5/11/2022		3-3.5 ft bgs	VOCs+15, Lead, & silver, SPLP Lead, Silver HOLD SPLP VOCs+15		Vertical Delineation of AOC3A-8	JD44757	5/24/2022 & 6/9/2022
			5-5.5 ft bgs	NA		Vertical Delineation of AOC3A-8 - HOLD		Did not analyze
			11-11.5 ft bgs	Antimony, Copper, Lead, Silver, zinc		Vertical Delineation of 3A-1B		5/24/2022
AOC3A-18	5/12/2022		2-2.5 ft bgs	VOCs+15, Lead, & silver HOLD SPLP VOCs+15		Horizontal Delineation of AOC3A-7 & AOC3A-5	JD44836	5/26/2022
			3.5-4 ft bgs	CVOCs, Copper, Lead, Silver HOLD SPLP CVOCs		Horizontal Delineation of 3A-4		5/26/2022
AOC3A-19	5/12/2022		2-2.5 ft bgs	VOCs+15, Lead, & silver HOLD SPLP VOCs+15		Horizontal Delineation of AOC3A-7 & AOC3A-5	JD44836	5/26/2022
AOC3A-20	5/12/2022		1-1.5 ft bgs	PCBs and Silver		Horizontal Delineation of AOC3A-6	JD44836	5/26/2022
			2-2.5 ft bgs	VOCs+15, Lead, & silver SPLP TCE, Lead, Silver		Horizontal Delineation of AOC3A-7 & AOC3A-5		5/26/2022 & 6/13/2022
			3-3.5 ft bgs	Antimony, mercury, & lead SPLP mercury		Horizontal delineation of 10-1		5/26/2022, 6/14/2022, & 6/28/2022
AOC3A-21	5/12/2022		2-2.5 ft bgs	VOCs+15, Lead, & silver HOLD SPLP VOCs+15		Horizontal Delineation of AOC3A-7 & AOC3A-5	JD44836	5/26/2022
			3-3.5 ft bgs	Antimony, mercury, & lead		Horizontal delineation of 10-1		5/26/2022
AOC3A-7R	5/12/2022		3-3.5 ft bgs	VOCs+15, Lead, & silver HOLD SPLP VOCs+15		Vertical Delineation of AOC3A-7 and AOC3A-5	JD44836	5/26/2022
			5-5.5 ft bgs	NA		Vertical Delineation of AOC3A-7 and AOC3A-5 - HOLD		Did not analyze
			7-7.5 ft bgs	NA				Did not analyze
AOC-3A-12R	5/12/2022		3-3.5 ft bgs	PCBs, Lead, & silver SPLP lead & Silver		Vertical Delineation of AOC4-1 and LSN-1 and AOC3A-6 and AOC3A-12	JD44836	5/26/2022
			5-5.5 ft bgs	Lead & Silver		Vertical Delineation of AOC4-1 and LSN-1 and AOC3A-6 and AOC3A-12		6/3/2022
			5.5-6 ft bgs	Silver		Vertical Delineation of AOC4-1 and LSN-1 and AOC3A-6 and AOC3A-12		6/17/2022
AOC3A-24	5/12/2022		1-1.5 ft bgs	PCBs, silver		Horizontal Delineation of AOC4-1 and LSN-1 and AOC3A-6	JD44836	5/26/2022
AOC3A-25	5/12/2022		1-1.5 ft bgs	PCBs, Lead, & silver		Horizontal Delineation of AOC4-1 and LSN-1 and AOC3A-6	JD44836	5/26/2022
			3-3.5 ft bgs	Antimony, mercury, & lead SPLP Lead		Horizontal delineation of 10-1		5/26/2022 & 6/14/2022
AOC3A-26	5/12/2022		3-3.5 ft bgs	Antimony, mercury, & lead SPLP mercury & lead		Horizontal delineation of 10-1	JD44836	5/26/2022, 6/14/2022, & 6/28/2022
10-1R	5/12/2022		5-5.5 ft bgs	Antimony, mercury, & lead SPLP mercury & lead		Vertical delineation of 10-1	JD44836	5/26/2022, 6/14/2022, & 6/28/2022
			6-inchs above water table	NA		HOLD - Vertical delineation of 10-1		Did not analyze
AOC3A-27	5/12/2022		3.5-4 ft bgs	CVOCs, Copper, Lead, Silver HOLD SPLP CVOCs		Horizontal Delineation of 3A-4	JD44836	5/26/2022
AOC3A-28	5/11/2022		1-1.5 ft bgs	CVOCs, Lead, Silver HOLD SPLP CVOCs		Horizontal Delineation of AOC3A-11	JD44836	5/26/2022
			3.5-4 ft bgs	CVOCs, Copper, Lead, Silver HOLD SPLP CVOCs		Horizontal Delineation of 3A-4		5/24/2022

LOCATION	Date Collected	MATRIX	SAMPLE DEPTH	ANALYTICAL PARAMETERS	SAMPLING METHOD	Purpose	Lab Job No.	Results Received Date
AOC-3A - Rail Sidings Between Former Buildings 21& 43 and AOC-4 chemical storage								
AOC3A - 29	5/11/2022	soil	1-1.5	TAL Metals	Scoopula & encores	Horizontal Delineation of 3A-1	JD44757	5/26/2022, 6/14/2022, & 6/28/2022
			8.5-9	TAL Metals				5/24/2022
AOC3A-11R	5/11/2022		2-2.5 ft bgs	CVOCs, Lead, Silver SPLP TCE, lead & silver		Vertical Delineation of AOC3A-11	JD44757	5/24/2022
			5-5.5 ft bgs	NA		HOLD - Vertical delineation of AOC3A-11		Did not analyze
			6-inchs above water table	NA		HOLD - Vertical delineation of AOC3A-11		Did not analyze
AOC3A-17R	8/10/2022		2-2.5 ft bgs	CVOCs		Vertical delineation of AOC3A-17	JD49856	8/22/2022
			3-3.5 ft bgs	TCE				9/6/2022
AOC3A-17W	8/10/2022		1-1.5 ft bgs	CVOCs		Horiontal Delineation of AOC3A-17	JD49856	8/22/2022
AOC3A-17S	8/10/2022		1-1.5 ft bgs	CVOCs		Horizontal Delineation of AOC3A-17	JD49856	8/22/2022
			3.5-4 ft bgs	CVOCs		Horizontal Delineation of 3A-4		8/22/2022
3A-1R	8/10/2022		4.5-5 ft bgs	TAL Metals		vertical delineation of 3A-1	JD49856	8/2/2022 & 9/6/2022
			10-10.5 ft bgs	TAL Metals		vertical delineation of 3A-1		8/2/2022 & 9/6/2022
AOC3A-11E	8/1/2022		1-1.5 ft bgs	CVOCs		Horizontal Delineation of AOC3A-11 and AOC3A-4	JD49964	8/22/2022
SB-17R	8/11/2022		4.5-5 ft bgs	CVOVCs, Lead and Mercury		Vertical delineation of SB-17	JD49964	8/22/2022
			5.5-6 ft bgs	NA		HOLD - Vertical Delineation of SB-17		Did not analyze
SB-17E	8/11/2022		1-1.5 ft bgs	CVOCs and Mercury		Horizontal delineation of TCE and Merucry at 1-1.5	JD49964	8/22/2022
			3-3.5 ft bgs	CVOCs, mercury, lead		Horiozontal delineation of SB-17		8/22/2022
AOC3A-5R	8/10/2022		2-2.5 ft bgs	CVOCs		Vertical delineation of AOC3A-5	JD49856	8/22/2022
			3-3.5 ft bgs	TCE				9/6/2022
10-1R	8/10/2022		4.5-5 ft bgs	CVOCs		Vertical delineation of 10-1	JD49856	8/22/2022
			5.5-6 ft bgs	TCE		HOLD - Vertical Delineation of 10-1		9/6/2022
10-1N	8/10/2022		3-3.5 ft bgs	CVOCs, Mercury, Antimony, SPLP Antimony		Horizontal Delineation of 10-1	JD49856	8/2/2022 & 9/6/2022
10-1E	8/10/2022		3-3.5 ft bgs	CVOCs, Mercury, Antimony		Horizontal Delineation of 10-1	JD49856	8/2/2022 & 9/6/2022
10-1S	8/10/2022		3-3.5 ft bgs	CVOCs, Mercury, Antimony, lead		Horizontal Delineation of 10-1 & AOC3A-25	JD49856	8/2/2022 & 9/6/2022
10-1W	8/10/2022		2-2.5 ft bgs	CVOCs		Horizontal delineation of AOC3A-20/AOC3A-7	JD49856	8/22/2022
			3-3.5 ft bgs	CVOCs, Mercury, Antimony		Horizontal Delineation of 10-1		8/2/2022 & 9/6/2022
AOC3A-20S	8/10/2022		2-2.5 ft bgs	CVOCs		Horizontal delineation of AOC3A-20/AOC3A-7	JD49856	8/22/2022
AOC3A-25R	8/10/2022		4-4.5 ft bgs	Lead		Vertical Delineation of AOC3A-25	JD49856	8/22/2022
			5-5.5 ft bgs	NA		Vertical Delineation of AOC3A-25		Did not analyze
AOC3A-25E	8/11/2022		3-3.5 ft bgs	Lead		Horizontal delineation of AOC3A-25	JD49964	8/22/2022
AOC3A-12N	8/10/2022		3-3.5 ft bgs	Lead and Silver		Horizontal Delineation of AOC3A-12 & AOC3A-25	JD49856	8/22/2022
AOC3A-12E	8/10/2022		3-3.5 ft bgs	Lead, Silver, and SPLP Silver		Horizontal Delineation of AOC3A-12 & AOC3A-25	JD49856	8/22/2022
AOC3A-12W	8/10/2022		3-3.5 ft bgs	Lead and Silver		Horizontal Delineation of AOC3A-12	JD49856	8/22/2022
AOC3A-12S	8/11/2022		3-3.5 ft bgs	Lead and Silver and SPLP Lead & Silver		Horizontal Delineation of AOC3A-12	JD49964	8/22/2022
AOC3A-6R	8/10/2022		2.5-3 ft bgs	PCBS		Vertical Delineation of AOC3A-6	JD49856	9/6/2022
AOC3A-5R			4-4.5 ft bgs	COVCs		Vertical Delineation of AOC3A-5		
			5-5.5 ft bgs	HOLD CVOCs		Vertical Delineation of AOC3A-5		
SB-17E-1			1-1.5 ft bgs	CVOCs and Mercury		Horizontal delineation of SB-17E		
			3-3.5 ft bgs	CVOCs lead		Horiozontal delineation of SB-17E		
10-1S-1			3-3.5 ft bgs	CVOCs		Horizontal Delineation of 10-1S		
			1-1.5 ft bgs	CVOCs		Horizontal Delineation of TCE at 1-1.5		
10-1W-1			2-2.5 ft bgs	CVOCs		Horizontal Delineation of 10-1W		
			1-1.5 ft bgs	CVOCs		Horizontal Delineation of TCE at 1-1.5		
10-1ER			2-2.5 ft bgs	CVOCs		Horizontal Delineation of 10-1W		
			3-3.5 ft bgs	Mercury, Lead, Copper		Horizontal Delineation of SB-17		
SB-17N			8.5-9 ft bgs	TAL Metals		Horizontal Delineation of 3A-1 in the eastern Direction		

Table 3
Sample Inventory
55 Lakeside Avenue
West Orange NJ
NJDEP SRP PI# 027166
Soil

LOCATION	Date Collected	MATRIX	SAMPLE DEPTH	ANALYTICAL PARAMETERS	SAMPLING METHOD	Purpose	Lab Job No.	Results Received Date
AOC-3B - Shipping Shed								
AOC3B-1	5/11/2022	Soil	1-1.5 ft bgs	TAL Metals, SPLP Copper, Lead, Mercury, Nickel, Silver	Scoopula	Horizontal Delineation of 3B-1, 3B-2, LSN-3	JD44746	5/23/2022 & 6/6/2022
AOC3B-2	5/11/2022		1-1.5 ft bgs	TAL Metals		Horizontal Delineation of 3B-1, 3B-2, LSN-3	JD44746	5/23/2022 & 6/6/2022
AOC3B-3	5/11/2022		1-1.5 ft bgs	TAL Metals, SPLP Copper, Lead, Mercury, Nickel, Silver		Horizontal Delineation of 3B-1, 3B-2, LSN-3	JD44746	5/23/2022 & 6/6/2022
AOC3B-4	5/11/2022		1-1.5 ft bgs	TAL Metals, SPLP Copper, Lead, Mercury, Nickel, Silver		Horizontal Delineation of 3B-1, 3B-2, LSN-3	JD44746	5/23/2022 & 6/6/2022
AOC3B-3S	8/11/2022		1-1.5 ft bgs	Lead, SPLP Lead		Horizontal Delineation of AOC3B-3	JD49965	8/11/2022
SB-15R			2-2.5 ft bgs	CVOCs	Encores	Vertical Delineation of SB-15		
			3-3.5 ft bgs	HOLD CVOCs		Hold - Verical Delineation of SB-15		
SB-15E			1-1.5 ft bgs	CVOCs		Horizontal Delineation of SB-15		
			7.5-8 ft bgs	CVOCs		HORIZONTAL DELINEATION OF AOC2A-7 (AOC-2A), if required		
SB-15S			1-1.5 ft bgs	CVOCs		Horizontal Delineation of SB-15		
SB-15W			1-1.5 ft bgs	CVOCs		Horizontal Delineation of SB-15		
AOC-3C - Loading and Unloading Docks								
LSN-10R	5/11/2022	Soil	10.5-11 ft bgs	EPH Cat 2	Scoopula	Resample due to high TPH	JD44748	5/20/2022
AOC3C-1	5/5/2022		0.5-1 ft bgs	Lead and Silver, SPLP Lead and Silver		Horizontal Delineation of LSN-5	JD44303	5/13/2022
AOC3C-2	5/5/2022		0.5-1 ft bgs	Lead and Silver, SPLP Silver		Horizontal Delineation of LSN-5	JD44303	5/13/2022
AOC3C-3	5/5/2022		0.5-1 ft bgs	Lead and Silver, SPLP Lead and Silver		Horizontal Delineation of LSN-5	JD44303	5/13/2022
AOC3C-4	5/5/2022		0.5-1 ft bgs	Lead and Silver, SPLP Lead		Horizontal Delineation of LSN-5	JD44303	5/13/2022
LSN-5R	5/5/2022		2-2.5 ft bgs	Lead and Silver		Vertical Delineation of LSN-5	JD44303	5/13/2022
			5-5.5 ft bgs	NA		HOLD- Vertical Delineation of LSN-5		Did not analyze
AOC-5A - Acid Neutralization Sump (north)								
AOC5A-1	5/6/2022	Soil	1.5-2 ft bgs	EPH Cat 2, VOC+15	scoopula & encores	investigation Acid Neutralization Sump	JD44390	5/13/2022
ACO-6 Roof Leaders								
LSN-7R	8/9/2022	soil	1.5-2 ft bgs	CVOCs	Encores	Vertical delineation of LSN-7	JD49750	8/17/2022
			2.5-3 ft bgs	HOLD CVOCs				Did not analyze
AOC6-1	8/9/2022		0.5-1 ft bgs	CVOCs		Horizontal Delineation of LSN-7	JD49750	8/17/2022
AOC6-2	8/9/2022		0.5-1 ft bgs	CVOCs		Horizontal Delineation of LSN-7	JD49750	8/17/2022
AOC-7 Sanitary Sewer Line and AOC-26 Waste Treatment Areas								
AOC7-1	5/10/2022	Soil	2-2.5 ft bgs	EPH Cat 2, VOCs+15, PAHs, and TAL Metals, SPLP 1,1-DCE & TCE, SPLP Mercury & Nickel	scoopula & encores	Site Investigation	JD44660	5/18/2022 & 6/1/2022
AOC7-2	5/10/2022		2-2.5 ft bgs	EPH Cat 2, VOCs+15, PAHs, and TAL Metals, SPLP 1,1-DCE & TCE, SPLP Nickel, Mercury		Site Investigation	JD44660	5/18/2022 & 6/1/2022
AOC7-3	5/10/2022		2-2.5 ft bgs	EPH Cat 2, VOCs+15, PAHs, and TAL Metals, SPLP Mercury		Site Investigation / make this sample point near SG-1	JD44660	5/18/2022 & 6/1/2022
AOC7-4	5/11/2022		2-2.5 ft bgs	EPH Cat 2, VOCs+15, PAHs, and TAL Metals, SPLP 1,1-DCE & TCE, SPLP Mercury		Site Investigation	JD44749	5/18/2022 & 6/1/2022
AOC7-5	8/11/2022		2-2.5 ft bgs	CVOCs	Encores	Horizontal Delineation of TCE at AOC7-4	JD49968	8/22/2022
AOC7-6	8/11/2022		2-2.5 ft bgs	CVOCs		Horizontal Delineation of TCE at AOC7-4	JD49968	8/22/2022
AOC7-7	8/11/2022		2-2.5 ft bgs	CVOCs		Horizontal Delineation of TCE at AOC7-4	JD49968	8/22/2022
AOC7-8	8/12/2022		2-2.5 ft bgs	CVOCs		Horizontal Delineation of TCE at AOC7-1	JD49965	8/22/2022
AOC7-9	8/12/2022		2-2.5 ft bgs	CVOCs		Horizontal Delineation of TCE at AOC7-1	JD49965	8/22/2022
AOC7-10	8/12/2022		2-2.5 ft bgs	CVOCs		Horizontal Delineation of TCE at AOC7-1	JD49965	8/22/2022
			3-3.5 ft bgs	CVOCs		Vertical Delineation of TCE at AOC7-1	JD49965	8/22/2022
AOC7-1R	8/12/2022		4.5-5 ft bgs	HOLD CVOCs		Vertical Delineation of TCE at AOC7-1		8/22/2022
			3-3.5 ft bgs	CVOCs		Vertical Delineation of TCE at AOC7-4	JD49968	8/22/2022
AOC7-4R	8/11/2022							

LOCATION	Date Collected	MATRIX	SAMPLE DEPTH	ANALYTICAL PARAMETERS	SAMPLING METHOD	Purpose	Lab Job No.	Results Received Date
AOC-9 - Dry Well								
AOC9-1	8/9/2022	Soil	4-4.5 ft bgs	EPH Cat 2 VOC+15 contingent SVOC+15, PCBs, Metals	Encores/Scoopula	investigation of Dry Well	JD49760	8/17/2022
AOC10 - Historic Fill (Lot 17)								
AOC10-14R	8/9/2022	Soil	15.5-16 ft bgs	VOCs+15, PAHs, and TAL Metals (SPLP PAHs and metals)	Scoopula/Encores	Vertical Delineation of AOC10-14	JD49756	8/22/2022
			17-17.5 ft bgs	PAHs and TAL Metals		Vertical Delineation of AOC10-14	JD49756	9/6/2022
AOC10-21			14.5-15 ft bgs	VOCs+15, PAHs, and TAL Metals (HOLD SPLP PAHs and metals)		Horizontal delineation of AOC10-14	JD49756	8/22/2022
AOC10-22			14.5-15 ft bgs	VOCs+15, PAHs, and TAL Metals (HOLD SPLP PAHs and metals)		Horizontal delineation of AOC10-14	JD49756	8/22/2022
AOC10-23			14.5-15 ft bgs	VOCs+15, PAHs, and TAL Metals (HOLD SPLP PAHs and metals)		Horizontal delineation of AOC10-14	JD49756	8/22/2022
AOC10-24			14.5-15 ft bgs	VOCs+15, PAHs, and TAL Metals (HOLD SPLP PAHs and metals)		Horizontal delineation of AOC10-14	JD49756	8/22/2022
SB-1N	8/9/2022		1-1.5 ft bgs	CVOCs, TAL Metals (HOLD SPLP Metals)	Scoopula/Encores	Horizontal delineation of SB-1	JD49745	8/22/2022
			6-6.5 ft bgs	CVOCs, TAL Metals (HOLD SPLP Metals)		Horizontal delineation of SB-1	JD49745	8/22/2022
SB-1E	8/9/2022		1-1.5 ft bgs	CVOCs, TAL Metals (HOLD SPLP Metals)		Horizontal delineation of SB-1	JD49745	8/19/2022
SB-1S	8/9/2022		1-1.5 ft bgs	CVOCs, TAL Metals (HOLD SPLP Metals)		Horizontal delineation of SB-1	JD49745	8/19/2022
SB-1W	8/9/2022		1-1.5 ft bgs	CVOCs, TAL Metals (HOLD SPLP Metals)		Horizontal delineation of SB-1	JD49745	8/19/2022
SB-1R	8/9/2022		4-4.5 ft bgs	CVOCs		Vertical delineation of TCE at SB-1	JD49745	8/22/2022
SB-2R	8/9/2022		2-2.5 ft bgs	Mercury (HOLD SPLP Mercury)	Scoopula	Vertical Delineation of SB-2	JD49745	8/22/2022
	8/9/2022		5.5-6 ft bgs	HOLD Mercury		HOLD Vertical Delineation of SB-2	JD49745	Did not analyze
	SB-2N		0.5-1 ft bgs	TAL Metals (HOLD SPLP METALS)		Horizontal Delineation of SB-2	JD49745	8/22/2022
9.5-10 ft bgs			TAL Metals (HOLD SPLP METALS)	JD49745			8/22/2022	
SB-2E	0.5-1 ft bgs		TAL Metals (HOLD SPLP METALS)	JD49745			8/22/2022	
SB-2S	0.5-1 ft bgs		TAL Metals (HOLD SPLP METALS)	JD49745			8/22/2022	
SB-2W	0.5-1 ft bgs		TAL Metals (HOLD SPLP METALS)	JD49745			8/22/2022	
AOC10-14R			18-18.5 ft bgs	PAHs, and TAL Metals	scoopula & encores	Vertical Delineation of AOC10-14		
			20-20.5 ft bgs	HOLD PAHs and TAL Metals		HOLD - Additional Vertical sample if needed		
AOC10-25			14.5-15 ft bgs	PAHs, and TAL Metals		Horizontal delineation of AOC10-14		
AOC10-26			14.5-15 ft bgs	CVOCs, PAHs, and TAL Metals	scoopula & encores	Horizontal delineation of AOC10-14		
SB-28			1-1.5 ft bgs	CVOCs, mercury		Horizontal delineation of SB-1 (western direction)		
SB-29			0.5-1 ft bgs	TAL Metals		Horizontal delineation of SB-2 (western direction)		
			1-1.5 ft bgs	TAL Metals	Scoopula	Horizontal delineation of SB-1 (eastern direction)		
SB-1R			5.5-6 ft bgs	CVOCs		Vertical delineation of SB-1		
			6.5-7 ft bgs	HOLD CVOCs		HOLD Vertical delineation of SB-1		
SB-2WR			3-3.5 ft bgs	TAL Metals	Scoopula	Vertical delineation of SB-2W		
			5.5-6 ft bgs	HOLD TAL Metals		HOLD Vertical delineation of SB-2W		
AOC-11A - Transformer Pad (West)								
AOC-11A	8/9/2022	Soil	1.5-2 ft bgs	CVOCs	encores	Horizontal Delineation of 11A-1	JD49758	8/17/2022

LOCATION	Date Collected	MATRIX	SAMPLE DEPTH	ANALYTICAL PARAMETERS	SAMPLING METHOD	Purpose	Lab Job No.	Results Received Date
AOC-12A - Former Oil House								
AOC12A-3	5/10/2022	Soil	2-2.5 ft bgs	CVOCs SPLP CVOCs	Encores	Horizontal Delineation of 12A-2	JD44654	5/23/2022
AOC12A-4	5/10/2022		2-2.5 ft bgs	CVOCs SPLP CVOCs		Horizontal Delineation of 12A-2	JD44654	5/23/2022
AOC12A-5	5/10/2022		2-2.5 ft bgs	CVOCs SPLP CVOCs		Horizontal Delineation of 12A-2	JD44654	5/23/2022
AOC12A-6	5/10/2022		2-2.5 ft bgs	CVOCs HOLD SPLP CVOCs		Horizontal Delineation of 12A-2	JD44654	5/23/2022
12A-2R	5/10/2022		3.5-4 ft bgs	CVOCs HOLD SPLP CVOCs		Vertical Delineation of 12A-2	JD44654	5/23/2022
			5-5.5 ft bgs	NA		HOLD - Vertical Delineation of 12A-2		Did not analyze
AOC12A-7	8/16/2022		0.5-1 ft bgs	CVOCs		Horizontal Dealination of AOC27-5	JD50212	8/16/2022
			2-2.5 ft bgs	CVOCs		Horizontal Delineation of AOC12A-4		8/16/2022
AOC12A-8	8/12/2022		0.5-1 ft bgs	CVOCs		Horizontal Dealination of AOC27-5	JD49969	8/22/2022
AOC12A-9	8/12/2022		0.5-1 ft bgs	CVOCs		Horizontal Dealination of AOC27-5	JD49969	8/22/2022
AOC12A-10			0.5-1 ft bgs	CVOCs		Horizontal Dealination of AOC27-5		
AOC-12B - Underground Storage Concrete Container/Vault								
AOC12B-6	5/10/2022	Soil	5.5-6 ft bgs	VOCs+15 HOLD SPLP VOCs+15	Encores	Horizontal Delineation of 12B-1 and AOC12B-5	JD44659	5/23/2022
AOC12B-7	8/11/2022		5.5-6 ft bgs	VOCs+15		Horizontal Delineation of 12B-1	JD49969	8/22/2022
AOC12B-8	5/10/2022		5.5-6 ft bgs	VOCs+15 HOLD SPLP VOCs+15		Horizontal Delineation of 12B-1	JD44659	5/23/2022
12B-1R	5/10/2022		7.5-8 ft bgs			Vertical Delineation of 12B-1	JD44659	5/23/2022
			8.5-9 ft bgs	NA		HOLD - Vertical Delineation of 12B-1		Did not analyze
AOC-15C - Floor Drains								
AOC15C-1	5/6/2022	Soil	1-1.5 ft bgs	VOCs+15, TAL Metals	scoopula & encores	Investigation of Floor Drain	JD44391	5/27/2022
AOC2B-5	5/10/2022		1-1.5 ft bgs	VOCs+15, SPLP TCE		Investigation of Floor Drain	JD44601	5/23/2022
AOC-15D - Former Machine Area								
AOC15D-1	5/6/2022	Soil	1-1.5 ft bgs	CVOCs HOLD SPLP VOCs	Encores	Horizontal Delineation of I-16	JD44389	5/18/2022
AOC15D-2	5/6/2022		1-1.5 ft bgs	CVOCs HOLD SPLP VOCs		Horizontal Delineation of I-16	JD44389	5/18/2022
AOC15D-3	5/6/2022		1-1.5 ft bgs	CVOCs HOLD SPLP VOCs		Horizontal Delineation of I-16	JD44389	5/18/2022
AOC15D-4	5/6/2022		1-1.5 ft bgs	CVOCs HOLD SPLP VOCs		Horizontal Delineation of I-16	JD44389	5/18/2022
I-16R	5/6/2022		2.5-3 ft bgs	CVOCs HOLD SPLP VOCs		Vertical Delineation of I-16	JD44389	5/18/2022
			4.5-5 ft bgs	NA		HOLD - Vertical Delineation of I-16		Did not analyze
AOC-15E - Kimori Press								
AOC15E-1	5/9/2022	Soil	1-1.5 ft bgs	EPH Cat 2 and PAHs, SPLP Benzo(a)anthracene	Scoopula	Horizontal Delineation of I-18	JD44599	5/17/2022
AOC15E-2	5/9/2022		1-1.5 ft bgs	EPH Cat 2 and PAHs, SPLP Benzo(a)anthracene		Horizontal Delineation of I-18	JD44599	5/17/2022
			7.5-8 ft bgs	NA	Horizontal Delineation of I-4 and I-3 if needed		Did not analyze	
			13-13.5 ft bgs	NA			Did not analyze	
AOC15E-3	5/9/2022		1-1.5 ft bgs	EPH Cat 2 and PAHs, SPLP Benzo(a)anthracene	scoopula	Horizontal Delineation of I-18	JD44599	5/17/2022
AOC15E-4	5/9/2022		1-1.5 ft bgs	EPH Cat 2 and PAHs		Horizontal Delineation of I-18	JD44599	5/17/2022
I-18R	8/15/2022		1-1.5 ft bgs	EPH Cat 2		Re-sample due to high TPH	JD50134	8/22/2022
I-18R	5/9/2022		2.5-3 ft bgs	EPH Cat 2 and PAHs		Vertical Delineation of I-18	JD44599	5/17/2022
			4.5-5 ft bgs	NA		HOLD - Vertical Delineation of I-18		Did not analyze

LOCATION	Date Collected	MATRIX	SAMPLE DEPTH	ANALYTICAL PARAMETERS	SAMPLING METHOD	Purpose	Lab Job No.	Results Received Date
AOC-16 - Dumpster Area								
AOC16-1	5/5/2022	Soil	0.5-1 ft bgs	TAL Metals, SPLP Lead, Mercury, Nickel, Silver	scoopula & encores	Horizontal Delineation	JD44305	5/12/2022 & 5/23/2022
			5.5-6 ft bgs	CVOCs HOLD SPLP CVOCs		Horizontal Delineation		5/12/2022 & 5/23/2022
AOC16-2	5/5/2022		0.5-1 ft bgs	TAL Metals, SPLP Lead, Mercury, Nickel, Silver		Horizontal Delineation	JD44305	5/12/2022 & 5/23/2022
			5.5-6 ft bgs	CVOCs, SPLP CVOCs		Horizontal Delineation		5/12/2022 & 5/23/2022
AOC16-3	5/5/2022		0.5-1 ft bgs	TAL Metals, SPLP Nickel		Horizontal Delineation	JD44305	5/12/2022 & 5/23/2022
			5.5-6 ft bgs	CVOCs, SPLP CVOCs		Horizontal Delineation		5/12/2022 & 5/23/2022
AOC16-4	5/5/2022		0.5-1 ft bgs	TAL Metals, SPLP Silver		Horizontal Delineation	JD44305	5/12/2022 & 5/23/2022
			5.5-6 ft bgs	CVOCs HOLD SPLP CVOCs		Horizontal Delineation		5/12/2022 & 5/23/2022
LSN-8R	5/5/2022		5.5-6 ft bgs	PAHs, Metals, SPLP Lead, Mercury		Vertical Delineation	JD44305	5/12/2022 & 5/23/2022
			7.5-8 ft bgs	CVOCs		Vertical Delineation (HOLD) Run TCE		5/12/2022 & 5/23/2022
			10-10.5 ft bgs	NA		Vertical Delineation (HOLD)		Did not analyze
SB-9R	8/12/2022		4.5-5 ft bgs	CVOCs & Mercury		Vertical Delineation of SB-9	JD49967	8/22/2022
			6.5-7 ft bgs	NA		HOLD Vertical Delineation of SB-9		Did not analyze
SB-9N	8/12/2022		2.5-3 ft bgs	CVOCs & Mercury		Horizontal Delineation of SB-9	JD49967	8/22/2022
SB-9E	8/9/2022		2.5-3 ft bgs	CVOCs & Mercury			JD49745	8/19/2022
SB-9S	8/12/2022		2.5-3 ft bgs	CVOCs & Mercury			JD49967	8/22/2022
SB-9W	8/12/2022		2.5-3 ft bgs	CVOCs & Mercury			JD49967	8/22/2022
AOC16-5			5.5-6 ft bgs	CVOCs		Horizontal Delineation of AOC16-2	JD49967	8/22/2022
AOC16-2R			6.5-7 ft bgs	CVOCs		Vertical Delineation of AOC16-2	JD49967	8/22/2022
			7.5-8 ft bgs	HOLD CVOCs		HOLD Vertical Delineation of AOC16-2	JD49967	8/22/2022
AOC-17A - LSN-4 Area								
AOC17A-1	5/5/2022	Soil	0.5-1 ft bgs	TAL Metals, SPLP Lead, Mercury, Nickel, Silver	Scoopula	Horizontal Delineation	JD44301	5/12/2022 & 5/23/2022
AOC17A-2	5/5/2022		0.5-1 ft bgs	TAL Metals, SPLP Lead, Mercury, Nickel, Silver		Horizontal Delineation	JD44301	5/12/2022 & 5/23/2022
AOC17A-4	5/5/2022		0.5-1 ft bgs	TAL Metals, SPLP Lead, Mercury, Nickel, Silver		Horizontal Delineation	JD44301	5/12/2022 & 5/23/2022
AOC-20 - Limited Area of Stained Soil (First Occupational)								
AOC20-7R	5/5/2022	Soil	1-1.5 ft bgs	Lead, SPLP Lead	Scoopula	Horizontal Delineation of AOC20-8	JD44302	5/12/2022
AOC20-10	5/5/2022		1-1.5 ft bgs	Lead		Horizontal Delineation of AOC20-8	JD44302	5/12/2022
AOC20-8R	5/5/2022		2-2.5 ft bgs	Lead, SPLP Lead		Vertical Delineation of AOC20-8	JD44302	5/12/2022
			3-3.5 ft bgs	NA		Vertical Delineation of AOC20-8 (HOLD)		Did not analyze
AOC20-4R	5/5/2022		1-1.5 ft bgs	Lead, SPLP Lead		Horizontal Delineation of AOC20-8	JD44302	5/12/2022
AOC-24 - Hazardous Material Storage and Handling Area								
AOC24-1	8/16/2022	Soil	0.5-1	EPH Cat 2, VOCs+15, SVOCs, and TAL Metals	scoopula & encores	Site Investigation	JD50212	8/16/2022
AOC24-1R	1.5-2 ft bgs		CVOCs & TAL metals	Vertical delineation				
	2.5-3 ft bgs		HOLD CVOCS and Metals	Vertical delienation - HOLD				
AOC24-2			0.5-1	CVOCs & TAL metals		Horizontal Delineation		
AOC24-3			0.5-1	CVOCs & TAL metals		Horizontal Delineation		
AOC24-4			0.5-1	CVOCs & TAL metals		Horizontal Delineation		
SG-6 Location								
SB-SG-1	5/6/2022	Soil	0.5-1	Mercury	scoopula	sample to determine elevated mercury in Sub Slab Sample	JD44392	5/27/2022

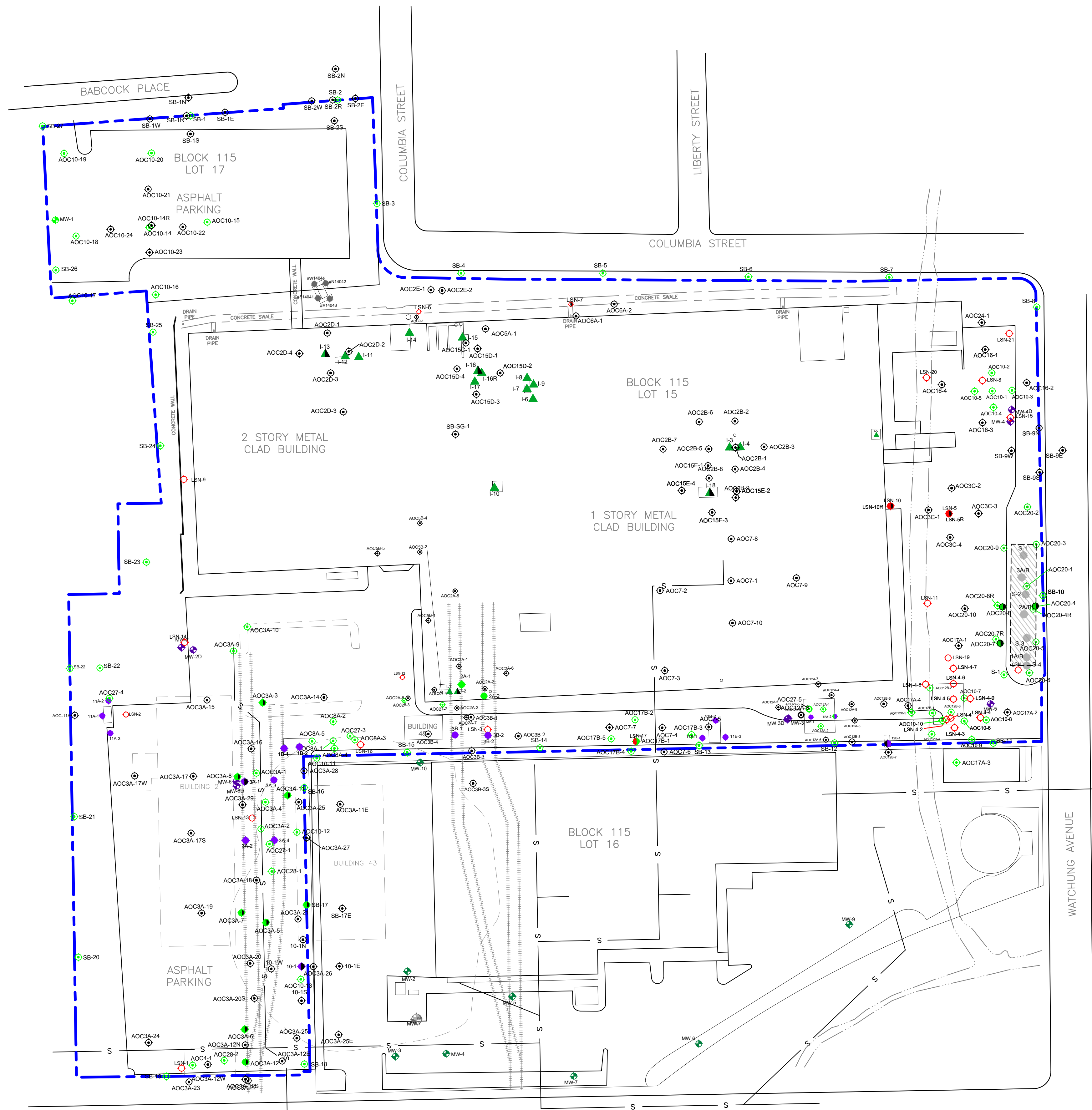
Notes:

TCL = Target Compound List
VOC+15 = Volatile Organic Compounds
CVOCs = Chlorinated Volitale Organic Compounds
TAL = Target Analyte List
EPH, Cat 1 = Extractable Petroleum Hydrocarbons Category 1
EPH, Cat 2 = Extractable Petroleum Hydrocarbons Category 2
TOC = Top of Casing

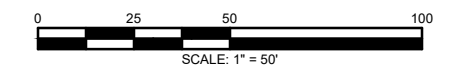
ft, bgs = Feet, Below Ground Surface
SPLP = Synthetic Precipitation Leachate Procedure
PCBs = Polychlorinated Biphenyls
PAHs = Polynuclear Aromatic Hydrocarbons
SIM = Selected Ion Monitoring
NA = Not Analyzed

Not Completed
Completed

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- LEGEND**
- PROPERTY BOUNDARY
 - SITE FEATURES
 - FORMER SITE FEATURES
 - HISTORIC SEWER UTILITY LINE
 - WIGWAM CREEK BOUNDARY
 - FORMER RAIL LINES
 - 55 LAKESIDE AVENUE MONITORING WELL LOCATION
 - 25 LAKESIDE AVENUE MONITORING WELL LOCATION
 - FORMER 25 LAKESIDE AVENUE MONITORING WELL LOCATION
 - 1997 POST-EXCAVATION- SOIL BORING LOCATION
 - 2007 ECI - SOIL BORING LOCATION
 - 2007 ECI / 2022 MATRIX - SOIL BORING LOCATION
 - 2007 ECI / 2020 WOODARD & CURRAN - SOIL BORING LOCATION
 - 2008 ECI - SOIL BORING LOCATION
 - 2008 ECI/2022 MATRIX - SOIL BORING LOCATION
 - 2008 ECI - INDOOR SOIL BORING LOCATION
 - 2008 ECI / 2022 MATRIX INDOOR SOIL BORING LOCATION
 - 2020 WOODARD & CURRAN - SOIL BORING LOCATION
 - 2022 MATRIX - SOIL BORING LOCATION
 - 2022 MATRIX - SOIL BORING LOCATION



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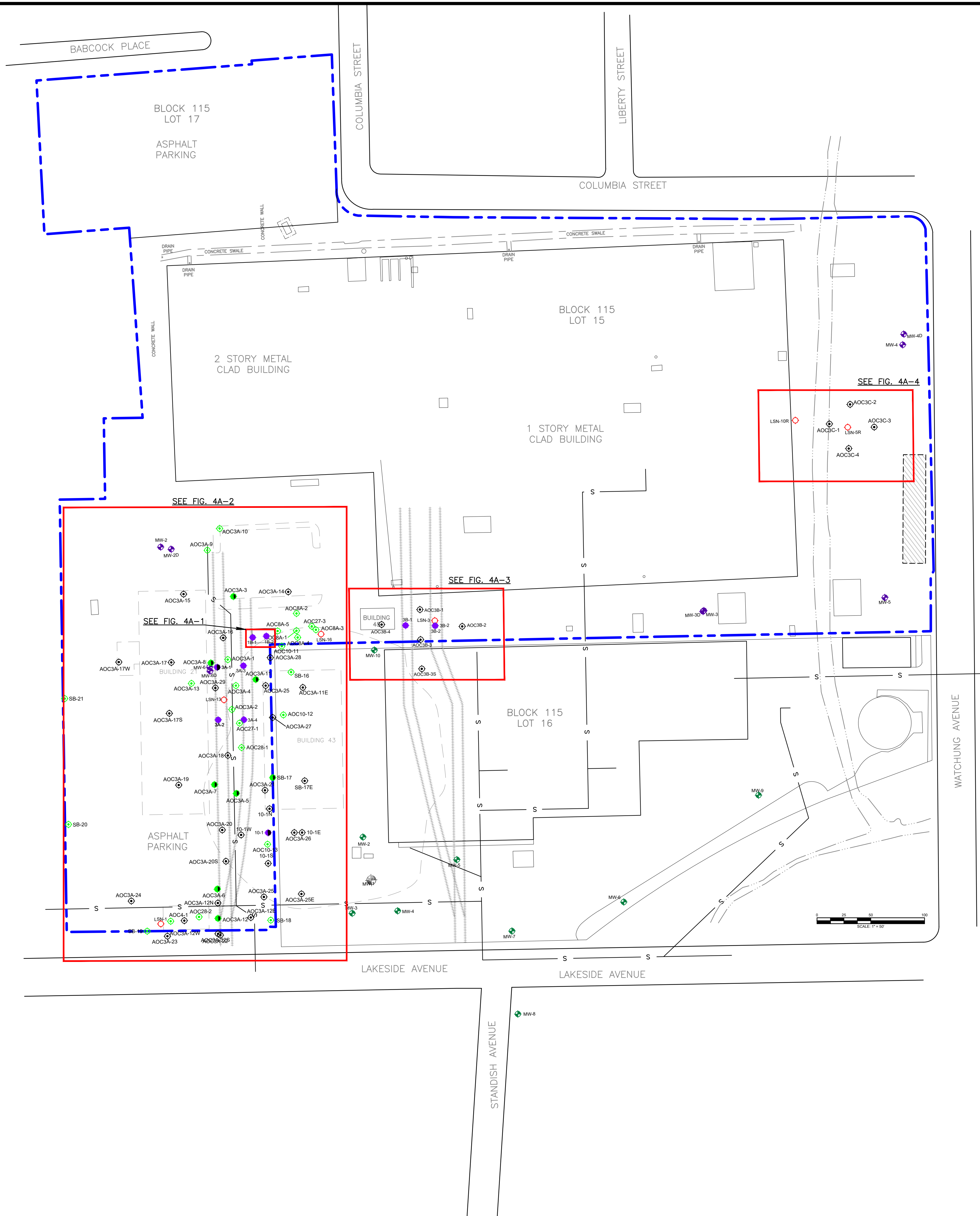
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Engineering Progress
Matrix New World Engineering, Land Surveying
and Landscape Architecture, P.C.
26 Columbia Turnpike
Florham Park, New Jersey 07932
Tel: 973-240-1800
Fax: 973-240-1818
www.mnwe.com
NEW JERSEY CERTIFICATE OF AUTHORIZATION No. 24GA27982300

SOIL BORING LOCATION
FORMER BARTON PRESS NJDEP PI No. 027166
55 LAKESIDE AVENUE
BLOCK 115, LOTS 15 & 17
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

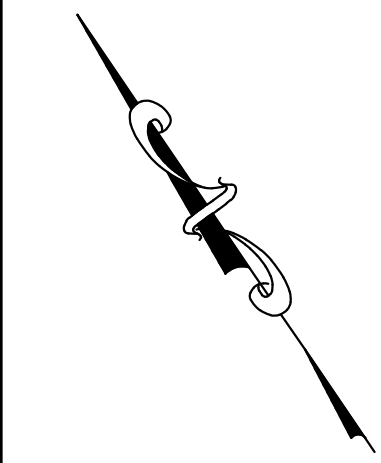
PROJECT NUMBER: 21-1041

DATE: 6/7/2022

SCALE: AS SHOWN



- LEGEND**
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 - FORMER 25 LAKESIDE AVENUE MONITORING WELL LOCATION
 - 2007 ECI - SOIL BORING LOCATION
 - 2008 ECI - SOIL BORING LOCATION
 - 2008 ECI/2022 MATRIX - SOIL BORING LOCATION
 - 2020 WOODARD & CURRAN - SOIL BORING LOCATION
 - 2022 MATRIX - SOIL BORING LOCATION
 - 2022 MATRIX - SOIL BORING LOCATION



DESIGNED BY: MED
REVIEWED BY: AM
RELEASED BY: AM

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Engineering Progress
Matrix New World Engineering, Land Surveying
and Landscape Architecture, P.C.
26 Columbia Turnpike
Florham Park, New Jersey 07932
Certified WBE
NEW JERSEY CERTIFICATE OF AUTHORIZATION No. 24GA27962900
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Fax: 973-240-1818
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SOIL BORING LOCATIONS
AOC-1, AOC-3A&B, AOC-4, AOC-8A, AOC-14
FORMER BARTON PRESS NJDEP PI No. 027166
55 LAKESIDE AVENUE
BLOCK 115, LOTS 15 & 17
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

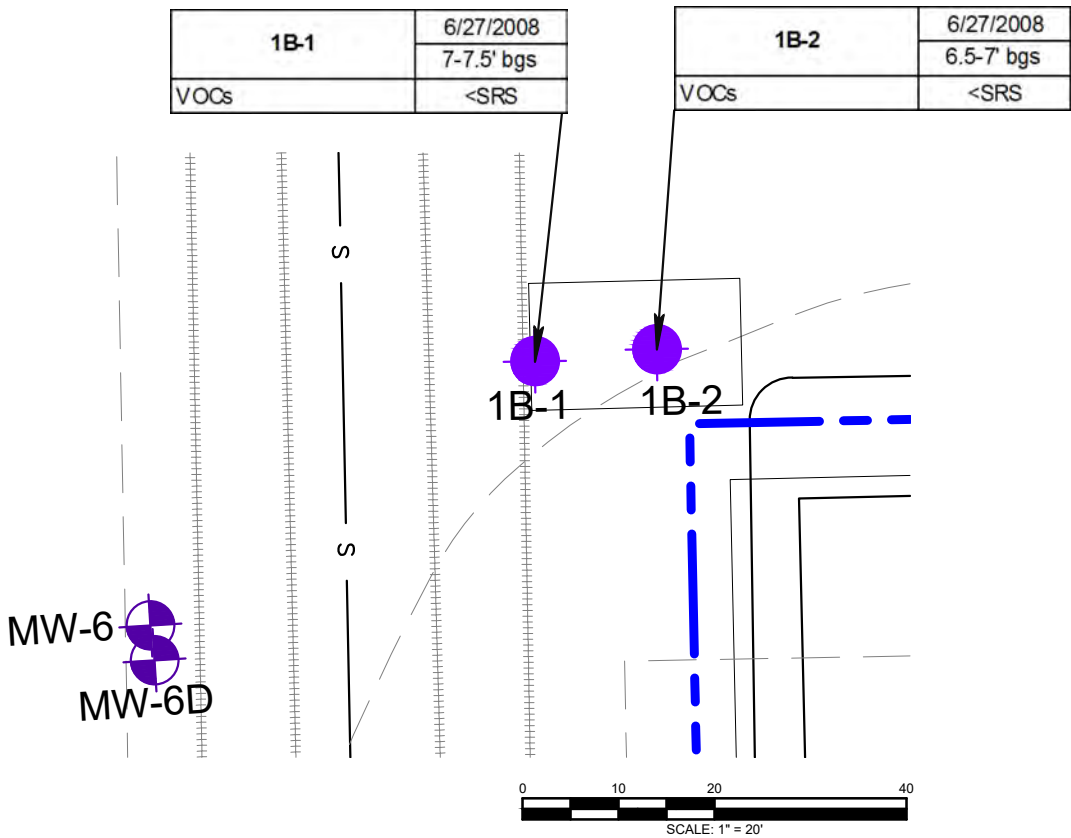
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NOTES:

- ALL ANALYTICAL RESULTS FOR SOIL IN MILLIGRAMS PER KILOGRAMS (mg/kg)
- FT. BGS FEET BELOW GROUND SURFACE
- ALL SAMPLE DEPTHS PRESENTED IN FT. BGS
- <# DENOTES PARAMETER ANALYZED NOT DETECTED AND BELOW THE LABORATORY REPORTING LIMIT (RL)
- SATURATED SOIL BORINGS WERE COMPARED TO NJDEP'S RIDSRS AND RISRS
- UNSATURATED SOIL BORINGS WERE COMPARED TO NJDEP'S MGWSRS
- MGWSRS MIGRATION TO GROUNDWATER EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)
- RIDSRS RESIDENTIAL INGESTION-DERMAL EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)
- RISRS RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)
- NRIDSRS NON-RESIDENTIAL INGESTION-DERMAL EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)
- NRISRS NON-RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

*SEE FIGURE 4A FOR AOC LOCATION

DESIGNED BY: MED

REVIEWED BY: AM

RELEASED BY: AM

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26 Columbia Turnpike
Florham Park, New Jersey 07932
Certified WBE
NEW JERSEY CERTIFICATE OF AUTHORIZATION No. 24GAZ962300

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SOIL ANALYTICAL RESULTS

AOC-1

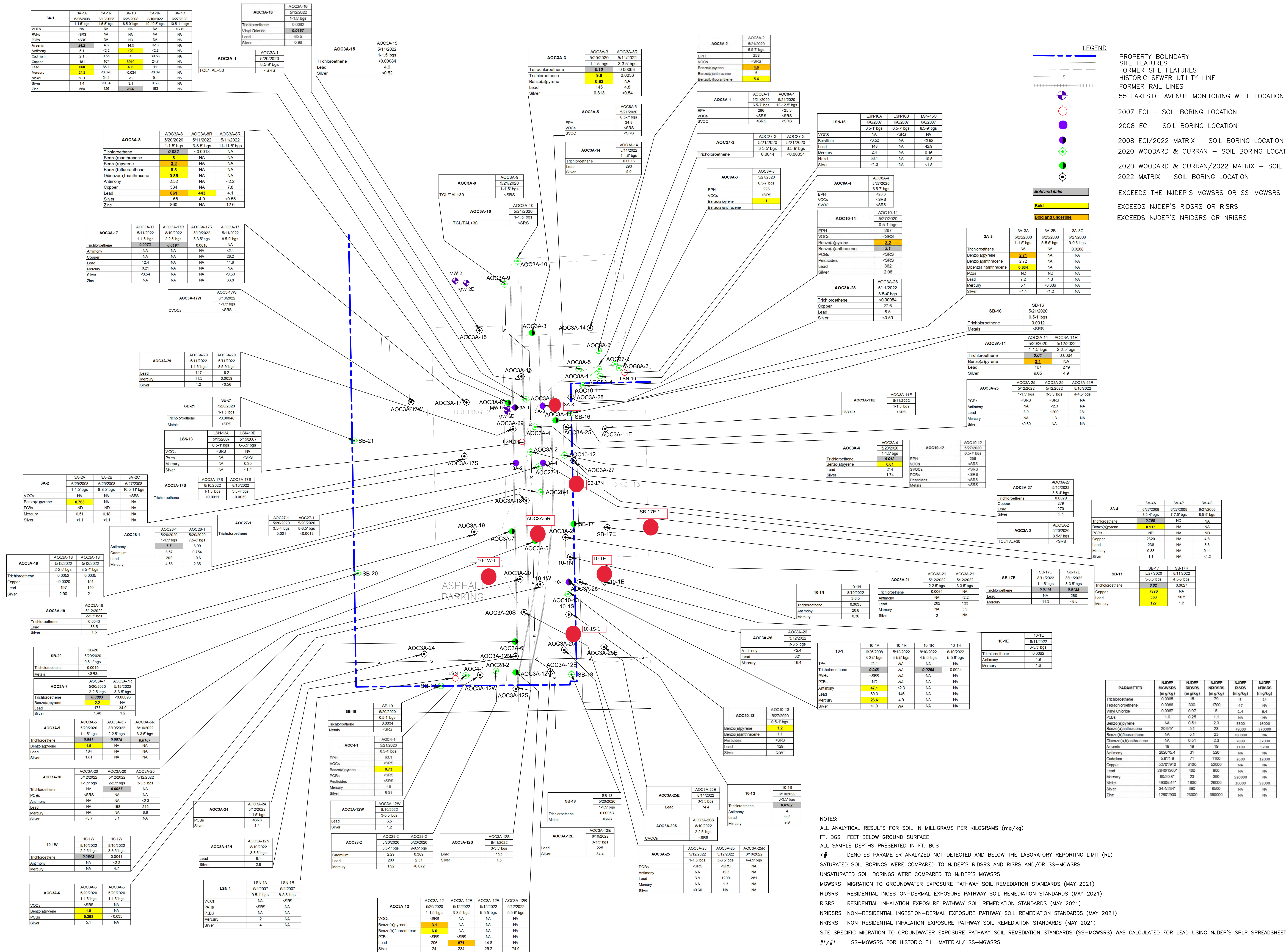
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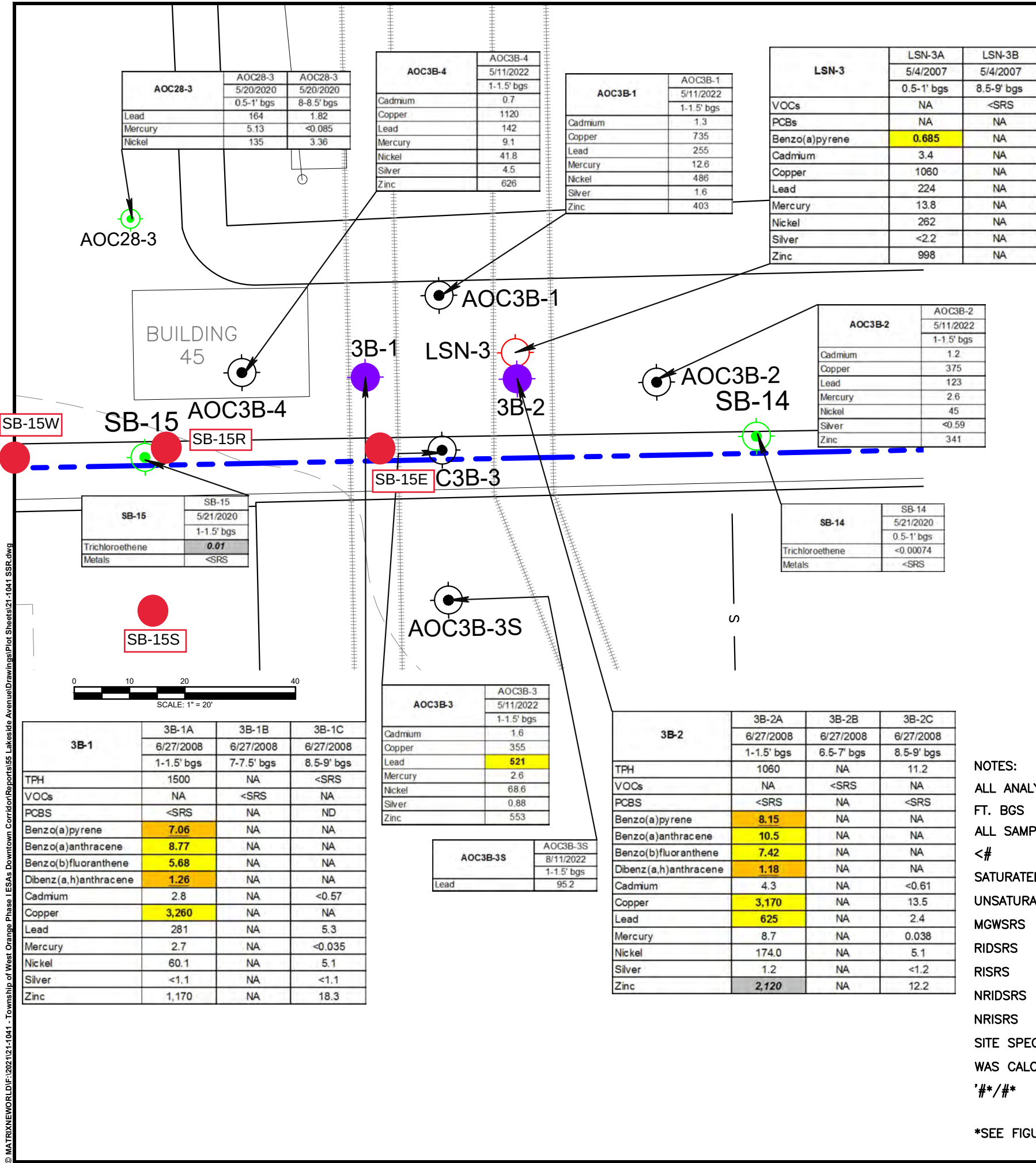
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LEGEND

--- PROPERTY BOUNDARY

--- SITE FEATURES

--- FORMER SITE FEATURES

++++ FORMER RAIL LINES

○ 2007 ECI – SOIL BORING LOCATION

● 2008 ECI – SOIL BORING LOCATION

○ 2020 WOODARD & CURRAN – SOIL BORING LOCATION

○ 2022 MATRIX – SOIL BORING LOCATION

Bold and italic EXCEEDS THE NJDEP’S MGWSRS OR SS–MGWSRS

Bold EXCEEDS NJDEP’S RIDSRs OR RISRS

Bold and underline EXCEEDS NJDEP’S NRIDSRs OR NRISRS

PARAMETER	NJDEP MGWSRS (m g/kg)	NJDEP RIDSRs (m g/kg)	NJDEP NRIDSRs (m g/kg)	NJDEP RISRS (m g/kg)	NJDEP NRISRS (m g/kg)
PCBs	1.6	0.25	1.1	NA	NA
Benzo(a)pyrene	NA	0.51	2.3	3500	16000
Benzo(a)anthracene	20.9/5*	5.1	23	78000	370000
Benzo(b)fluoranthene	NA	5.1	23	780000	NA
Dibenzo(a,h)anthracene	NA	0.51	2.3	7800	37000
Cadmium	5.6*/1.9	71	1100	2600	12000
Copper	5270*/910	3100	52000	NA	NA
Lead	2840/1200*	400	800	NA	NA
Mercury	90/20.8*	23	390	520000	NA
Nickel	4930/544*	1600	26000	20000	93000
Silver	34.4/234*	390	6500	NA	NA
Zinc	1260*/930	23000	390000	NA	NA

NOTES:

ALL ANALYTICAL RESULTS FOR SOIL IN MILLIGRAMS PER KILOGRAMS (mg/kg)

FT. BGS FEET BELOW GROUND SURFACE

ALL SAMPLE DEPTHS PRESENTED IN FT. BGS

<# DENOTES PARAMETER ANALYZED NOT DETECTED AND BELOW THE LABORATORY REPORTING LIMIT (RL)

SATURATED SOIL BORINGS WERE COMPARED TO NJDEP’S RIDSRs AND RISRS

UNSATURATED SOIL BORINGS WERE COMPARED TO NJDEP’S MGWSRS

MGWSRS MIGRATION TO GROUNDWATER EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

RIDSRs RESIDENTIAL INGESTION–DERMAL EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

RISRS RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

NRIDSRs NON–RESIDENTIAL INGESTION–DERMAL EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

NRISRS NON–RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

SITE SPECIFIC MIGRATION TO GROUNDWATER EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (SS–MGWSRS) WAS CALCULATED FOR EACH USING NJDEP’S SPLP SPREADSHEET

#/# SS–MGWSRS FOR HISTORIC FILL MATERIAL/ SS–MGWSRS FOR NATIVE MATERIAL

DESIGNED BY: MED

REVIEWED BY: AM

RELEASED BY: AM

DRAFT

MATRIXNEWORLD
Engineering Progress

Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C.
26 Columbia Turnpike
Florham Park, New Jersey 07932
Tel: 973-240-1800
Fax: 973-240-1818
www.mnw.com

NEW JERSEY CERTIFICATE OF AUTHORIZATION No. 24GAZ962300

SOIL ANALYTICAL RESULTS
AOC-3B

FORMER BARTON PRESS NJDEP PI No. 027166
55 LAKESIDE AVENUE
BLOCK 115, LOTS 15 & 17
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

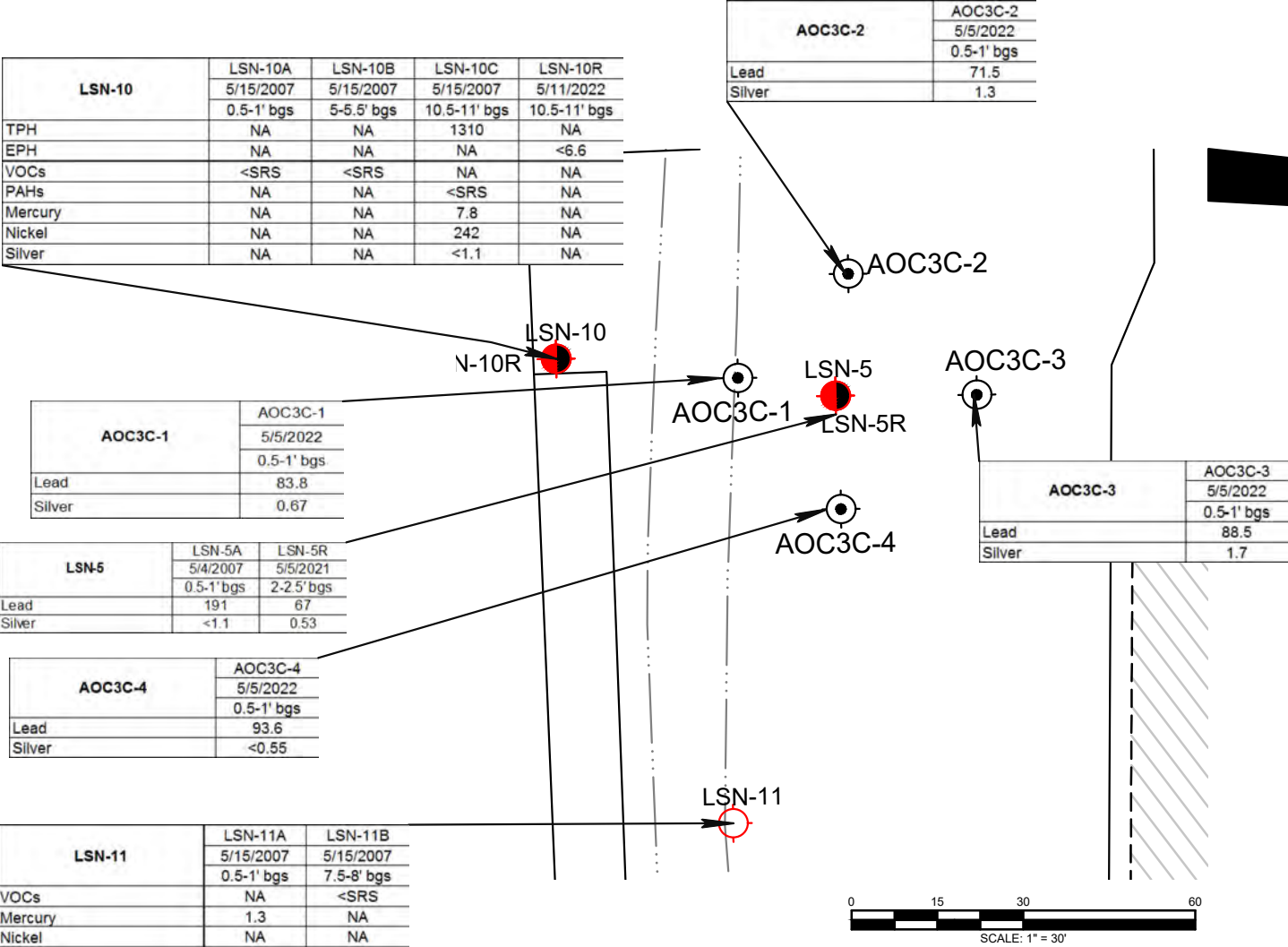
PROJECT NUMBER: 21-1041

SCALE: AS SHOWN

DATE: 6/16/2022

4A-3

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LEGEND

- PROPERTY BOUNDARY
- SITE FEATURES
- S

HISTORIC SEWER UTILITY LINE
- WIGWAM CREEK BOUNDARY
- 2007 ECI SOIL BORING LOCATION
- 2007 ECI / 2022 MATRIX SOIL BORING LOCATION
- 2022 MATRIX SOIL BORING LOCATION

PARAMETER	NJDEP	NJDEP	NJDEP	NJDEP	NJDEP
EPH	NA	5300	75000	NA	NA
Lead	2840/1200*	400	800	NA	NA
Mercury	90/20.8*	23	390	520000	NA
Nickel	4930/544*	1600	26000	20000	93000
Silver	34.4/234*	390	6500	NA	NA

NOTES:

ALL ANALYTICAL RESULTS FOR SOIL IN MILLIGRAMS PER KILOGRAMS (mg/kg)

FT. BGS FEET BELOW GROUND SURFACE

ALL SAMPLE DEPTHS PRESENTED IN FT. BGS

<# DENOTES PARAMETER ANALYZED NOT DETECTED AND BELOW THE LABORATORY REPORTING LIMIT (RL)

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NRISRS NON–RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

SITE SPECIFIC MIGRATION TO GROUNDWATER EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (SS–MGWSRS)

WAS CALCULATED FOR EACH USING NJDEP’S SPLP SPREADSHEET

#/# SS–MGWSRS FOR HISTORIC FILL MATERIAL/ SS–MGWSRS FOR NATIVE MATERIAL

DESIGNED BY:
MED

REVIEWED BY:
AM

RELEASED BY:
AM

DRAFT

MATRIXNEWORLD
Engineering Progress

Matrix New World Engineering, Land Surveying
and Landscape Architecture, P.C.
26 Columbia Turnpike
Florham Park, New Jersey 07932
Tel: 973-240-1800
Fax: 973-240-1818
www.mnwe.com
NEW JERSEY CERTIFICATE OF AUTHORIZATION No. 24CA2796200

SOIL ANALYTICAL RESULTS
AOC-3C & AOC 8B

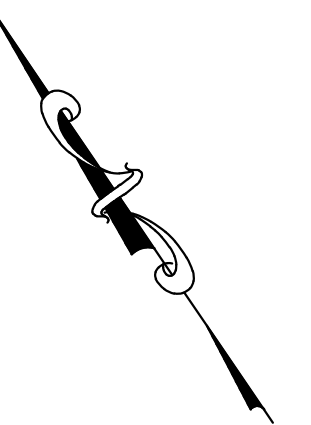
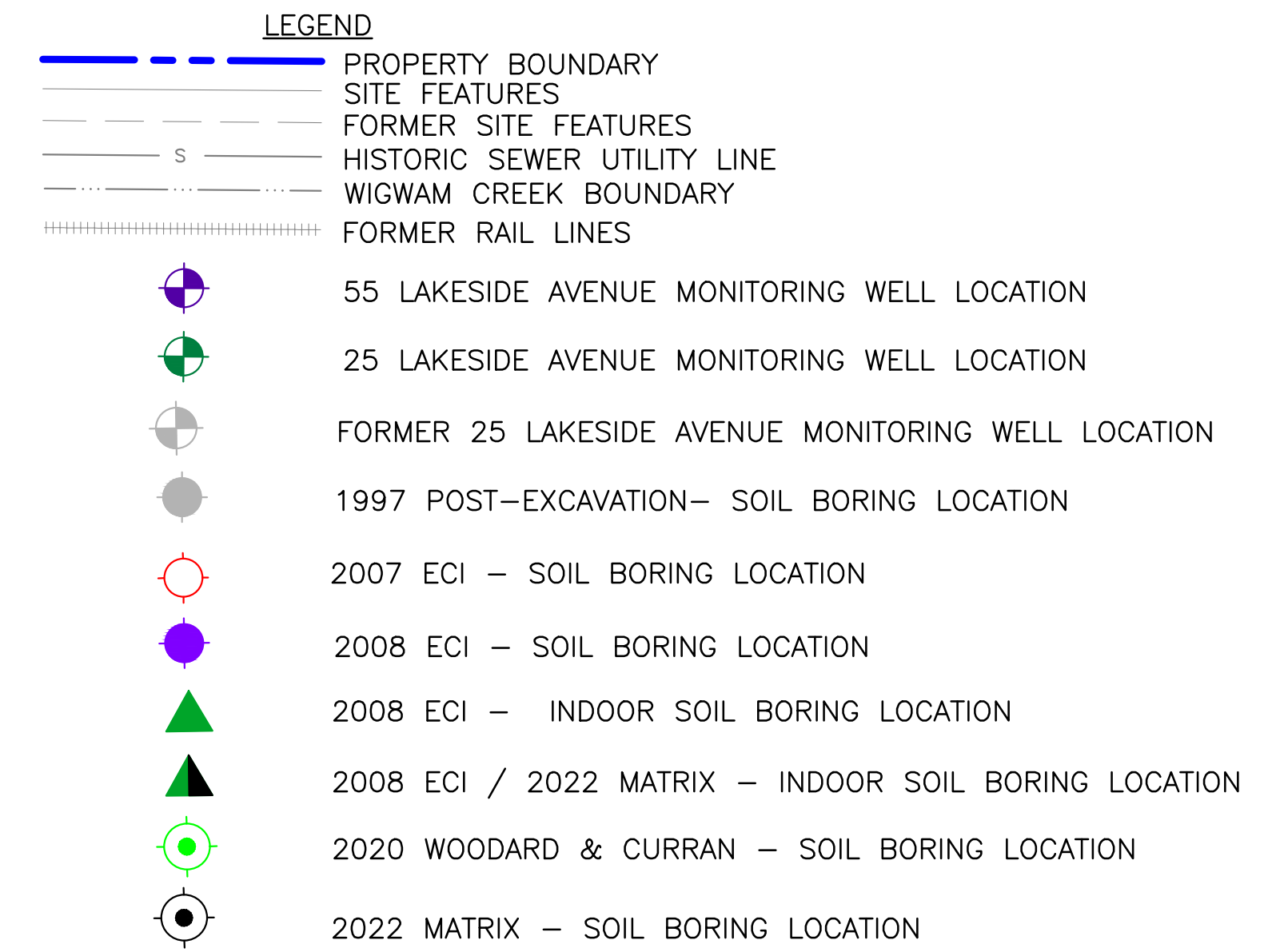
FORMER BARTON PRESS NUDE PI No. 027166
55 LAKESIDE AVENUE
BLOCK 115, LOTS 15 & 17
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

PROJECT NUMBER: 21-1041

SCALE: AS SHOWN

DATE: 6/13/2022

4A-4



DESIGNED BY:	MED
REVIEWED BY:	AM
RELEASED BY:	AOC-2

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Engineering Progress

Matrix New World Engineering, Land Surveying
and Landscape Architecture, P. C.
28 Columbia Turnpike
Florham Park, New Jersey 07932
Certified WBE

Tel: 973-240-1800
Fax: 973-240-1818
www.mnwe.com

NEW JERSEY CERTIFICATE OF AUTHORIZATION No. 24AGC27962300

SOIL BORING LOCATIONS
AOC-2

FORMER BARTON PRESS NUDEP PI No.
55 LAKESIDE AVENUE
BLOCK 115, LOTS 15 & 17
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

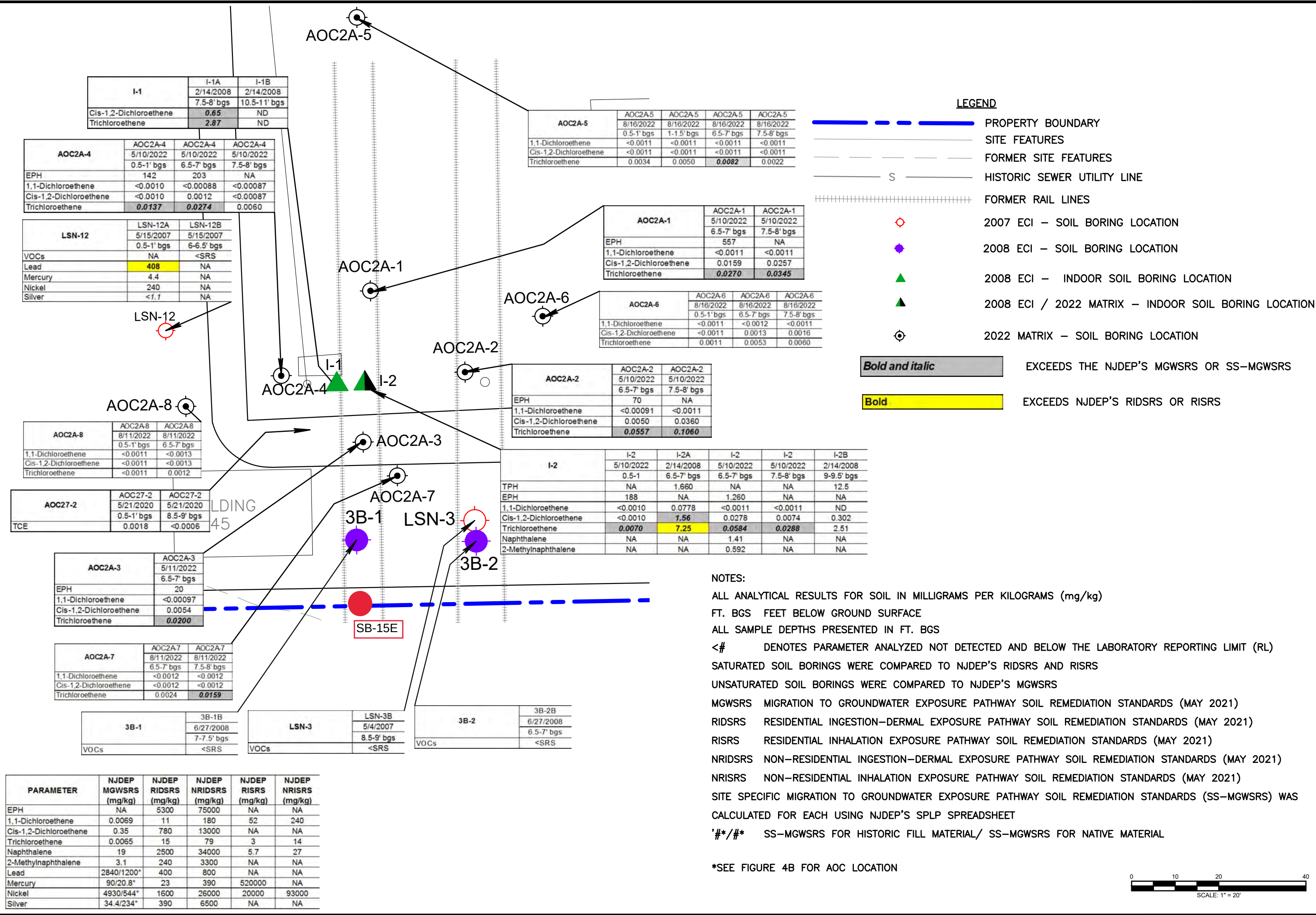
PROJECT NUMBER: 21-1041

DATE: 6/7/2022

SCALE: AS SHOWN

4B

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Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C.
26 Columbia Turnpike
Florham Park, New Jersey 07932
Tel: 973-240-1800
Fax: 973-240-1818
www.mnwe.com
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SOIL ANALYTICAL RESULTS
AOC-2A

FORMER BARTON PRESS NJDEP PI No. 027166
55 LAKESIDE AVENUE
BLOCK 115, LOTS 15 & 17
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

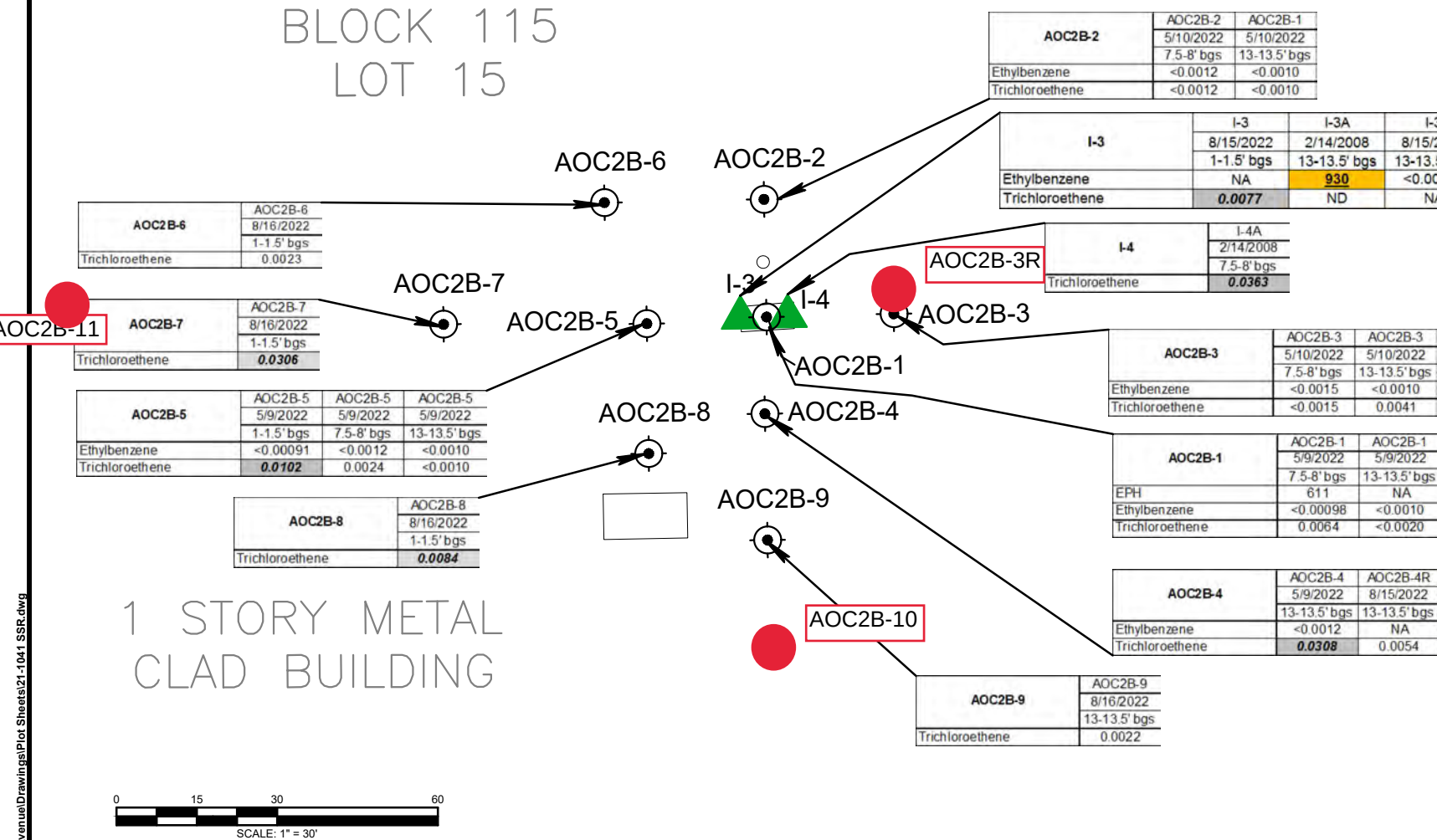
PROJECT NUMBER: 21-1041

SCALE: AS SHOWN

DATE: 6/13/2022

4B-1

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PARAMETER	NJDEP MGWSRS (mg/kg)	NJDEP RIDSRS (mg/kg)	NJDEP NRIDSRS (mg/kg)	NJDEP RISRS (mg/kg)	NJDEP NRISRS (mg/kg)
EPH	NA	5300	75000	NA	NA
Ethylbenzene	15	7800	13000	10	48
Trichloroethene	0.0065	15	79	3	14

NOTES:

ALL ANALYTICAL RESULTS FOR SOIL IN MILLIGRAMS PER KILOGRAMS (mg/kg)

FT. BGS FEET BELOW GROUND SURFACE

ALL SAMPLE DEPTHS PRESENTED IN FT. BGS

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RISRS RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

NRIDSRS NON-RESIDENTIAL INGESTION-DERMAL EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

NRISRS NON-RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

*SEE FIGURE 4B FOR AOC LOCATION

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REVIEWED BY: AM
RELEASED BY: AM

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MATRIXNEWORLD
Engineering Progress
Matrix New World Engineering, Land Surveying
and Landscape Architecture, P.C.
26 Columbia Turnpike
Florham Park, New Jersey 07932
Tel: 973-240-1800
Fax: 973-240-1818
www.mnw.com
NEW JERSEY CERTIFICATE OF AUTHORIZATION No. 24GA2962300

SOIL ANALYTICAL RESULTS
AOC-2B
FORMER BARTON PRESS NJDEP PI No. 027166
55 LAKESIDE AVENUE
BLOCK 115, LOTS 15 & 17
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

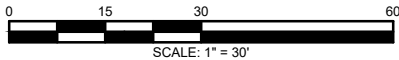
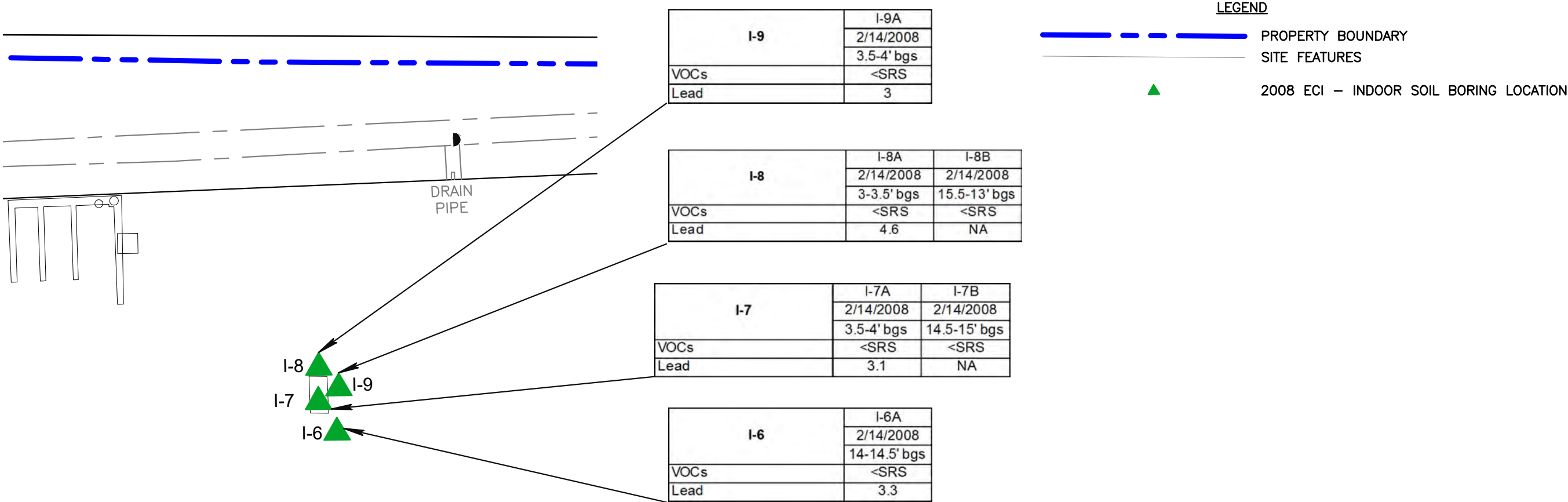
PROJECT NUMBER: 21-1041

SCALE: AS SHOWN

DATE: 6/13/2022

4B-2

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NOTES:

ALL ANALYTICAL RESULTS FOR SOIL IN MILLIGRAMS PER KILOGRAMS (mg/kg)

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NRISRS NON–RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

*SEE FIGURE 4B FOR AOC LOCATION

PARAMETER	NJDEP MGWSRS (mg/kg)	NJDEP RIDSRS (mg/kg)	NJDEP NRIDSRS (mg/kg)	NJDEP RISRS (mg/kg)	NJDEP NRISRS (mg/kg)
Lead	90	400	800	NA	NA

DESIGNED BY: MED
REVIEWED BY: AM
RELEASED BY: AM

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and Landscape Architecture, P.C.
26 Columbia Turnpike
Florham Park, New Jersey 07932
Certified WBE
NEW JERSEY CERTIFICATE OF AUTHORIZATION No. 24GA27962300
Tel: 973-240-1800
Fax: 973-240-1818
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SOIL ANALYTICAL RESULTS
AOC-2C

FORMER BARTON PRESS NJDEP PI No. 027166
55 LAKESIDE AVENUE
BLOCK 115, LOTS 15 & 17
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

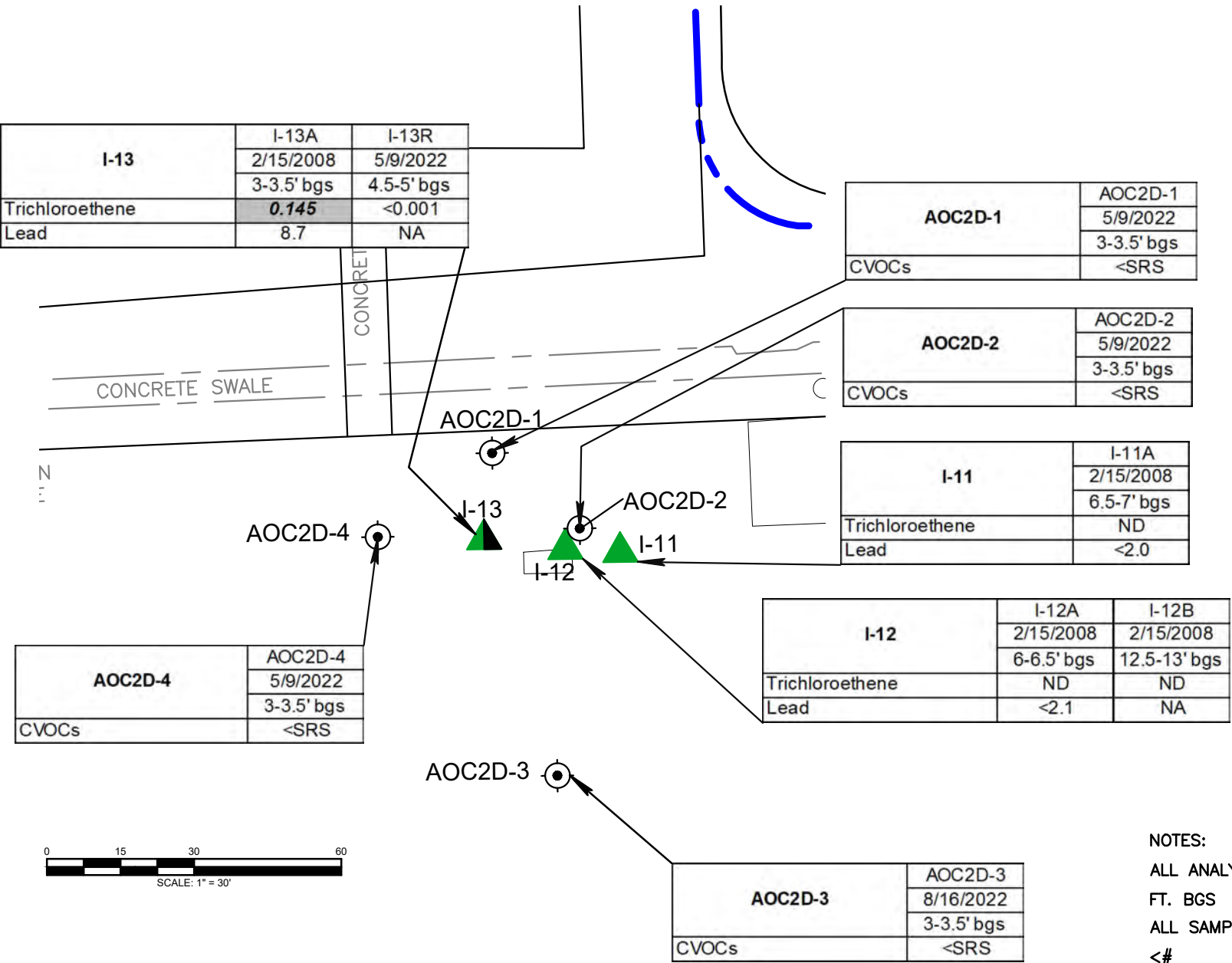
PROJECT NUMBER: 21-1041

SCALE: AS SHOWN

DATE: 6/13/2022

4B-3

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NOTES:

ALL ANALYTICAL RESULTS FOR SOIL IN MILLIGRAMS PER KILOGRAMS (mg/kg)

FT. BGS FEET BELOW GROUND SURFACE

ALL SAMPLE DEPTHS PRESENTED IN FT. BGS

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NRISRS NON–RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

*SEE FIGURE 4B FOR AOC LOCATION

PARAMETER	NJDEP MGWSRS (mg/kg)	NJDEP RIDSRS (mg/kg)	NJDEP NRIDSRS (mg/kg)	NJDEP RISRS (mg/kg)	NJDEP NRISRS (mg/kg)
Trichloroethene	0.0065	15	79	3	14

DESIGNED BY:	MED
REVIEWED BY:	AM
RELEASED BY:	AM

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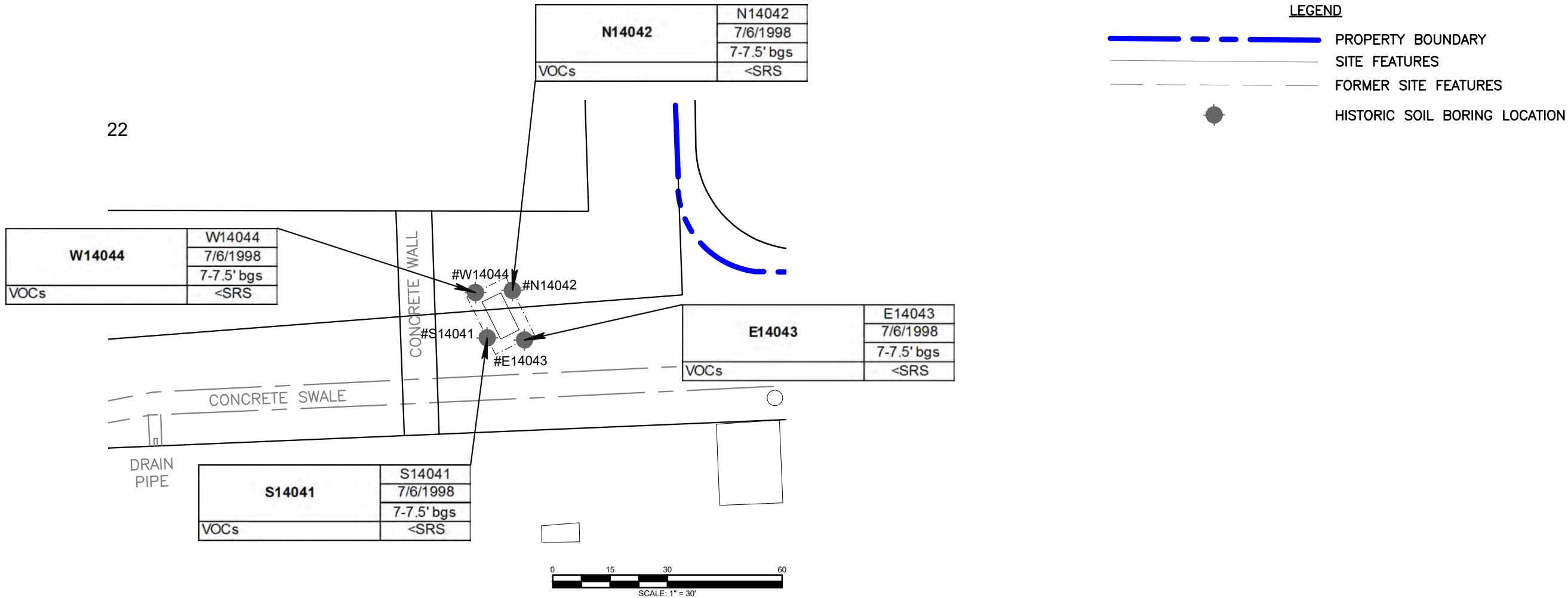
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SOIL ANALYTICAL RESULTS
AOC-2D

FORMER BARTON PRESS NJDEP PI No. 027166
55 LAKESIDE AVENUE
BLOCK 115, LOTS 15 & 17
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

PROJECT NUMBER: 21-1041
SCALE: AS SHOWN
DATE: 6/13/2022

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NOTES:

ALL ANALYTICAL RESULTS FOR SOIL IN MILLIGRAMS PER KILOGRAMS (mg/kg)

FT. BGS FEET BELOW GROUND SURFACE

ALL SAMPLE DEPTHS PRESENTED IN FT. BGS

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NRISRS NON-RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

*SEE FIGURE 4B FOR AOC LOCATION

DESIGNED BY:	MED
REVIEWED BY:	AM
RELEASED BY:	AM

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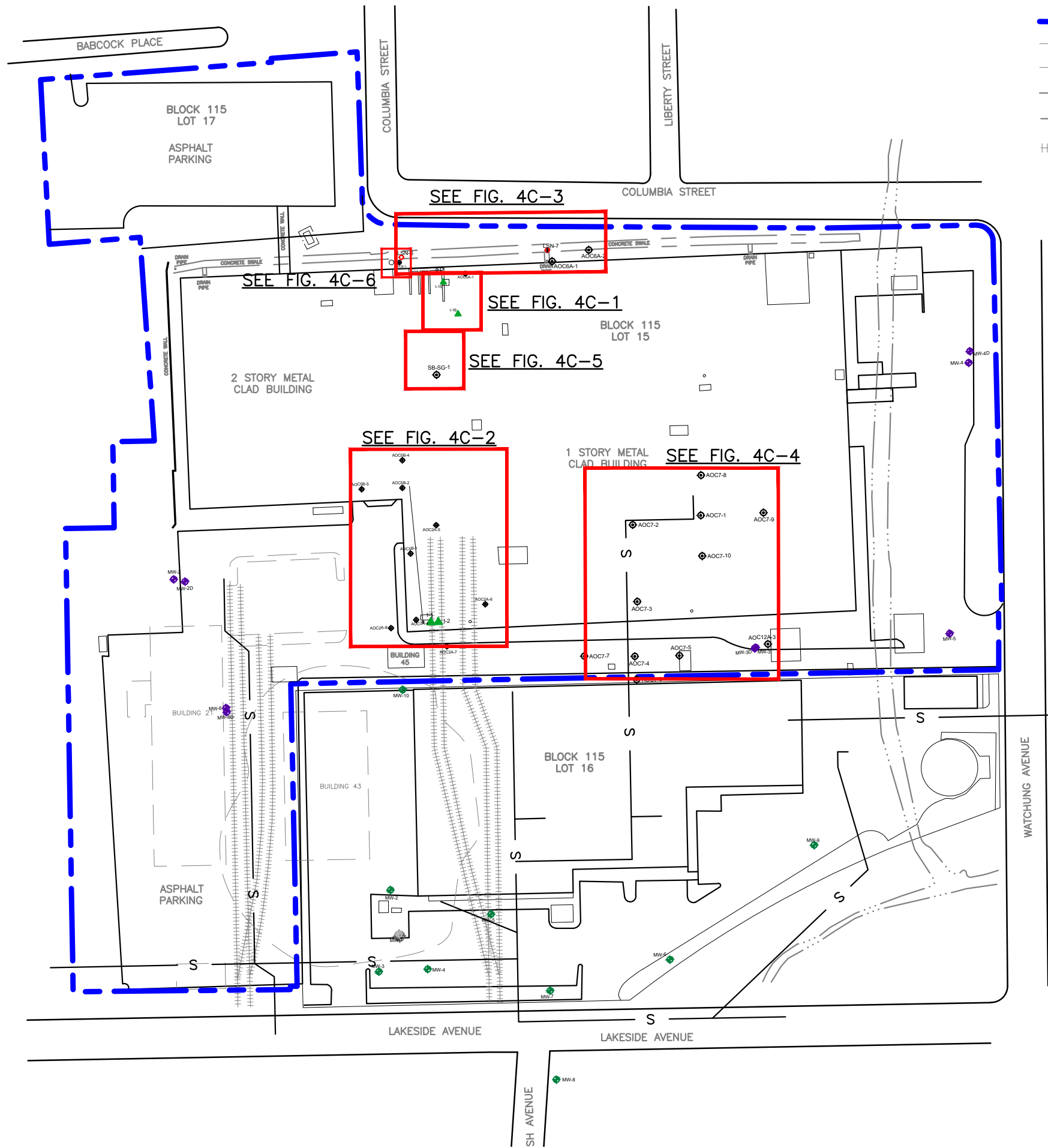
SOIL ANALYTICAL RESULTS
AOC-2E

FORMER BARTON PRESS NJDEP PI No. 027166
55 LAKESIDE AVENUE
BLOCK 115, LOTS 15 & 17
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

PROJECT NUMBER: 21-1041
SCALE: AS SHOWN
DATE: 6/13/2022

4B-5

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LEGEND

- PROPERTY BOUNDARY
- SITE FEATURES
- FORMER SITE FEATURES
- HISTORIC SEWER UTILITY LINE
- WIGWAM CREEK BOUNDARY
- FORMER RAIL LINES
- 55 LAKESIDE AVENUE MONITORING WELL LOCATION
- 25 LAKESIDE AVENUE MONITORING WELL LOCATION
- FORMER 25 LAKESIDE AVENUE MONITORING WELL LOCATION
- 2007 ECI - SOIL BORING LOCATION
- 2008 ECI - INDOOR SOIL BORING LOCATION
- 2022 MATRIX - SOIL BORING LOCATION

DESIGNED BY:	MED
REVIEWED BY:	AM
RELEASED BY:	AM

DRAFT

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Matrix New World Engineering, Land Surveying
and Landscape Architecture, P.C.
26 Columbia Turnpike
Florham Park, New Jersey 07932
Certified WBE
NEW JERSEY CERTIFICATE OF AUTHORIZATION No. 24GAZ962300

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SOIL BORING LOCATIONS
AOC-5, AOC-6, AOC-7, AOC-9 & AOC-28

FORMER BARTON PRESS NJDEP PI No. 027166
55 LAKESIDE AVENUE
BLOCK 115, LOTS 15 & 17
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

PROJECT NUMBER: 21-1041

SCALE: AS SHOWN

DATE: 6/7/2022

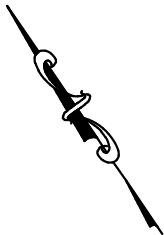
4C



LEGEND

SITE FEATURES

2022 MATRIX – SOIL BORING LOCATION



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and Landscape Architecture, P.C.
28 Columbia Turnpike
Florham Park, New Jersey 07932
Tel: 973-240-1800
Fax: 973-240-1818
www.mnwe.com
Certified WBE
NEW JERSEY CERTIFICATE OF AUTHORIZATION No. 24GAZ7962300

SOIL ANALYTICAL RESULTS

FORMER BARTON PRESS NJDEP PI No. 027166
55 LAKESIDE AVENUE
BLOCK 115, LOTS 15 & 17
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

PROJECT NUMBER: 21-1041

SCALE: AS SHOWN

DATE: 6/13/2022

4C-1

NOTES:

ALL ANALYTICAL RESULTS FOR SOIL IN MILLIGRAMS PER KILOGRAMS (mg/kg)

FT. BGS FEET BELOW GROUND SURFACE

ALL SAMPLE DEPTHS PRESENTED IN FT. BGS

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NRIDSRS NON-RESIDENTIAL INGESTION-DERMAL EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

NRISRS NON-RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

*SEE FIGURE 4C FOR AOC LOCATION

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AOC5B-4	AOC5B-4
	8/16/2022
	1-1.5' bgs
Trichloroethene	0.0062

AOC5B-4

AOC5B-5

AOC5B-5	AOC5B-5
	8/16/2022
	1-1.5' bgs
Trichloroethene	0.0051

AOC5B-1	AOC5B-1
	5/10/2022
	1-1.5' bgs
EPH	590
Trichloroethene	0.0041
Benzo(a)anthracene	1.22
Benzo(a)pyrene	0.963
Antimony	11.1
Lead	122
Mercury	1.4
Nickel	255
Silver	<0.55

AOC5B-2

AOC5B-1

AOC2A-5

AOC5B-2	AOC5B-2	AOC5B-2	AOC5B-2
	5/10/2022	8/16/2022	8/16/2022
EPH	1-1.5' bgs	2-2.5' bgs	4.5-5' bgs
	134	NA	NA
	Trichloroethene	0.028	0.0112
	Benzo(a)anthracene	0.235	NA
	Benzo(a)pyrene	0.262	NA
	Antimony	<2.2	NA
	Lead	98.9	NA
	Mercury	11.2	NA
	Nickel	175	NA
	Silver	0.69	NA

AOC2A-5	AOC2A-5	AOC2A-5
	8/16/2022	8/16/2022
1,1-Dichloroethene	0.5-1' bgs	1-1.5' bgs
	<0.0011	<0.0011
	Cis-1,2-Dichloroethene	<0.0011
	Trichloroethene	0.0034

AOC2A-6	AOC2A-6
	8/16/2022
1,1-Dichloroethene	0.5-1' bgs
	<0.0011
	Cis-1,2-Dichloroethene
Trichloroethene	<0.0011
	0.0011

AOC2A-4	AOC2A-4	AOC2A-4	AOC2A-4
	5/10/2022	5/10/2022	5/10/2022
EPH	0.5-1' bgs	6.5-7' bgs	7.5-8' bgs
	142	203	NA
	Trichloroethene	0.0137	0.0274
	Benzo(a)anthracene	0.569	NA
	Benzo(a)pyrene	0.508	NA
	Antimony	<2.0	NA
	Lead	111	NA
	Mercury	20.8	NA
	Nickel	544	NA
	Silver	0.59	NA

AOC27-2	AOC27-2
	5/21/2020
TCE	0.5-1' bgs
	0.0018

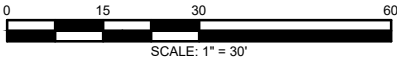
LEGEND

- PROPERTY BOUNDARY
- SITE FEATURES
- FORMER SITE FEATURES
- HISTORIC SEWER UTILITY LINE
- FORMER RAIL LINES
- 2020 WOODARD & CURRAN SOIL BORING LOCATION
- 2022 MATRIX – SOIL BORING LOCATION
- EXCEEDS THE NJDEP'S MGWSRS OR SS-MGWSRS
- EXCEEDS NJDEP'S RIDSRs OR RISRS

AOC2A-8	AOC2A-8
	8/11/2022
1,1-Dichloroethene	0.5-1' bgs
	<0.0011
	Cis-1,2-Dichloroethene
	<0.0011
Trichloroethene	<0.0011

AOC2A-8

AOC28-3

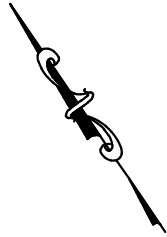


PARAMETER	NJDEP MGWSRS (mg/kg)	NJDEP RIDSRs (mg/kg)	NJDEP NRIDSRs (mg/kg)	NJDEP RISRS (mg/kg)	NJDEP NRISRS (mg/kg)
EPH	NA	5300	75000	NA	NA
1,1-Dichloroethene	0.0069	11	180	52	240
Cis-1,2-Dichloroethene	0.35	780	13000	NA	NA
Trichloroethene	0.0065	15	79	3	14
Naphthalene	19	2500	34000	5.7	27
2-Methylnaphthalene	3.1	240	3300	NA	NA
Lead	2840/1200	400	800	NA	NA
Mercury	90/20.8*	23	390	520000	NA
Nickel	4930/544*	1600	26000	20000	93000
Silver	34.4/234*	390	6500	NA	NA

NOTES:

- ALL ANALYTICAL RESULTS FOR SOIL IN MILLIGRAMS PER KILOGRAMS (mg/kg)
- FT. BGS FEET BELOW GROUND SURFACE
- ALL SAMPLE DEPTHS PRESENTED IN FT. BGS
- <# DENOTES PARAMETER ANALYZED NOT DETECTED AND BELOW THE LABORATORY REPORTING LIMIT (RL)
- SATURATED SOIL BORINGS WERE COMPARED TO NJDEP'S RIDSRs AND RISRS
- UNSATURATED SOIL BORINGS WERE COMPARED TO NJDEP'S MGWSRS
- MGWSRS MIGRATION TO GROUNDWATER EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)
- RIDSRs RESIDENTIAL INGESTION–DERMAL EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)
- RISRS RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)
- NRIDSRs NON–RESIDENTIAL INGESTION–DERMAL EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)
- NRISRS NON–RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)
- SITE SPECIFIC MIGRATION TO GROUNDWATER EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (SS–MGWSRS) WAS CALCULATED FOR EACH USING NJDEP'S SPLP SPREADSHEET
- '#*/#* SS–MGWSRS FOR HISTORIC FILL MATERIAL/ SS–MGWSRS FOR NATIVE MATERIAL

*SEE FIGURE 4C FOR AOC LOCATION



DESIGNED BY:	MED
REVIEWED BY:	AM
RELEASED BY:	AM

DRAFT

MATRIXNEWORLD
Engineering Progress

Matrix New World Engineering, Land Surveying
and Landscape Architecture, P.C.
26 Columbia Turnpike
Florham Park, New Jersey 07932
Certified WBE
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Tel: 973-240-1800
Fax: 973-240-1818
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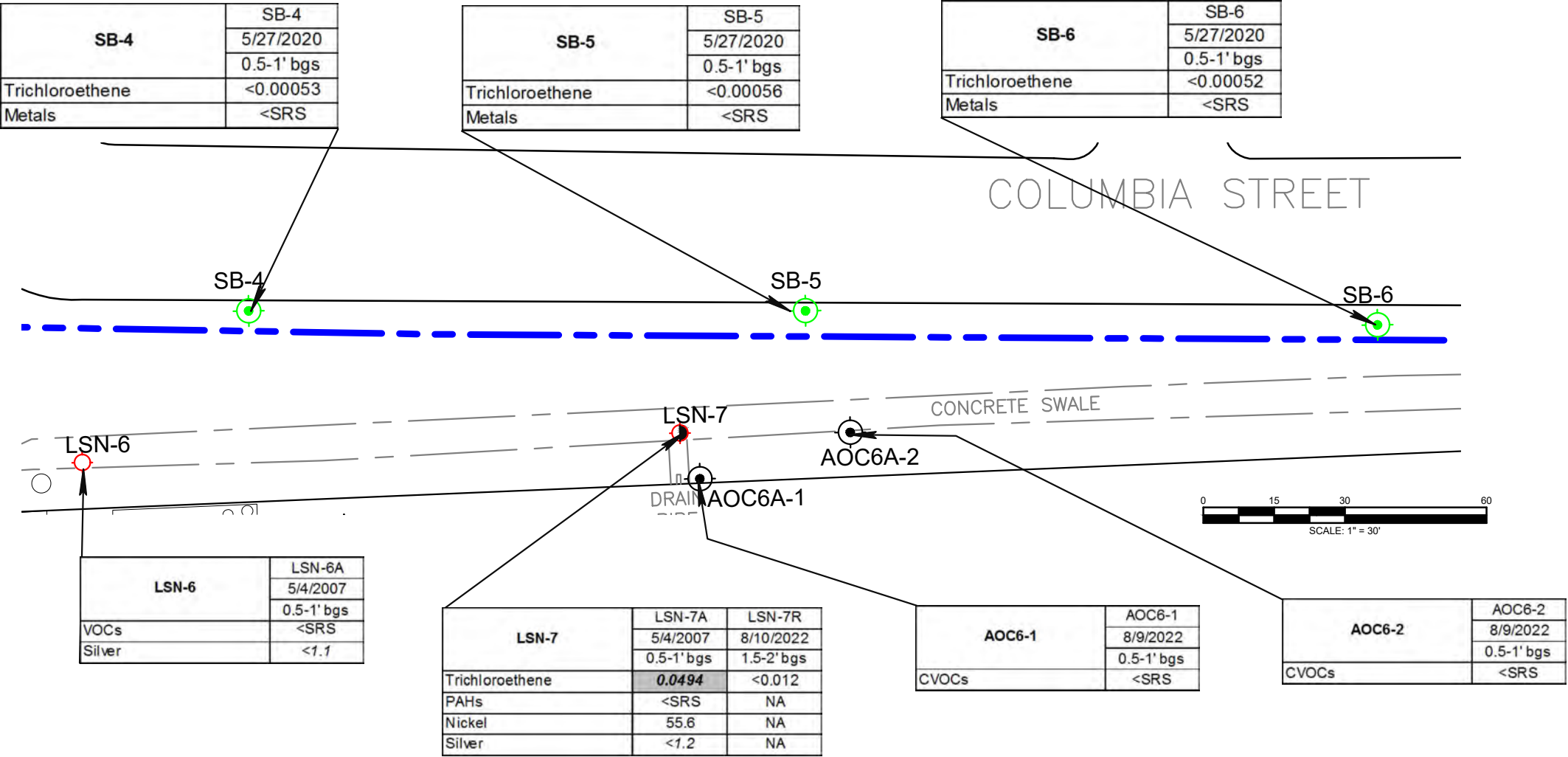
SOIL ANALYTICAL RESULTS
AOC-5B

FORMER BARTON PRESS NJDEP PI No. 027166
55 LAKESIDE AVENUE
BLOCK 115, LOTS 15 & 17
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

PROJECT NUMBER: 21-1041
SCALE: AS SHOWN
DATE: 6/13/2022

4C-2

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PARAMETER	NJDEP MGWSRS (mg/kg)	NJDEP RIDSRS (mg/kg)	NJDEP NRIDSRS (mg/kg)	NJDEP RISRS (mg/kg)	NJDEP NRISRS (mg/kg)
Trichloroethene	0.0065	15	79	3	14
Nickel	4930/544*	1600	26000	20000	93000
Silver	34.4/234*	390	6500	NA	NA

NOTES:

ALL ANALYTICAL RESULTS FOR SOIL IN MILLIGRAMS PER KILOGRAMS (mg/kg)

FT. BGS FEET BELOW GROUND SURFACE

ALL SAMPLE DEPTHS PRESENTED IN FT. BGS

<# DENOTES PARAMETER ANALYZED NOT DETECTED AND BELOW THE LABORATORY REPORTING LIMIT (RL)

SATURATED SOIL BORINGS WERE COMPARED TO NJDEP'S RIDSRs AND RISRS

UNSATURATED SOIL BORINGS WERE COMPARED TO NJDEP'S MGWSRS

MGWSRS MIGRATION TO GROUNDWATER EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

RIDSRS RESIDENTIAL INGESTION–DERMAL EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

RISRS RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

NRIDSRS NON–RESIDENTIAL INGESTION–DERMAL EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

NRISRS NON–RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS

SITE SPECIFIC MIGRATION TO GROUNDWATER EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (SS–MGWSRS) WAS CALCULATED FOR EACH USING NJDEP'S SPLP SPREADSHEET

'#*/#* SS–MGWSRS FOR HISTORIC FILL MATERIAL/ SS–MGWSRS FOP NATIVE MATERIAL

*SEE FIGURE 4C FOR AOC LOCATION

DESIGNED BY: MED
REVIEWED BY: AM
RELEASED BY: AM

DRAFT

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Fax: 973-240-1818
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SOIL ANALYTICAL RESULTS
AOC-6

FORMER BARTON PRESS NJDEP PI No. 027166
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BLOCK 115, LOTS 15 & 17
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

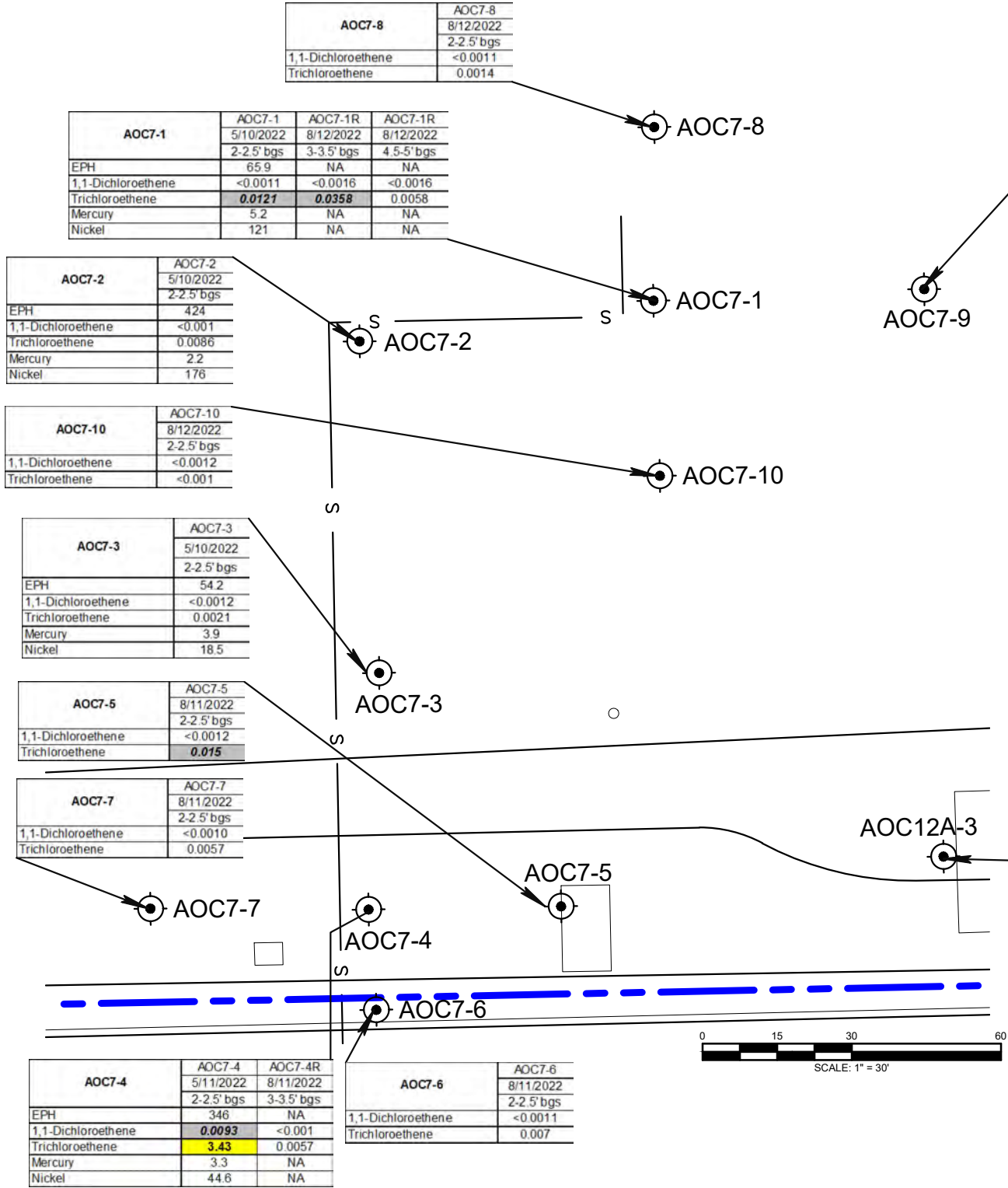
PROJECT NUMBER: 21-1041

SCALE: AS SHOWN

DATE: 6/13/2022

4C-3

PARAMETER	NJDEP MGWSRS (mg/kg)	NJDEP RIDSRS (mg/kg)	NJDEP NRIDSRS (mg/kg)	NJDEP RISRS (mg/kg)	NJDEP NRISRS (mg/kg)
EPH	NA	5300	75000	NA	NA
1,1-Dichloroethene	0.0069	11	180	52	240
Trichloroethene	0.0086*	15	79	3	14
Mercury	90/20.8*	23	390	520000	NA
Nickel	4930/544*	1600	26000	20000	93000



NOTES:

ALL ANALYTICAL RESULTS FOR SOIL IN MILLIGRAMS PER KILOGRAMS (mg/kg)

FT. BGS FEET BELOW GROUND SURFACE

ALL SAMPLE DEPTHS PRESENTED IN FT. BGS

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RIDSRS RESIDENTIAL INGESTION-DETMAL EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

RISRS RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

NRIDSRS NON-RESIDENTIAL INGESTION-DETMAL EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

NRISRS NON-RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

SITE SPECIFIC MIGRATION TO GROUNDWATER EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (SS-MGWSRS) WAS CALCULATED FOR EACH USING NJDEP'S SPLP SPREADSHEET

'#*/*# SS-MGWSRS FOR HISTORIC FILL MATERIAL/ SS-MGWSRS FOR NATIVE MATERIAL

*SEE FIGURE 4C FOR AOC LOCATION

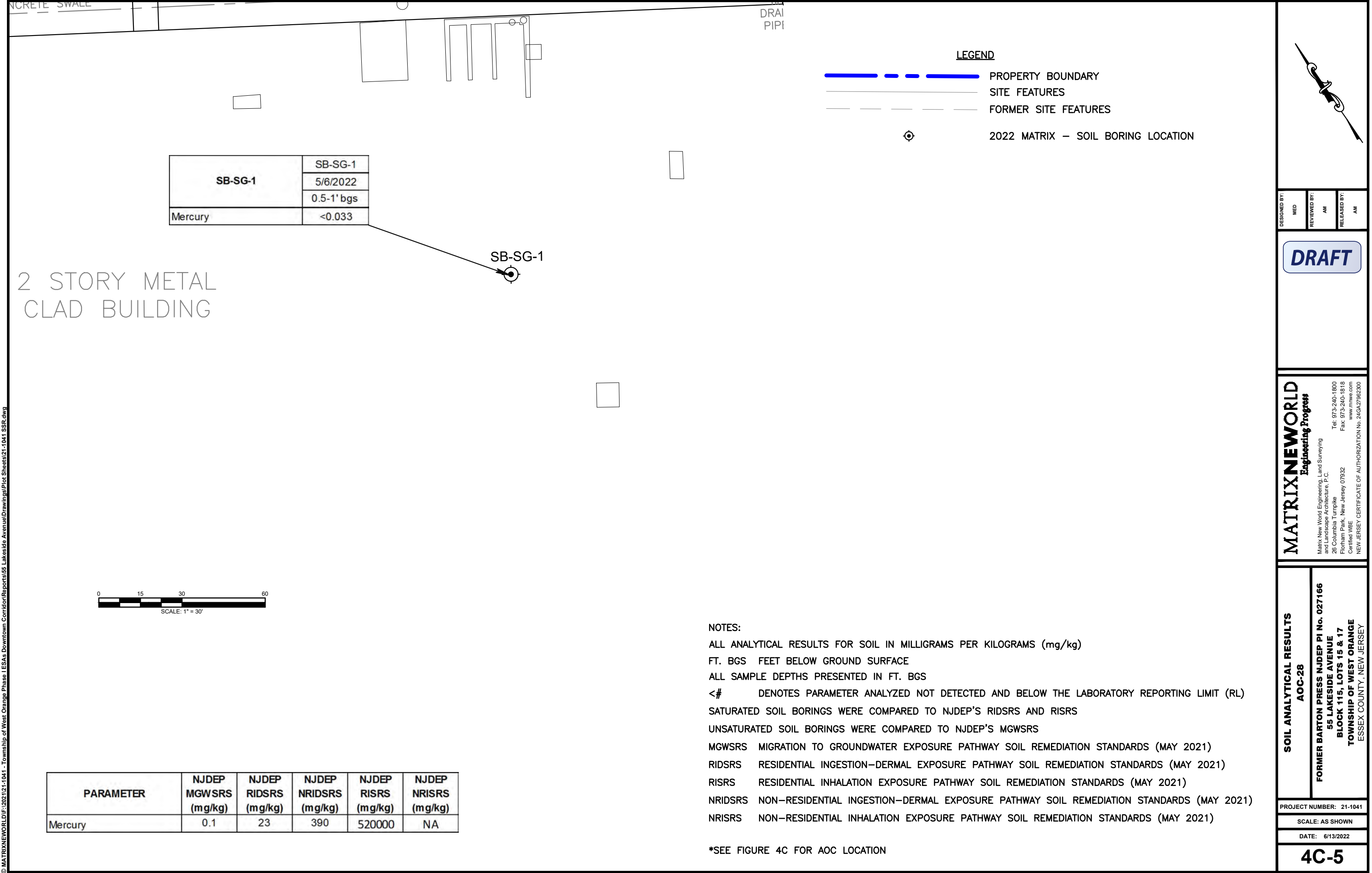
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REVIEWED BY: AM
RELEASED BY: AM

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SOIL ANALYTICAL RESULTS
AOC-7
FORMER BARTON PRESS NJDEP PI No. 027166
55 LAKESIDE AVENUE
BLOCK 115, LOTS 15 & 17
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

PROJECT NUMBER: 21-1041
SCALE: AS SHOWN
DATE: 6/13/2022
4C-4



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DESIGNED BY:
MED

REVIEWED BY:
AM

RELEASED BY:
AM

DRAFT

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Tel: 973-240-1800
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SOIL ANALYTICAL RESULTS
AOC-28

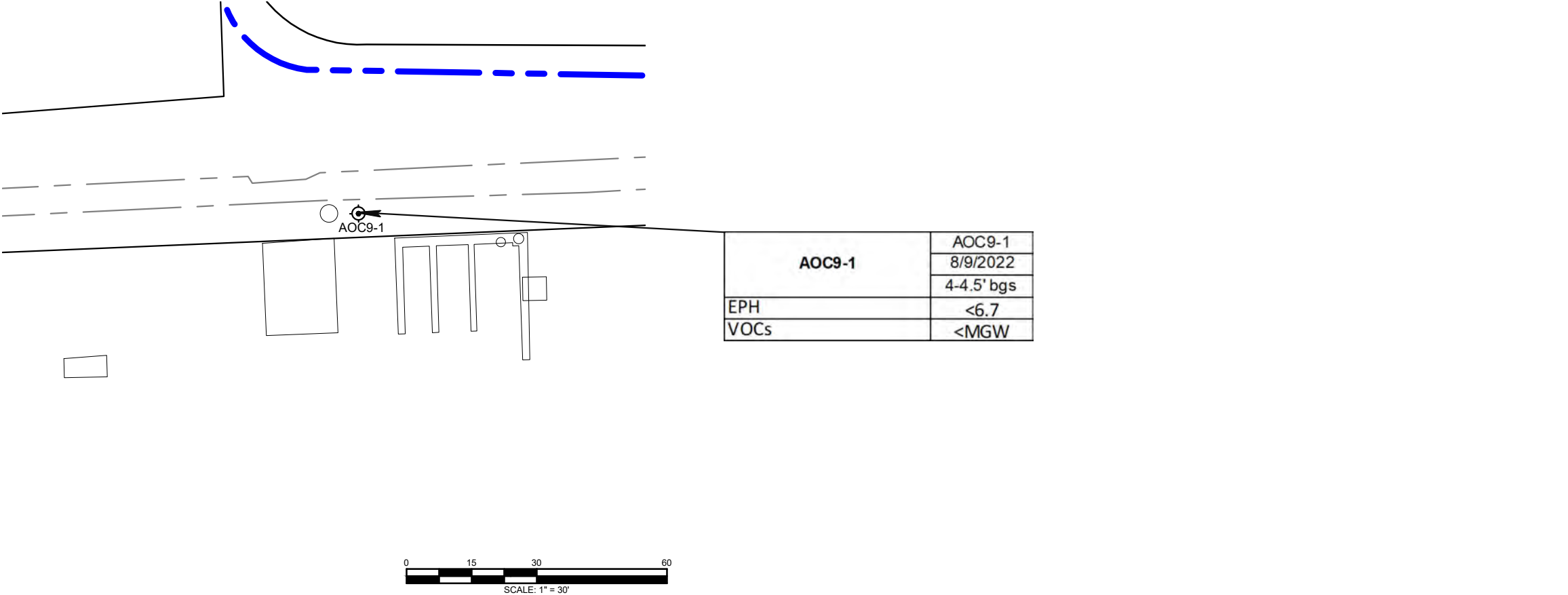
FORMER BARTON PRESS NJDEP PI No. 027166
55 LAKESIDE AVENUE
BLOCK 115, LOTS 15 & 17
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

PROJECT NUMBER: 21-1041

SCALE: AS SHOWN

DATE: 6/13/2022

4C-5



PARAMETER	NJDEP MGWSRS (mg/kg)	NJDEP RIDSRS (mg/kg)	NJDEP NRIDSRS (mg/kg)	NJDEP RISRS (mg/kg)	NJDEP NRISRS (mg/kg)
EPH	NA	5300	75000	NA	NA

NOTES:

ALL ANALYTICAL RESULTS FOR SOIL IN MILLIGRAMS PER KILOGRAMS (mg/kg)

FT. BGS FEET BELOW GROUND SURFACE

ALL SAMPLE DEPTHS PRESENTED IN FT. BGS

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SATURATED SOIL BORINGS WERE COMPARED TO NJDEP'S RIDSRS AND RISRS

UNSATURATED SOIL BORINGS WERE COMPARED TO NJDEP'S MGWSRS

MGWSRS MIGRATION TO GROUNDWATER EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

RIDSRS RESIDENTIAL INGESTION-DERMAL EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

RISRS RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

NRIDSRS NON-RESIDENTIAL INGESTION-DERMAL EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

NRISRS NON-RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

*SEE FIGURE 4C FOR AOC LOCATION

PARAMETER	NJDEP MGWSRS (mg/kg)	NJDEP RIDRS (mg/kg)	NJDEP NRIDRS (mg/kg)	NJDEP RISRS (mg/kg)	NJDEP NRISRS (mg/kg)
Benzene	0.0094	2	16	2.2	11
Cis-1,2-Dichloroethene	0.0063	7	36	4.8	23
Trichloroethene	0.0065	15	79	3	14
Benzo(a)pyrene	NA	0.51	2.3	3500	16000
Benzo(a)anthracene	0.71/5*	5.1	23	78000	370000
Benzo(b)fluoranthene	NA	5.1	23	78000	NA
Dibenz(a,h)anthracene	NA	0.51	2.3	7800	37000
Indeno(1,2,3-cd)pyrene	NA	5.1	23	78000	370000
Antimony	2020*/5.4	31	520	NA	NA
Copper	5270*/910	3100	52000	NA	NA
Lead	2840/1200*	400	800	NA	NA
Mercury	90/20.8*	23	390	520000	NA
Nickel	4930/544*	1600	26000	20000	93000
Selenium	19.3*/11	390	6500	NA	NA
Silver	34.4/234*	390	6500	NA	NA

AOC10-21	8/9/2022
Benzene	14.5-15' bgs
Cis-1,2-Dichloroethene	0.012
Trichloroethene	0.0068
Benzo(a)anthracene	4.11
Benzo(a)pyrene	3.69
Dibenz(a,h)anthracene	0.779
Cadmium	<5.6
Cobalt	34.1
Copper	7540
Lead	678
Mercury	79.9
Nickel	6000
Selenium	<22
Silver	<5.6
Zinc	1230

AOC10-24	8/9/2022
Benzene	14.5-15' bgs
Cis-1,2-Dichloroethene	0.0014
Trichloroethene	<0.0011
Benzo(a)anthracene	20.9
Benzo(a)pyrene	15.5
Benzo(b)fluoranthene	16.8
Dibenz(a,h)anthracene	2.81
Indeno(1,2,3-cd)pyrene	0.69
Antimony	2025
Cadmium	2.6
Cobalt	1820
Copper	1820
Lead	355
Mercury	41.5
Nickel	4930
Selenium	3.3
Silver	<5.6
Zinc	1280

AOC10-18	AOC10-18
VOCs	5/28/2020
Benzo(a)anthracene	10-10.5' bgs
Benzo(a)pyrene	<SRS
Metals	1.1

SB-26	SB-26
Trichloroethene	5/28/2020
Metals	0.5-1' bgs

AOC10-17	AOC10-17
VOCs	5/28/2020
Benzo(a)anthracene	10-10.5' bgs
Nickel	0.75

AOC10-14	AOC10-14	AOC10-14R	AOC10-14R
Benzene	5/28/2020	8/9/2022	8/9/2022
Cis-1,2-Dichloroethene	0.013	<0.00098	NA
Trichloroethene	0.93	<0.0030	NA
Benzo(a)pyrene	1.9	<0.0020	NA
Benzo(a)anthracene	23	0.877	10
Benzo(b)fluoranthene	27	0.833	10.8
Dibenz(a,h)anthracene	28	1.1	11.2
Indeno(1,2,3-cd)pyrene	2.8	0.205	1.87
Antimony	15	0.776	6.97
Cadmium	8.66	<25	<2.3
Cobalt	2.22	<6.2	1.7
Copper	21.2	25.5	12.2
Lead	2920	5270	10900
Mercury	544	428	361
Nickel	162	50.6	66.8
Selenium	4970	3920	1900
Silver	8.97	12.6	<12
	1.28	1.3	<2.9

SB-1W	SB-1W
Trichloroethene	8/9/2022
Lead	1-1.5' bgs
Mercury	0.0216
Nickel	156
Silver	33.6

SB-1N	SB-1N
Trichloroethene	8/9/2022
Lead	1-1.5' bgs
Mercury	6-6.5' bgs
Nickel	<0.0014
Selenium	9.8

SB-1S	SB-1S
Trichloroethene	8/9/2022
Lead	1-1.5' bgs
Mercury	4.5-5' bgs
Nickel	1.75
Selenium	NA

SB-1E	SB-1E
Trichloroethene	8/9/2022
Lead	<0.0012
Mercury	<0.0015
Nickel	<2.7
Selenium	2190

SB-2W	SB-2W
Cadmium	8/9/2022
Cobalt	0.5-1' bgs
Copper	<3.0
Lead	40.9
Mercury	4580

SB-2	SB-2	SB-2R
Trichloroethene	5/28/2020	8/9/2022
Mercury	0.5-1' bgs	2-2.5' bgs

SB-2E	SB-2E
Copper	8/9/2022
Lead	0.5-1' bgs
Mercury	248
Nickel	60.8
Selenium	4.8

SB-2S	SB-2S
Copper	8/9/2022
Lead	0.5-1' bgs
Mercury	342
Nickel	85.8
Selenium	2.8

SB-3	SB-3
Trichloroethene	5/28/2020
Metals	0.5-1' bgs

AOC10-15	AOC10-15
VOCs	5/28/2020
Benzo(a)anthracene	10-10.5' bgs
Benzo(a)pyrene	<SRS
Metals	<SRS

AOC10-22	AOC10-22
Benzene	8/9/2022
Cis-1,2-Dichloroethene	14.5-15' bgs
Trichloroethene	<0.00067
Benzo(a)pyrene	0.0054
Benzo(a)anthracene	<0.0013
Benzo(b)fluoranthene	0.0187
Dibenz(a,h)anthracene	0.0245
Indeno(1,2,3-cd)pyrene	0.024
Antimony	<0.041
Cadmium	<0.64
Cobalt	10
Copper	20
Lead	30.1
Mercury	2.2
Nickel	17.6
Selenium	<2.6
Silver	0.71

AOC10-23	AOC10-23
Benzene	8/9/2022
Cis-1,2-Dichloroethene	14.5-15' bgs
Trichloroethene	<0.00060
Benzo(a)pyrene	0.0043
Benzo(a)anthracene	0.0083
Benzo(b)fluoranthene	0.331
Dibenz(a,h)anthracene	0.35
Indeno(1,2,3-cd)pyrene	0.421
Antimony	<0.17
Cadmium	0.288
Cobalt	<2.1
Copper	1.3
Lead	6.8
Mercury	231
Nickel	42.4
Selenium	0
Silver	398

SB-25	SB-25
Trichloroethene	5/28/2020
Metals	1-1.5' bgs

AOC10-16	AOC10-16
VOCs	5/28/2020
Benzo(a)anthracene	10-10.5' bgs
Benzo(a)pyrene	<SRS
Metals	<SRS

LEGEND

- PROPERTY BOUNDARY
- SITE FEATURES
- FORMER SITE FEATURES
- 55 LAKESIDE AVENUE MONITORING WELL LOCATION
- 2020 WOODARD & CURRAN SOIL BORING LOCATION
- 2020 WOODARD & CURRAN/2022 MATRIX - SOIL BORING LOCATION
- 2022 MATRIX - SOIL BORING LOCATION
- EXCEEDS THE NJDEP'S MGWSRS OR SS-MGWSRS
- EXCEEDS NJDEP'S RIDRS OR RISRS
- EXCEEDS NJDEP'S NRIDRS OR NRISRS

NOTES:

ALL ANALYTICAL RESULTS FOR SOIL IN MILLIGRAMS PER KILOGRAMS (mg/kg)

FT. BGS FEET BELOW GROUND SURFACE

ALL SAMPLE DEPTHS PRESENTED IN FT. BGS

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UNSATURATED SOIL BORINGS WERE COMPARED TO NJDEP'S MGWSRS

MGWSRS MIGRATION TO GROUNDWATER EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

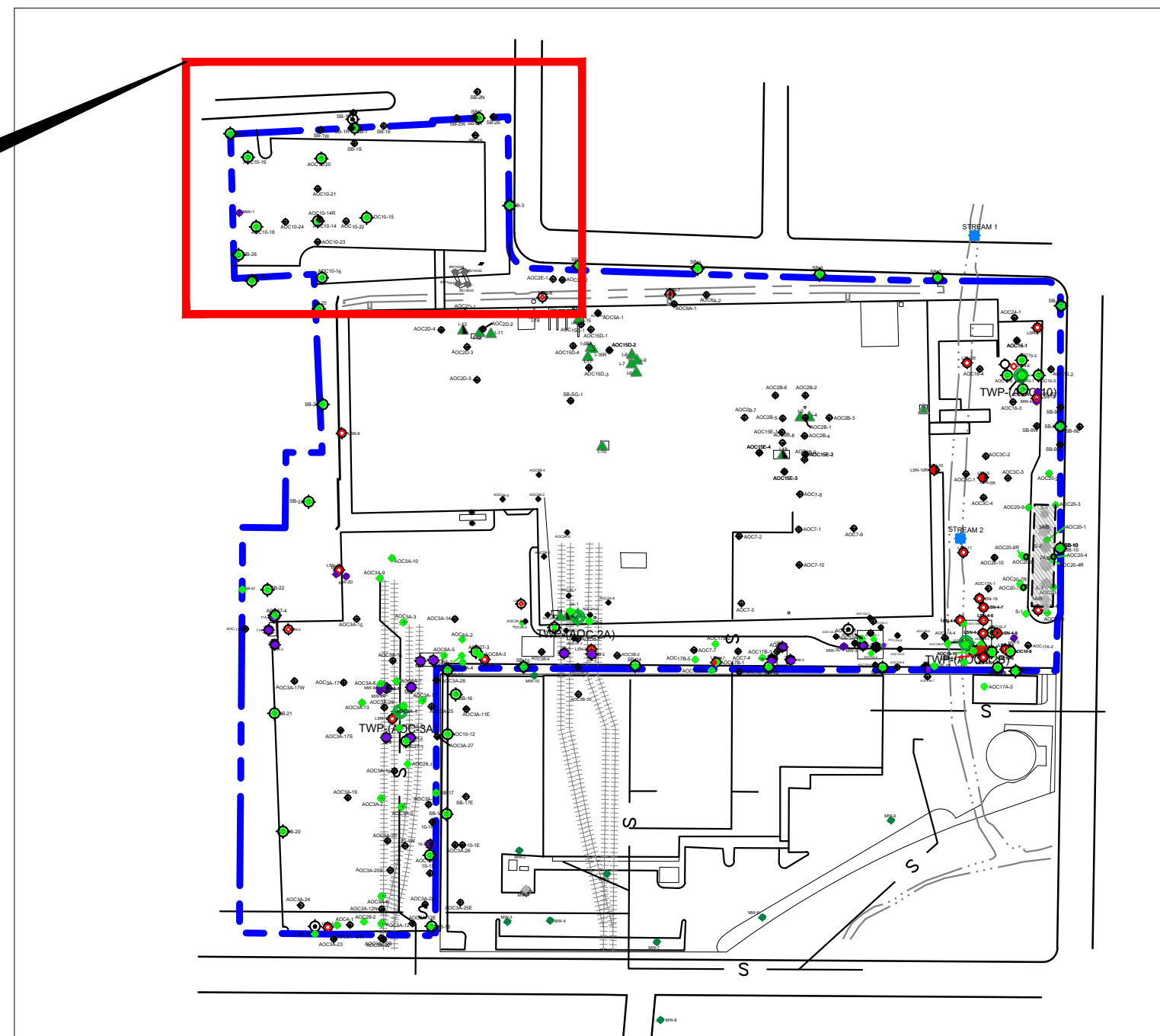
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RISRS RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

NRIDRS NON-RESIDENTIAL INGESTION-DERMAL EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

NRISRS NON-RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

#/# SS-MGWSRS FOR HISTORIC FILL MATERIAL/ SS-MGWSRS FOR NATIVE MATERIAL



DESIGNED BY: MED

REVIEWED BY: AM

RELEASED BY: AM

DRAFT

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SOIL ANALYTICAL RESULTS
AOC-10

FORMER BARTON PRESS NJDEP PI No. 027166
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ESSEX COUNTY, NEW JERSEY

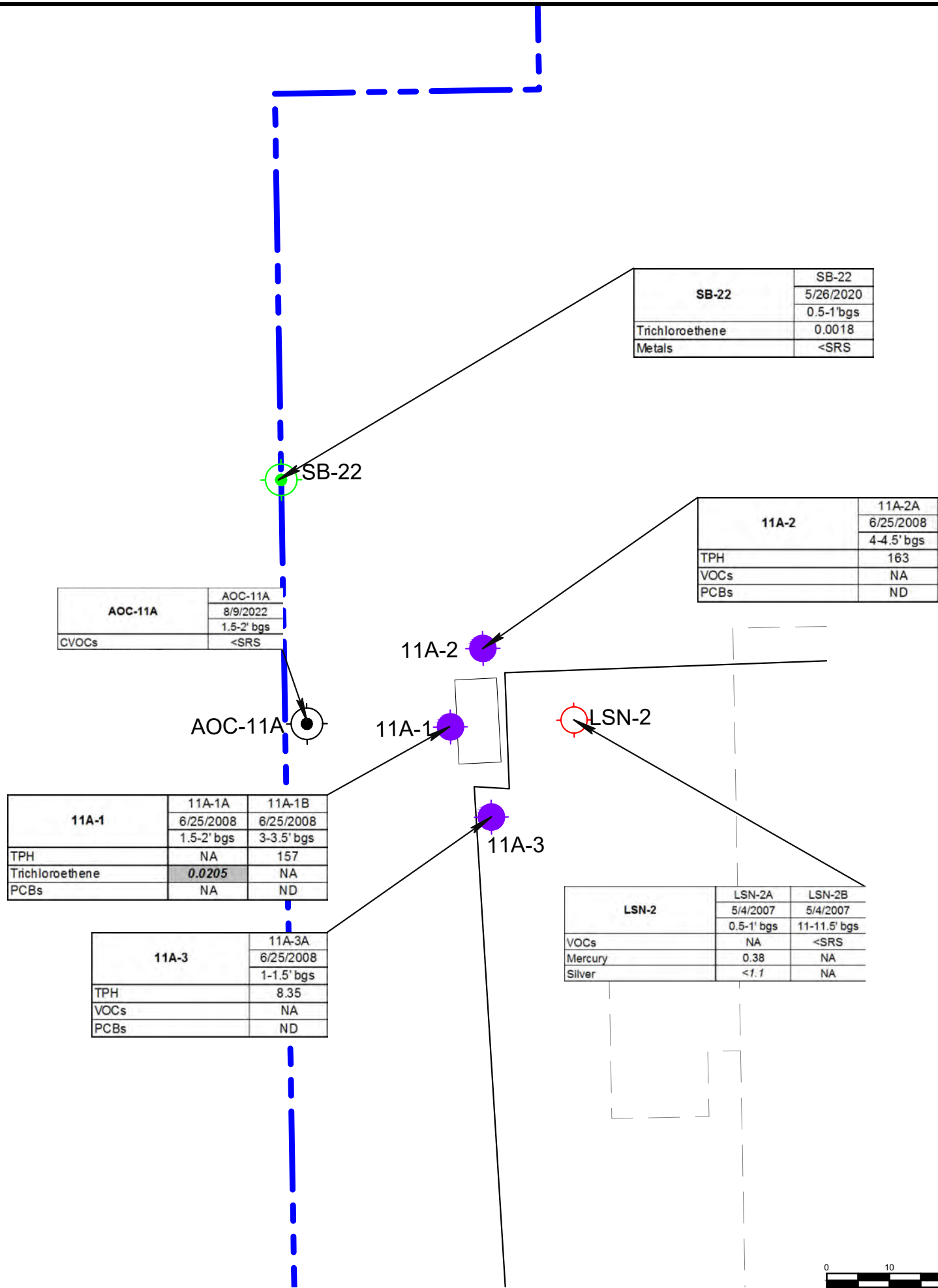
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DATE: 6/15/2022

SCALE: AS SHOWN

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LEGEND

- PROPERTY BOUNDARY
- SITE FEATURES
- FORMER SITE FEATURES
- 2007 ECI – SOIL BORING LOCATION
- 2008 ECI – SOIL BORING LOCATION
- 2020 WOODARD & CURRAN SOIL BORING LOCATION
- 2022 MATRIX – SOIL BORING LOCATION
- Bold and italic** EXCEEDS THE NJDEP’S MGWSRS OR SS–MGWSRS

PARAMETER	NJDEP MGWSRS (mg/kg)	NJDEP RIDSRS (mg/kg)	NJDEP NRIDSRS (mg/kg)	NJDEP RISRS (mg/kg)	NJDEP NRISRS (mg/kg)
Trichloroethene	0.0065	15	79	3	14
PCBs	1.6	0.25	1.1	NA	NA
Mercury	90/20.8*	23	390	520000	NA
Silver	0.5	390	6500	NA	NA

NOTES:

ALL ANALYTICAL RESULTS FOR SOIL IN MILLIGRAMS PER KILOGRAMS (mg/kg)

FT. BGS FEET BELOW GROUND SURFACE

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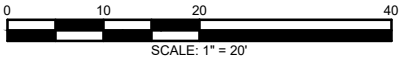
NRIDSRS NON–RESIDENTIAL INGESTION–DERMAL EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

NRISRS NON–RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

SITE SPECIFIC MIGRATION TO GROUNDWATER EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (SS–MGWSRS) WAS CALCULATED FOR EACH USING NJDEP’S SPLP SPREADSHEET

#/#* SS–MGWSRS FOR HISTORIC FILL MATERIAL/ SS–MGWSRS FOR NATIVE MATERIAL

*SEE FIGURE 4E FOR AOC LOCATION



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and Landscape Architecture, P.C.
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Florham Park, New Jersey 07932
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NEW JERSEY CERTIFICATE OF AUTHORIZATION No. 24GAZ962300

SOIL ANALYTICAL RESULTS
AOC - 11A

FORMER BARTON PRESS NJDEP PI No. 027166
55 LAKESIDE AVENUE
BLOCK 115, LOTS 15 & 17
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

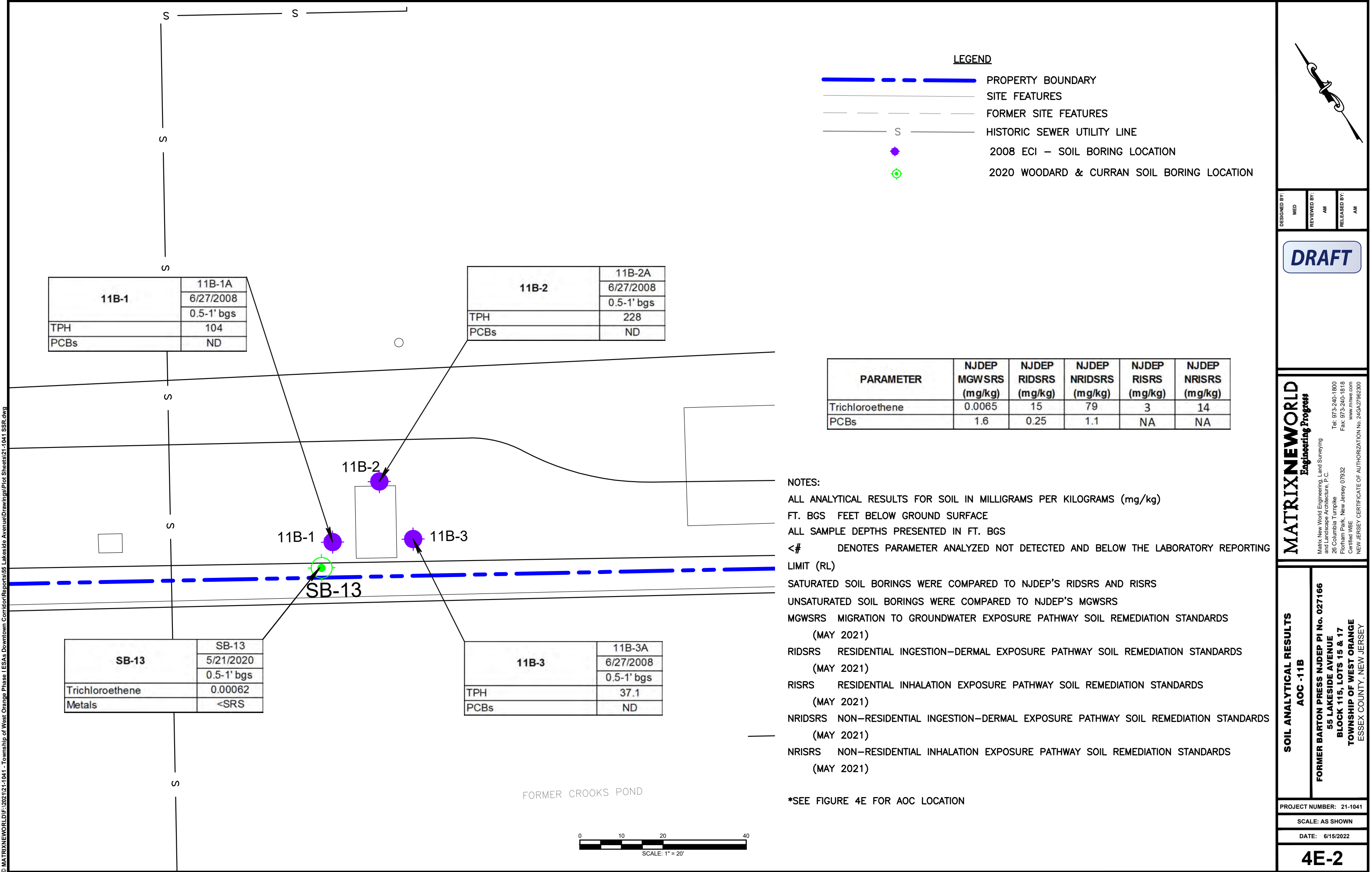
PROJECT NUMBER: 21-1041

SCALE: AS SHOWN

DATE: 6/15/2022

4E-1

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Florham Park, New Jersey 07932
Tel: 973-240-1800
Fax: 973-240-1818
www.mnwec.com
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SOIL ANALYTICAL RESULTS
AOC -11B

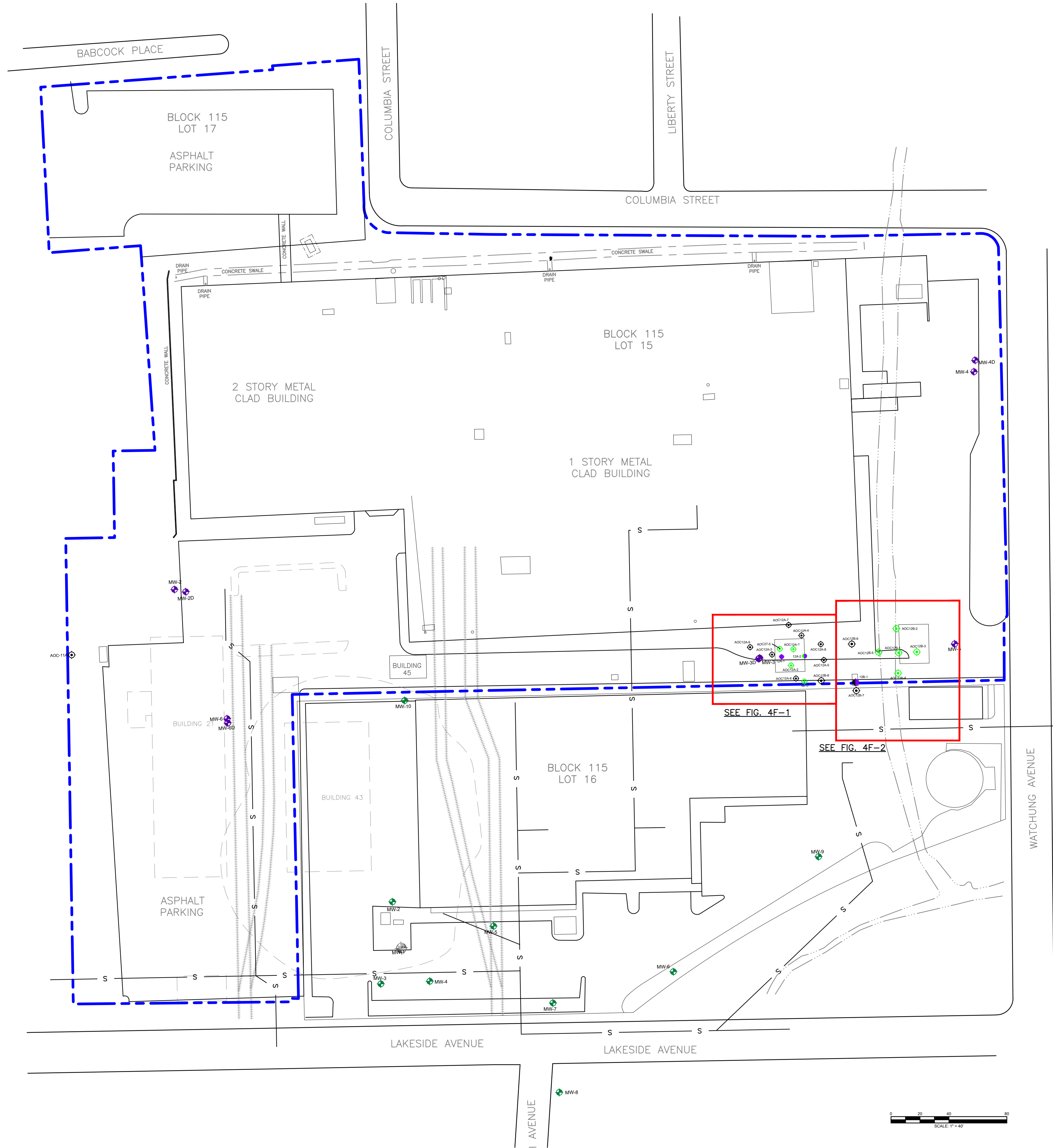
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55 LAKESIDE AVENUE
BLOCK 115, LOTS 15 & 17
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

PROJECT NUMBER: 21-1041

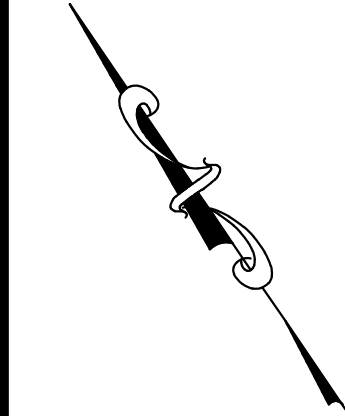
SCALE: AS SHOWN

DATE: 6/15/2022

4E-2



- LEGEND**
- PROPERTY BOUNDARY
 - SITE FEATURES
 - FORMER SITE FEATURES
 - HISTORIC SEWER UTILITY LINE
 - WIGWAM CREEK BOUNDARY
 - FORMER RAIL LINES
 - 55 LAKESIDE AVENUE MONITORING WELL LOCATION
 - 25 LAKESIDE AVENUE MONITORING WELL LOCATION
 - FORMER 25 LAKESIDE AVENUE MONITORING WELL LOCATION
 - 2008 ECI - SOIL BORING LOCATION
 - 2008 ECI / 2022 MATRIX - SOIL BORING LOCATION
 - 2020 WOODARD & CURRAN SOIL BORING LOCATION
 - 2022 MATRIX SOIL BORING LOCATION



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Florham Park, New Jersey 07932
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Fax: 973-240-1818
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SOIL BORING LOCATIONS
AOC-12A-12B

FORMER BARTON PRESS NJDEP PI No. 027166
55 LAKESIDE AVENUE
BLOCK 115, LOTS 15 & 17
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

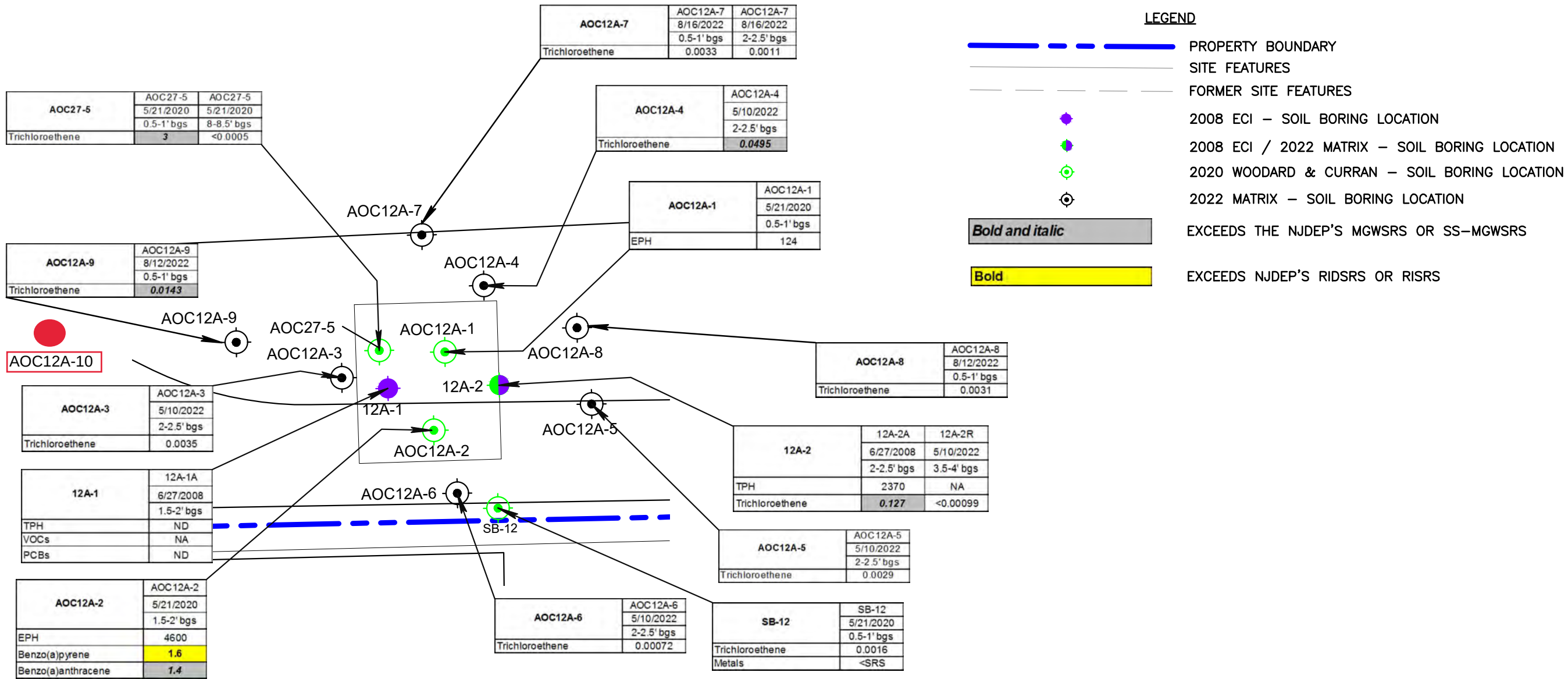
PROJECT NUMBER: 21-1041

DATE: 6/15/2022

SCALE: AS SHOWN

4F

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NOTES:

ALL ANALYTICAL RESULTS FOR SOIL IN MILLIGRAMS PER KILOGRAMS (mg/kg)

FT. BGS FEET BELOW GROUND SURFACE

ALL SAMPLE DEPTHS PRESENTED IN FT. BGS

<# DENOTES PARAMETER ANALYZED NOT DETECTED AND BELOW THE LABORATORY REPORTING LIMIT (RL)

SATURATED SOIL BORINGS WERE COMPARED TO NJDEP’S RIDSRs AND RISRS

UNSATURATED SOIL BORINGS WERE COMPARED TO NJDEP’S MGWSRS

MGWSRS MIGRATION TO GROUNDWATER EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

RIDSRs RESIDENTIAL INGESTION–DERMAL EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

RISRS RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

NRIDSRs NON–RESIDENTIAL INGESTION–DERMAL EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

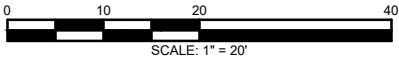
NRISRS NON–RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS

SITE SPECIFIC MIGRATION TO GROUNDWATER EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (SS–MGWSRS)

WAS CALCULATED FOR EACH USING NJDEP’S SPLP SPREADSHEET

'*/*/* SS–MGWSRS FOR HISTORIC FILL MATERIAL/ SS–MGWSRS FOP NATIVE MATERIAL

*SEE FIGURE 4F FOR AOC LOCATION



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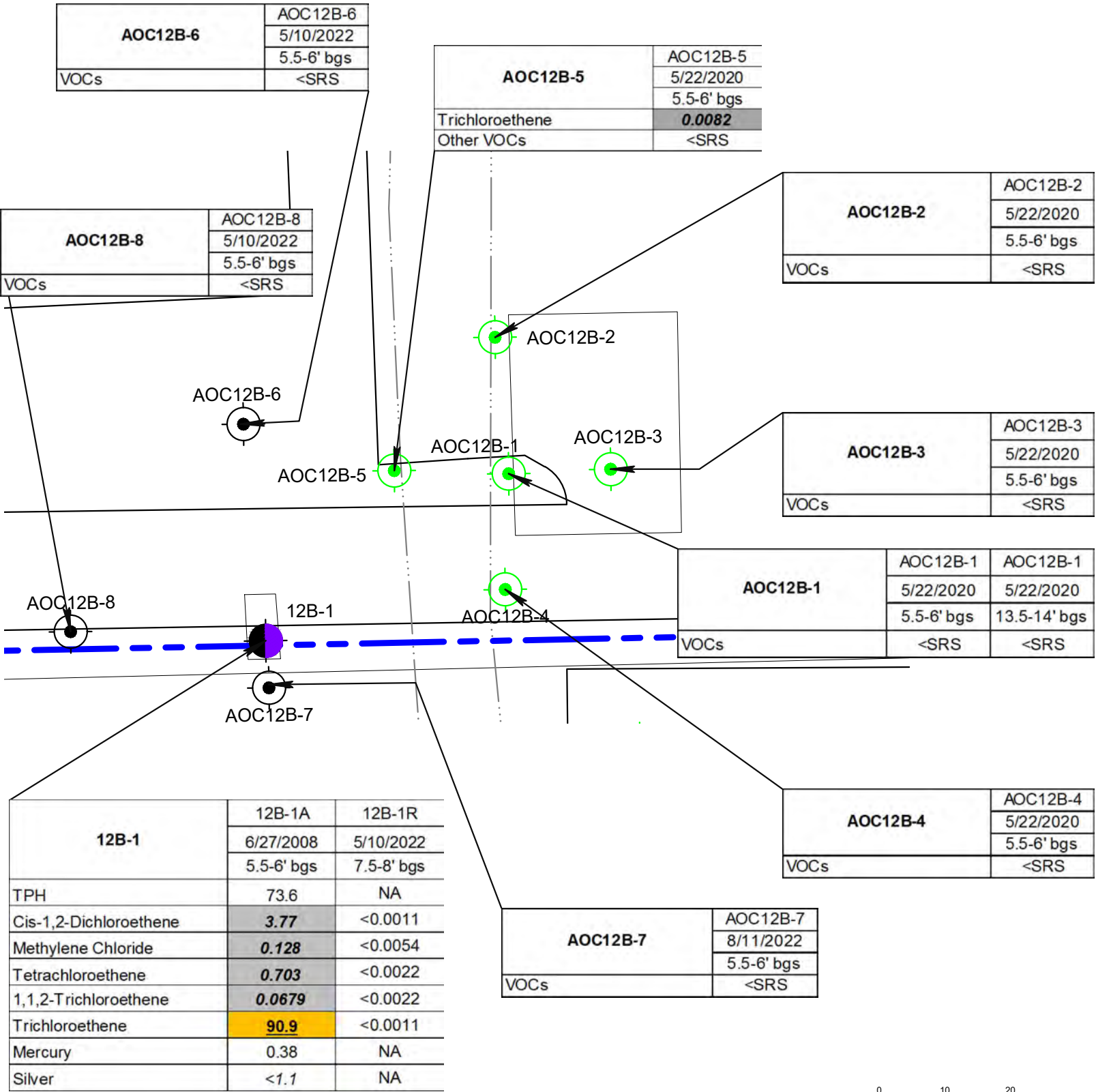
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Engineering Progress
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and Landscape Architecture, P.C.
26 Columbia Turnpike
Florham Park, New Jersey 07932
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SOIL ANALYTICAL RESULTS
AOC -12A
FORMER BARTON PRESS NJDEP PI No. 027166
55 LAKESIDE AVENUE
BLOCK 115, LOTS 15 & 17
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

PROJECT NUMBER: 21-1041
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DATE: 6/15/2022
4F-1

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LEGEND

- PROPERTY BOUNDARY
- SITE FEATURES
- FORMER SITE FEATURES
- WIGWAM CREEK BOUNDARY
- 2008 ECI / 2022 MATRIX – SOIL BORING LOCATION
- 2020 WOODARD & CURRAN – SOIL BORING LOCATION
- 2022 MATRIX – SOIL BORING LOCATION
- Bold and italic** EXCEEDS THE NJDEP’S MGWSRS OR SS–MGWSRS
- Bold and underline** EXCEEDS NJDEP’S NRIDSRS OR NRISRS

PARAMETER	NJDEP MGWSRS (mg/kg)	NJDEP RIDSRS (mg/kg)	NJDEP NRIDSRS (mg/kg)	NJDEP RISRS (mg/kg)	NJDEP NRISRS (mg/kg)
Cis-1,2-Dichloroethene	0.35	780	13000	NA	NA
Methylene Chloride	0.013	50	260	1400	NA
Tetrachloroethene	0.0065	330	1700	47	NA
1,1,2-Trichloroethene	0.017	12	64	NA	NA
Trichloroethene	0.0065	15	79	3	14
Mercury	90/20.8*	23	390	520000	NA
Silver	34.4/234*	390	6500	NA	NA

NOTES:

ALL ANALYTICAL RESULTS FOR SOIL IN MILLIGRAMS PER KILOGRAMS (mg/kg)

FT. BGS FEET BELOW GROUND SURFACE

ALL SAMPLE DEPTHS PRESENTED IN FT. BGS

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RISRS RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

NRIDSRS NON–RESIDENTIAL INGESTION–DERMAL EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

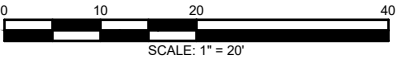
NRISRS NON–RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

SITE SPECIFIC MIGRATION TO GROUNDWATER EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (SS–MGWSRS)

WAS CALCULATED FOR EACH USING NJDEP’S SPLP SPREADSHEET

#/#* SS–MGWSRS FOR HISTORIC FILL MATERIAL/ SS–MGWSRS FOP NATIVE MATERIAL

*SEE FIGURE 4F FOR AOC LOCATION



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Tel: 973-240-1800
Fax: 973-240-1818
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SOIL ANALYTICAL RESULTS
AOC -12B

FORMER BARTON PRESS NJDEP PI No. 027166
55 LAKESIDE AVENUE
BLOCK 115, LOTS 15 & 17
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

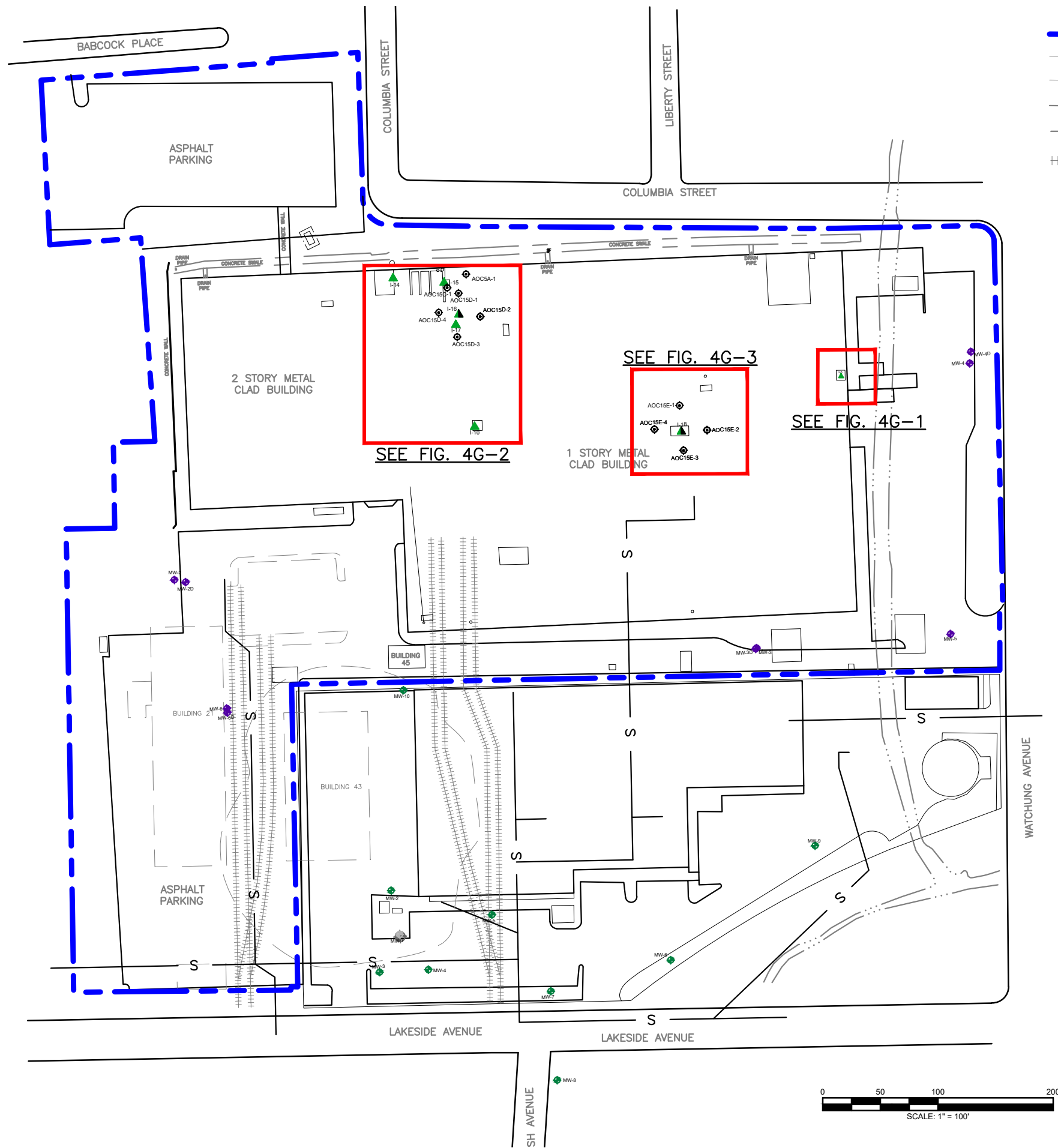
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LEGEND

- PROPERTY BOUNDARY
- SITE FEATURES
- FORMER SITE FEATURES
- HISTORIC SEWER UTILITY LINE
- WIGWAM CREEK BOUNDARY
- FORMER RAIL LINES
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- 25 LAKESIDE AVENUE MONITORING WELL LOCATION
- FORMER 25 LAKESIDE AVENUE MONITORING WELL LOCATION
- 2008 ECI - INDOOR SOIL BORING LOCATION
- 2008 ECI / 2022 MATRIX - INDOOR SOIL BORING LOCATION
- 2022 MATRIX - SOIL BORING LOCATION



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Tel: 973-240-1800
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SOIL BORING LOCATIONS
AOC-15A, AOC-15B, AOC-15C, & AOC-15D
FORMER BARTON PRESS NJDEP PI No. 027166
55 LAKESIDE AVENUE
BLOCK 115, LOTS 15 & 17
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

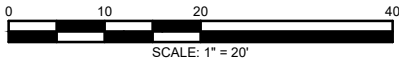
PROJECT NUMBER: 21-1041

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4G

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I-5	I-5A
	2/14/2008
	8-8.5' bgs
TPH	104
PAHs	<SRS



LEGEND	
	SITE FEATURES
	FORMER SITE FEATURES
	WIGWAM CREEK BOUNDARY
	2008 ECI – INDOOR SOIL BORING LOCATION

NOTES:

ALL ANALYTICAL RESULTS FOR SOIL IN MILLIGRAMS PER KILOGRAMS (mg/kg)
FT. BGS FEET BELOW GROUND SURFACE
ALL SAMPLE DEPTHS PRESENTED IN FT. BGS
<# DENOTES PARAMETER ANALYZED NOT DETECTED AND BELOW THE LABORATORY REPORTING LIMIT (RL)
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UNSATURATED SOIL BORINGS WERE COMPARED TO NJDEP’S MGWSRS
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RISRS RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)
NRIDSRs NON–RESIDENTIAL INGESTION–DERMAL EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)
NRISRS NON–RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

*SEE FIGURE 4G FOR AOC LOCATION

PARAMETER	NJDEP MGWSRS (mg/kg)	NJDEP RIDSRs (mg/kg)	NJDEP NRIDSRs (mg/kg)	NJDEP RISRS (mg/kg)	NJDEP NRISRS (mg/kg)
EPH	NA	5300	75000	NA	NA

DESIGNED BY:	MED
REVIEWED BY:	AM
RELEASED BY:	AM

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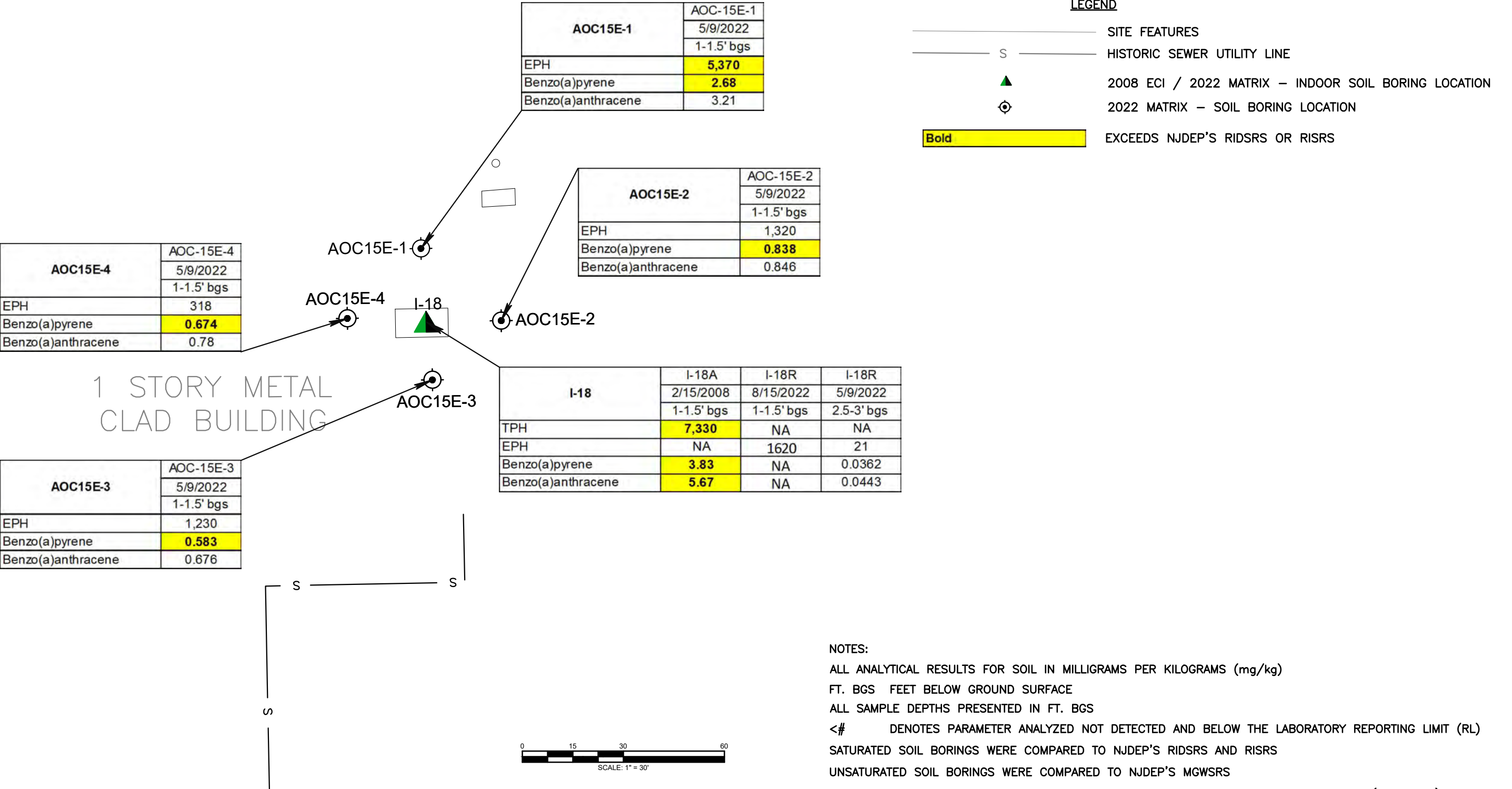
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SOIL ANALYTICAL RESULTS
AOC-15A

FORMER BARTON PRESS NJDEP PI No. 027166
55 LAKESIDE AVENUE
BLOCK 115, LOTS 15 & 17
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

PROJECT NUMBER: 21-1041
SCALE: AS SHOWN
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NOTES:

ALL ANALYTICAL RESULTS FOR SOIL IN MILLIGRAMS PER KILOGRAMS (mg/kg)

FT. BGS FEET BELOW GROUND SURFACE

ALL SAMPLE DEPTHS PRESENTED IN FT. BGS

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NRIDSRs NON-RESIDENTIAL INGESTION-DETMAL EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

NRISRs NON-RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

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'#*/#* SS-MGWSRS FOR HISTORIC FILL MATERIAL/ SS-MGWSRS FOR NATIVE MATERIAL

*SEE FIGURE 4G FOR AOC LOCATION

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RELEASED BY: AM

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and Landscape Architecture, P.C.
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SOIL ANALYTICAL RESULTS
AOC-15E

FORMER BARTON PRESS NJDEP PI No. 027166
55 LAKESIDE AVENUE
BLOCK 115, LOTS 15 & 17
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

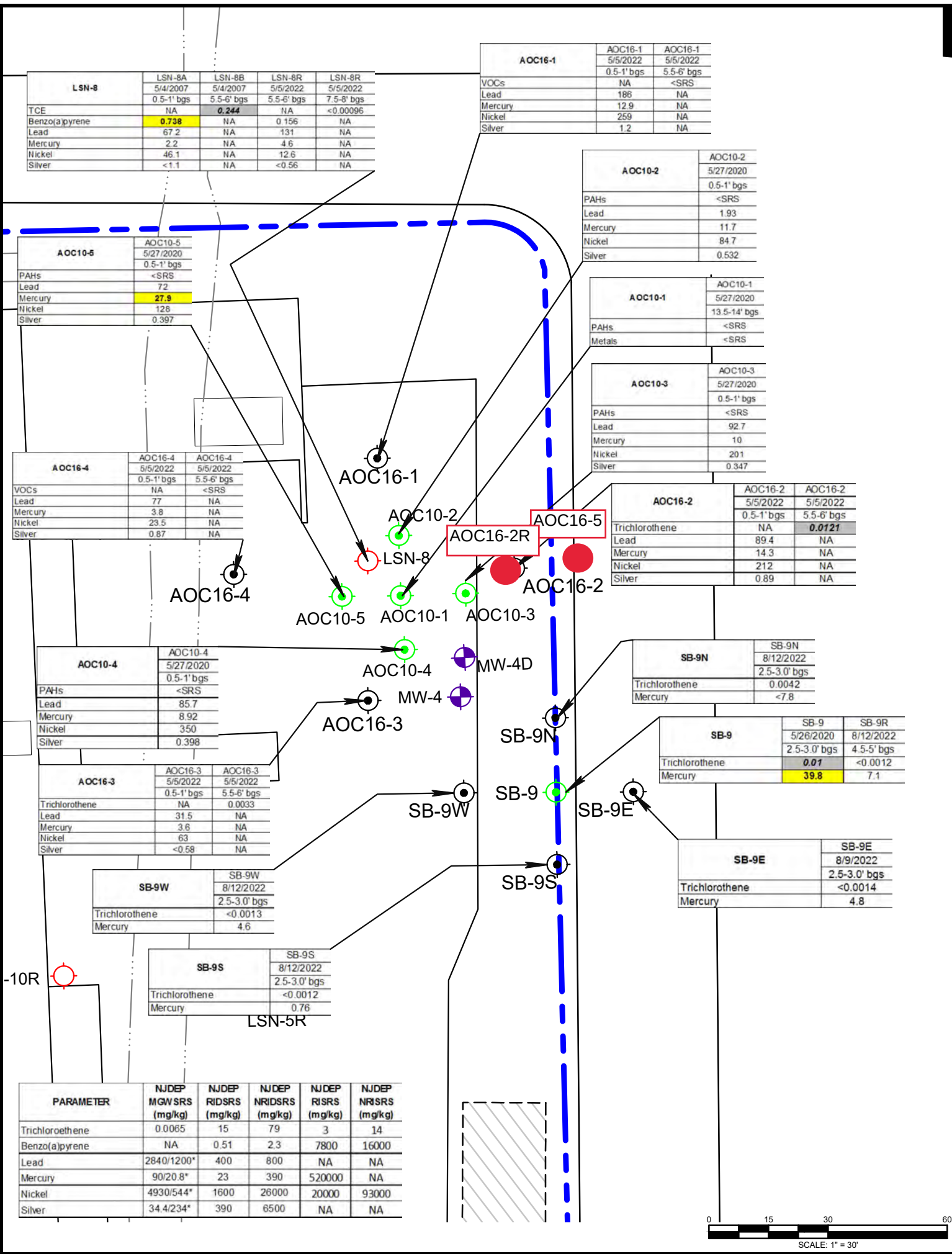
PROJECT NUMBER: 21-1041

SCALE: AS SHOWN

DATE: 6/15/2022

4G-3

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KEY MAP
NOT TO SCALE

LEGEND

- PROPERTY BOUNDARY
- SITE FEATURES
- WIGWAM CREEK BOUNDARY
- 55 LAKESIDE AVENUE MONITORING WELL LOCATION
- 2007 ECI – SOIL BORING LOCATION
- 2020 WOODARD & CURRAN/2022 MATRIX – SOIL BORING LOCATION
- 2020 WOODARD & CURRAN – SOIL BORING LOCATION
- 2022 MATRIX – SOIL BORING LOCATION

Bold and italic EXCEEDS THE NJDEP'S MGWSRS OR SS-MGWSRS

Bold EXCEEDS NJDEP'S RIDRS OR RISRS

NOTES:

ALL ANALYTICAL RESULTS FOR SOIL IN MILLIGRAMS PER KILOGRAMS (mg/kg)

FT. BGS FEET BELOW GROUND SURFACE

ALL SAMPLE DEPTHS PRESENTED IN FT. BGS

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RISRS RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

NRIDRS NON–RESIDENTIAL INGESTION–DERMAL EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

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SITE SPECIFIC MIGRATION TO GROUNDWATER EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (SS–MGWSRS) WAS CALCULATED FOR EACH USING NJDEP'S SPLP SPREADSHEET

'#*/*' SS–MGWSRS FOR HISTORIC FILL MATERIAL/ SS–MGWSRS FOP NATIVE MATERIAL

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Florham Park, New Jersey 07932
Tel: 973-240-1800
Fax: 973-240-1818
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SOIL ANALYTICAL RESULTS
AOC-16

FORMER BARTON PRESS NJDEP PI No. 027166
55 LAKESIDE AVENUE
BLOCK 115, LOTS 15 & 17
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

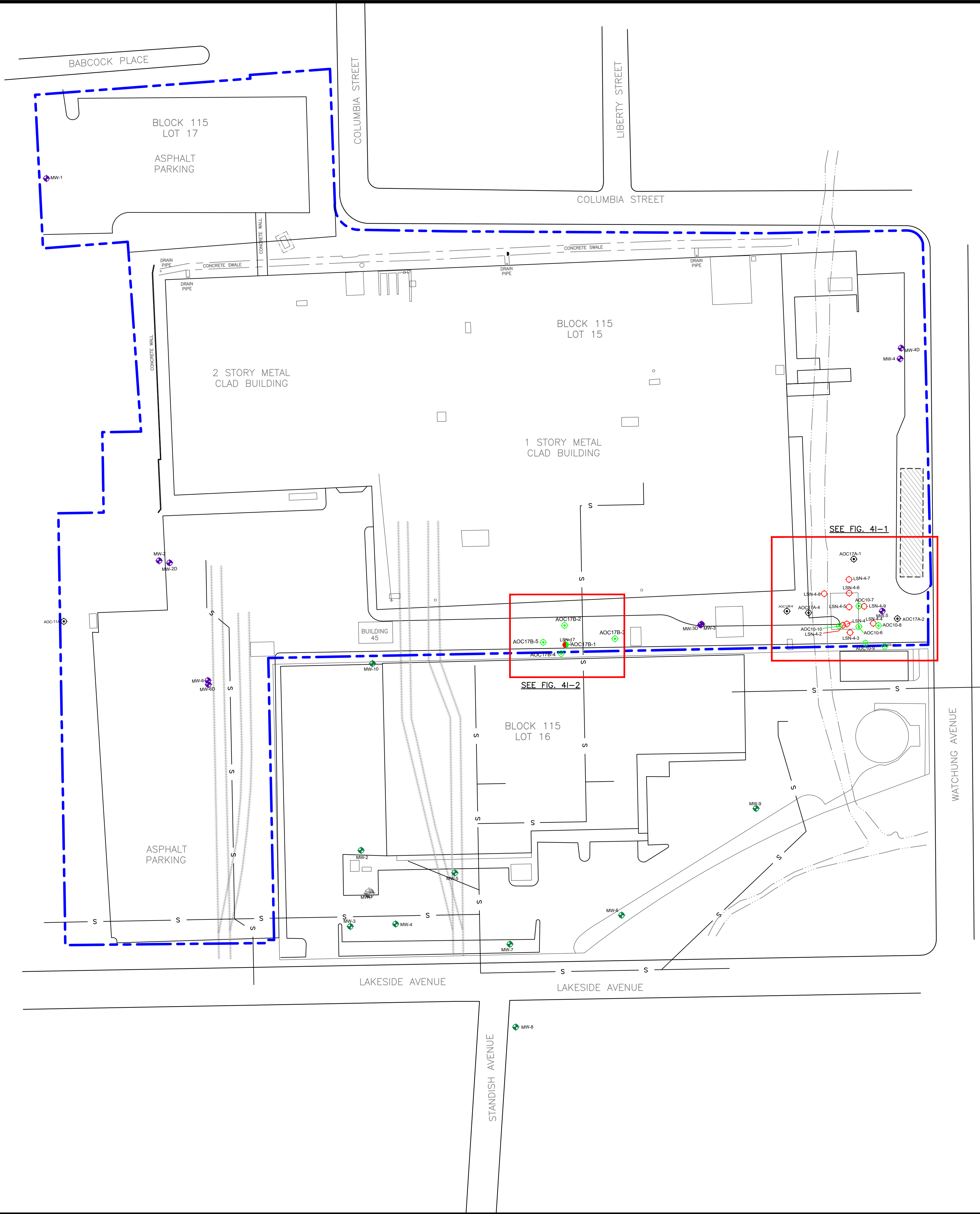
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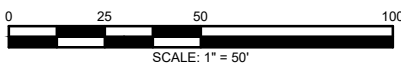
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- LEGEND**
- PROPERTY BOUNDARY
 - SITE FEATURES
 - FORMER SITE FEATURES
 - HISTORIC SEWER UTILITY LINE
 - WIGWAM CREEK BOUNDARY
 - FORMER RAIL LINES
 - 55 LAKESIDE AVENUE MONITORING WELL LOCATION
 - 25 LAKESIDE AVENUE MONITORING WELL LOCATION
 - FORMER 25 LAKESIDE AVENUE MONITORING WELL LOCATION
 - 2007 ECI - SOIL BORING LOCATION
 - 2007 ECI / 2020 WOODARD & CURRAN - SOIL BORING LOCATION
 - 2020 WOODARD & CURRAN - SOIL BORING LOCATION
 - 2022 MATRIX - SOIL BORING LOCATION



SOIL BORING LOCATIONS
AOC-17

FORMER BARTON PRESS NJDEP PI No. 027166
55 LAKESIDE AVENUE
BLOCK 115, LOTS 15 & 17
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

PROJECT NUMBER: 21-1041

DATE: 6/15/2022

SCALE: AS SHOWN

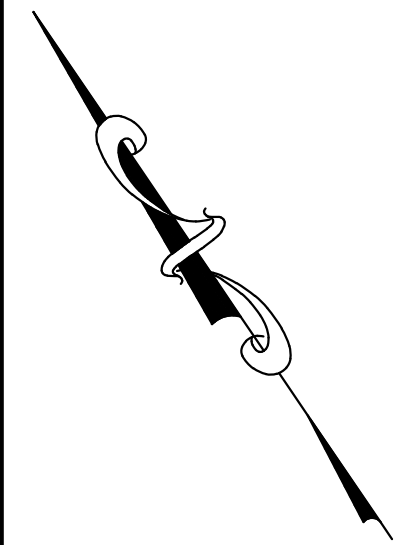
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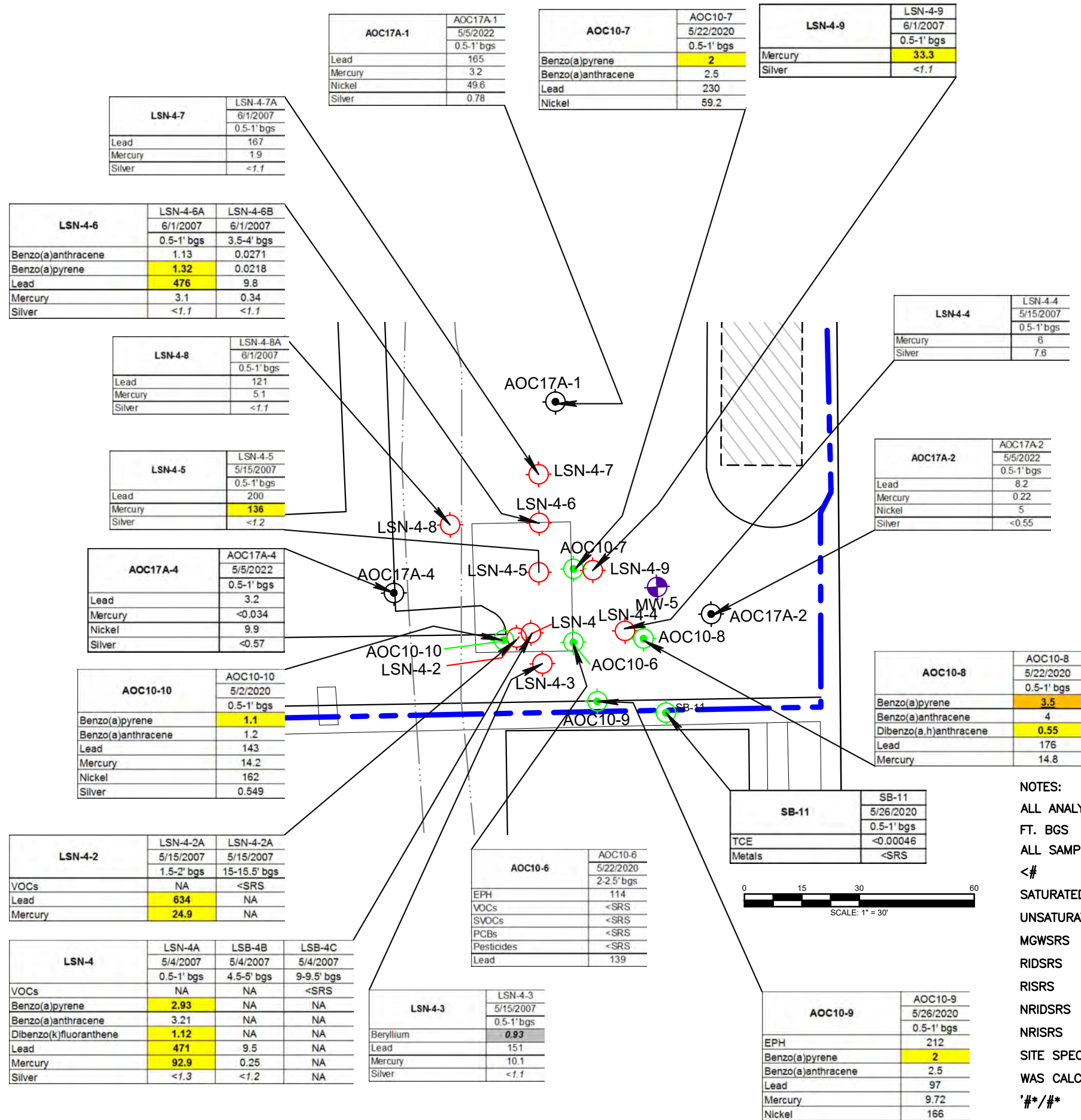
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PARAMETER	NJDEP MGWSRS (mg/kg)	NJDEP RIDSRS (mg/kg)	NJDEP NRIDSRS (mg/kg)	NJDEP RISRS (mg/kg)	NJDEP NRISRS (mg/kg)
Trichloroethene	0.0065	15	79	3	14
Benzo(a)pyrene	NA	0.51	2.3	3500	16000
Benzo(a)anthracene	20.9/5*	5.1	23	78000	370000
Dibenzo(a,h)anthracene	NA	0.51	2.3	7800	37000
Beryllium	0.7	160	2600	2000	9300
Lead	2840/1200*	400	800	NA	NA
Mercury	90/20.8*	23	390	520000	NA
Nickel	4930/544*	1600	26000	20000	93000
Silver	34.4/234*	390	6500	NA	NA

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SOIL ANALYTICAL RESULTS
AOC-17A
FORMER BARTON PRESS NJDEP PI No. 027166
55 LAKESIDE AVENUE
BLOCK 115, LOTS 15 & 17
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

PROJECT NUMBER: 21-1041

SCALE: AS SHOWN

DATE: 6/15/2022

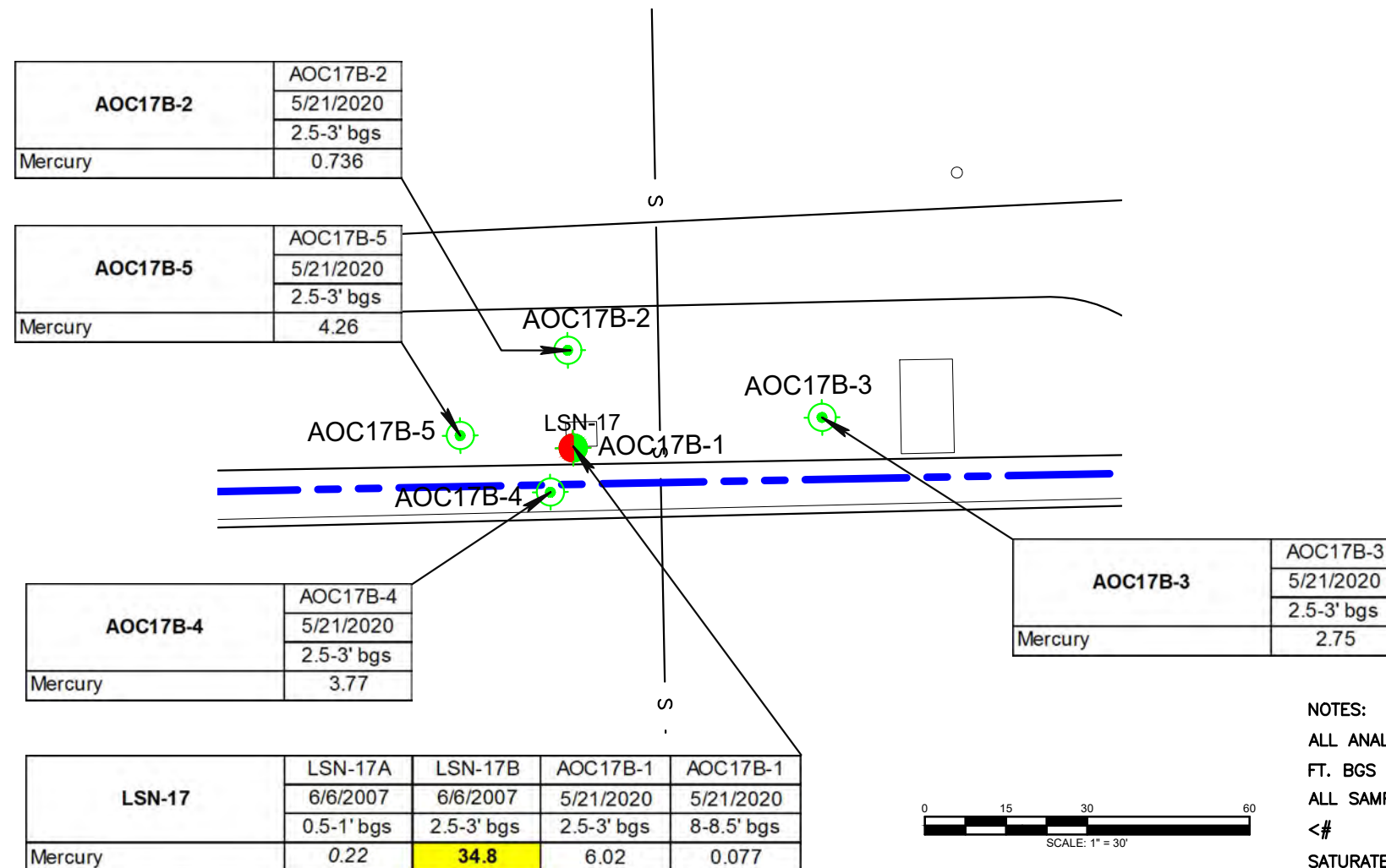
41-1

DRAFT

SOIL ANALYTICAL RESULTS
AOC-17B

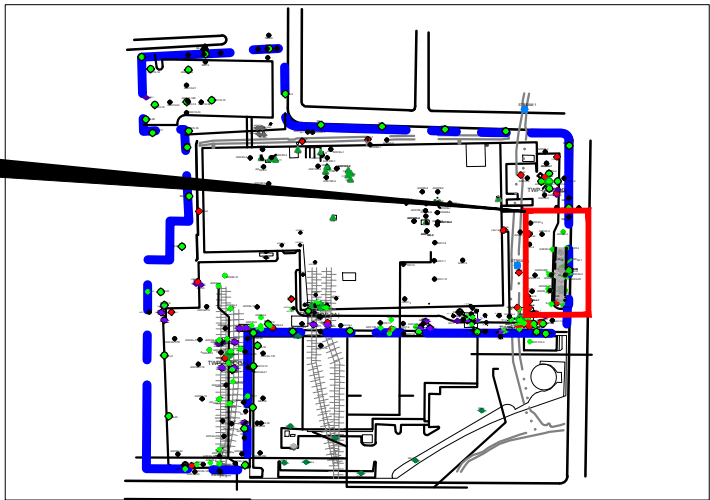
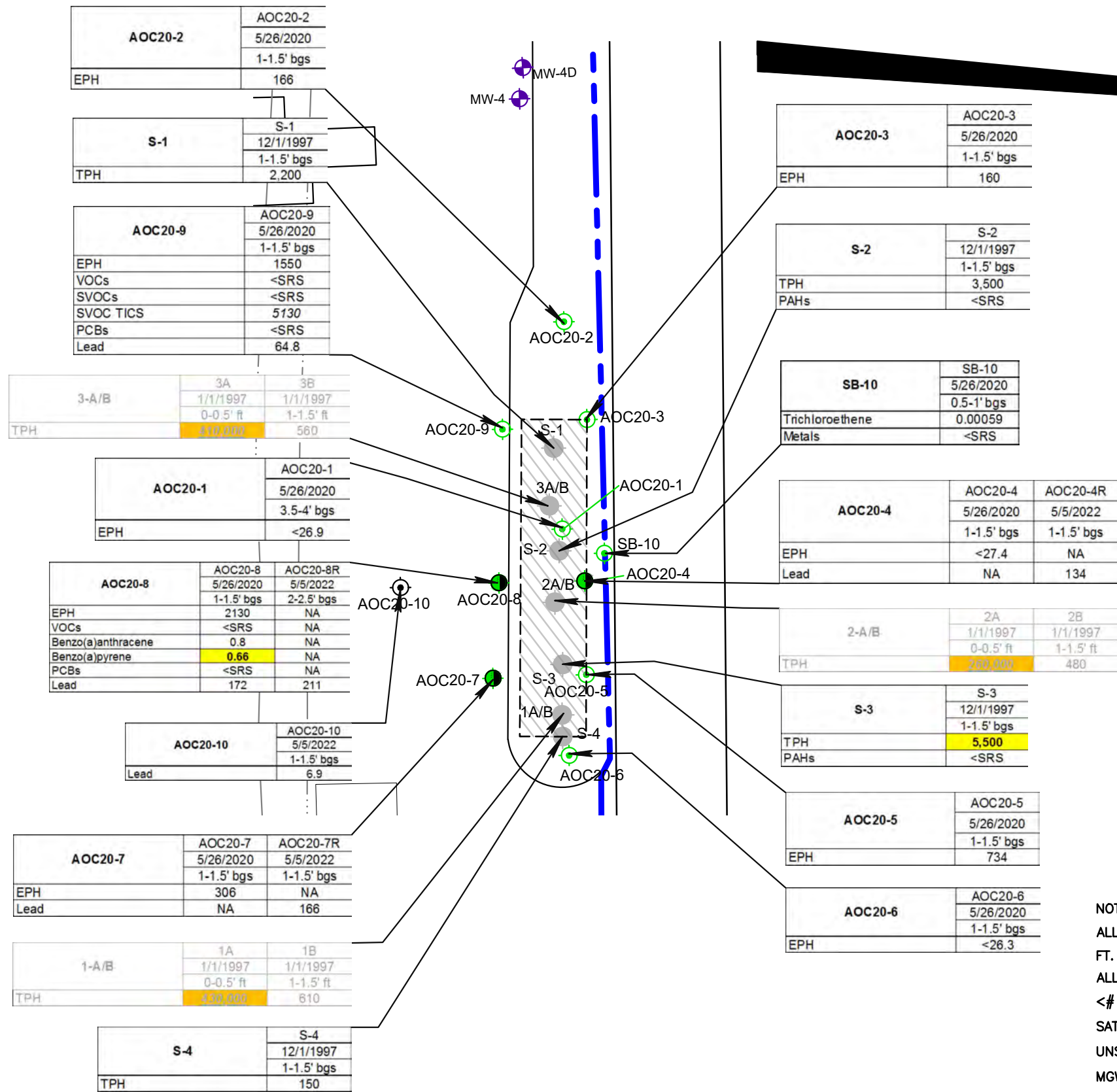
41-2

	PROPERTY BOUNDARY
	SITE FEATURES
	HISTORIC SEWER UTILITY LINE
	2007 ECI / 2020 WOODARD & CURRAN – SOIL BORING LOCATION
	2020 WOODARD & CURRAN – SOIL BORING LOCATION
	EXCEEDS NJDEP'S RIDSRs OR RISRS



* SEE FIGURE 4I FOR AOC LOCATION

PARAMETER	NJDEP MGWSRS (mg/kg)	NJDEP RIDSRS (mg/kg)	NJDEP NRIDSRS (mg/kg)	NJDEP RISRS (mg/kg)	NJDEP NRISRS (mg/kg)
Mercury	90/20.8*	23	390	520000	NA



KEY MAP
NOT TO SCALE

- LEGEND**
- PROPERTY BOUNDARY
 - SITE FEATURES
 - 55 LAKESIDE AVENUE MONITORING WELL LOCATION
 - HISTORIC SOIL BORING LOCATION
 - 2020 WOODARD & CURRAN - SOIL BORING LOCATION
 - 2020 WOODARD & CURRAN/2022 MATRIX - SOIL BORING LOCATION
 - 2022 MATRIX - SOIL BORING LOCATION
 - 1997 EXCAVATION AREA (CASE NO. 97-06-11-0128-18)
 - Bold** EXCEEDS NJDEP'S RIDSRs OR RISRS
 - Bold and underline** EXCEEDS NJDEP'S NRIDSRs OR NRISRS

NOTES:

ALL ANALYTICAL RESULTS FOR SOIL IN MILLIGRAMS PER KILOGRAMS (mg/kg)

FT. BGS FEET BELOW GROUND SURFACE

ALL SAMPLE DEPTHS PRESENTED IN FT. BGS

<# DENOTES PARAMETER ANALYZED NOT DETECTED AND BELOW THE LABORATORY REPORTING LIMIT (RL)

SATURATED SOIL BORINGS WERE COMPARED TO NJDEP'S RIDSRs AND RISRS

UNSATURATED SOIL BORINGS WERE COMPARED TO NJDEP'S MGWSRS

MGWSRS MIGRATION TO GROUNDWATER EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

RIDSRs RESIDENTIAL INGESTION-DERMAL EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

RISRS RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

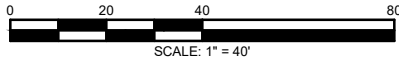
NRIDSRs NON-RESIDENTIAL INGESTION-DERMAL EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

NRISRS NON-RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

SITE SPECIFIC MIGRATION TO GROUNDWATER EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (SS-MGWSRS) WAS CALCULATED FOR EACH USING NJDEP'S SPLP SPREADSHEET

'#*/*#* SS-MGWSRS FOR HISTORIC FILL MATERIAL/ SS-MGWSRS FOR NATIVE MATERIAL

PARAMETER	NJDEP MGWSRS (mg/kg)	NJDEP RIDSRs (mg/kg)	NJDEP NRIDSRs (mg/kg)	NJDEP RISRS (mg/kg)	NJDEP NRISRS (mg/kg)
EPH	NA	5300	75000	NA	NA
Benzo(a)anthracene	20.9/5*	5.1	23	78000	370000
Benzo(a)pyrene	NA	0.51	2.3	7800	16000
PCBs	1.6	0.25	1.1	NA	NA
Lead	2840/1200*	400	800	NA	NA
Mercury	90/20.8*	23	390	520000	NA



DESIGNED BY: MED
REVIEWED BY: AM
RELEASED BY: AM

DRAFT

MATRIXNEWORLD
Engineering Progress
Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C.
26 Columbia Turnpike
Florham Park, New Jersey 07932
Tel: 973-240-1800
Fax: 973-240-1818
www.mnw.com
NEW JERSEY CERTIFICATE OF AUTHORIZATION No. 24GA27962300

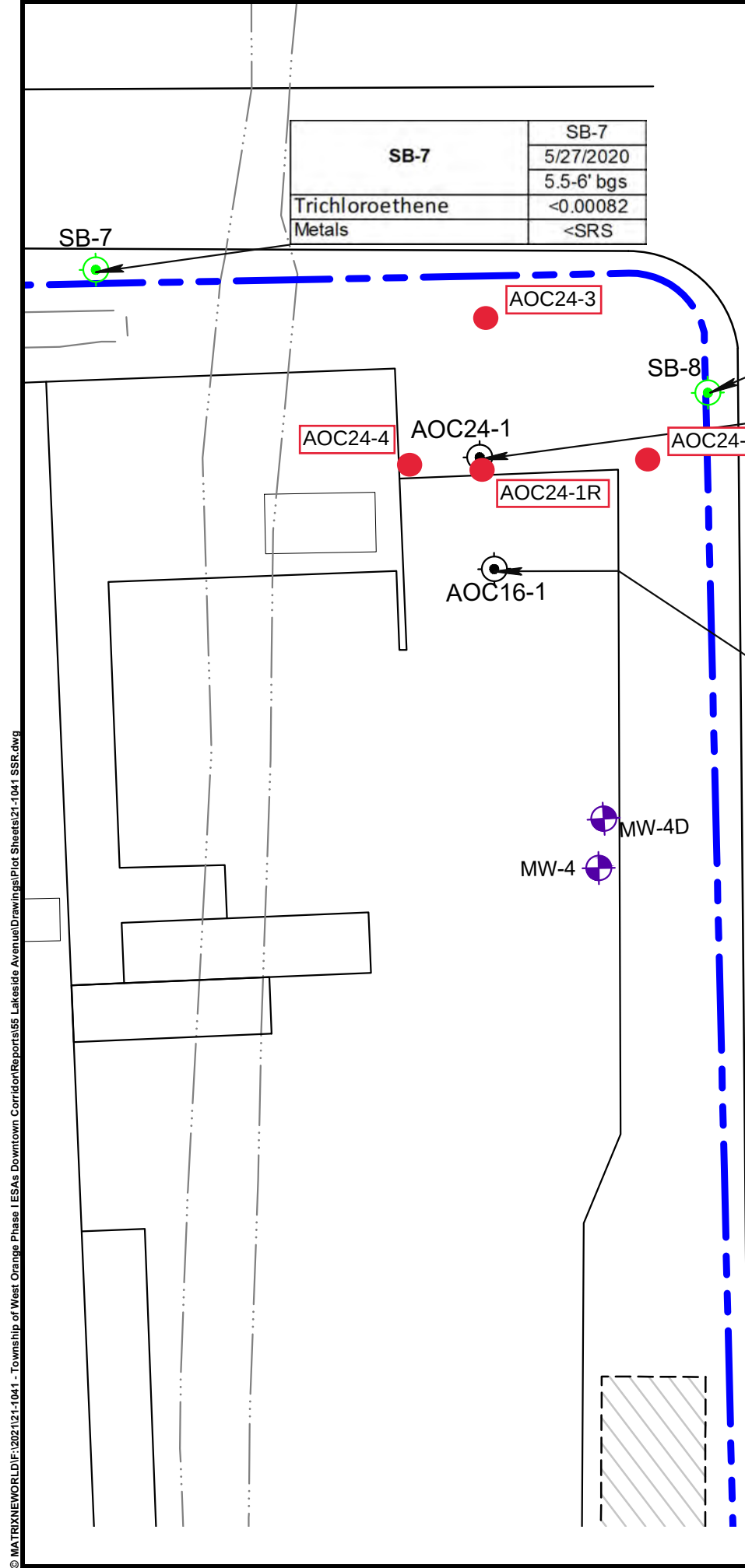
SOIL ANALYTICAL RESULTS
AOC-20
FORMER BARTON PRESS NJDEP PI No. 027166
55 LAKESIDE AVENUE
BLOCK 115, LOTS 15 & 17
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

PROJECT NUMBER: 21-1041

SCALE: AS SHOWN

DATE: 6/7/2022

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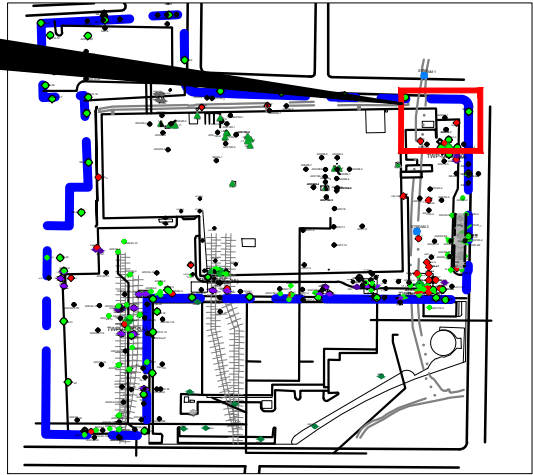


SB-7	SB-7
	5/27/2020
	5.5-6' bgs
	Trichloroethene <0.00082
Metals	<SRS

SB-8	SB-8
	5/27/2020
	5.5-6' bgs
	Trichloroethene 0.0012
Metals	<SRS

AOC24-1	AOC24-1
	8/16/2022
	0.5-1' bgs
	EPH 124
Trichloroethene	0.0136
	SVOCs <SRS
Cadmium	11.1
	Lead 171
Mercury	10
	Nickel 253
Silver	1.1

AOC16-1	AOC16-1
	5/5/2022
	0.5-1' bgs
	VOCs NA
Cadmium	<1.1
	Lead 186
Mercury	12.9
	Nickel 259
Silver	1.2



KEY MAP
NOT TO SCALE

LEGEND	
	PROPERTY BOUNDARY
	SITE FEATURES
	WIGWAM CREEK BOUNDARY
	55 LAKESIDE AVENUE MONITORING WELL LOCATION
	2020 WOODARD & CURRAN – SOIL BORING LOCATION
	2022 MATRIX – SOIL BORING LOCATION
Bold and italic	EXCEEDS THE NJDEP'S MGWSRS OR SS-MGWSRS

PARAMETER	NJDEP MGWSRS (mg/kg)	NJDEP RIDSRS (mg/kg)	NJDEP NRIDSRS (mg/kg)	NJDEP RISRS (mg/kg)	NJDEP NRISRS (mg/kg)
Trichloroethene	0.0065	15	79	3	14
Cadmium	5.6*/1.9	71	1100	2600	12000
Lead	2840/1200*	400	800	NA	NA
Mercury	90/20.8*	23	390	520000	NA
Nickel	4930/544*	1600	26000	20000	93000
Silver	34.4/234*	390	6500	NA	NA

NOTES:

ALL ANALYTICAL RESULTS FOR SOIL IN MILLIGRAMS PER KILOGRAMS (mg/kg)

FT. BGS FEET BELOW GROUND SURFACE

ALL SAMPLE DEPTHS PRESENTED IN FT. BGS

<# DENOTES PARAMETER ANALYZED NOT DETECTED AND BELOW THE LABORATORY REPORTING LIMIT (RL)

SATURATED SOIL BORINGS WERE COMPARED TO NJDEP'S RIDSRs AND RISRS

UNSATURATED SOIL BORINGS WERE COMPARED TO NJDEP'S MGWSRS

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RIDSRS RESIDENTIAL INGESTION–DERMAL EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

RISRS RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

NRIDSRS NON–RESIDENTIAL INGESTION–DERMAL EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

NRISRS NON–RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

SITE SPECIFIC MIGRATION TO GROUNDWATER EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (SS–MGWSRS)

WAS CALCULATED FOR EACH USING NJDEP'S SPLP SPREADSHEET

'#*/#* SS–MGWSRS FOR HISTORIC FILL MATERIAL/ SS–MGWSRS FOP NATIVE MATERIAL

DESIGNED BY: MED
REVIEWED BY: AM
RELEASED BY: AM

DRAFT

MATRIXNEWORLD
Engineering Progress

Matrix New World Engineering, Land Surveying
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Tel: 973-240-1800
Fax: 973-240-1818
www.mnwe.com
NEW JERSEY CERTIFICATE OF AUTHORIZATION No. 24GA27962300

SOIL ANALYTICAL RESULTS
AOC-24

FORMER BARTON PRESS NJDEP PI No. 027166
55 LAKESIDE AVENUE
BLOCK 115, LOTS 15 & 17
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

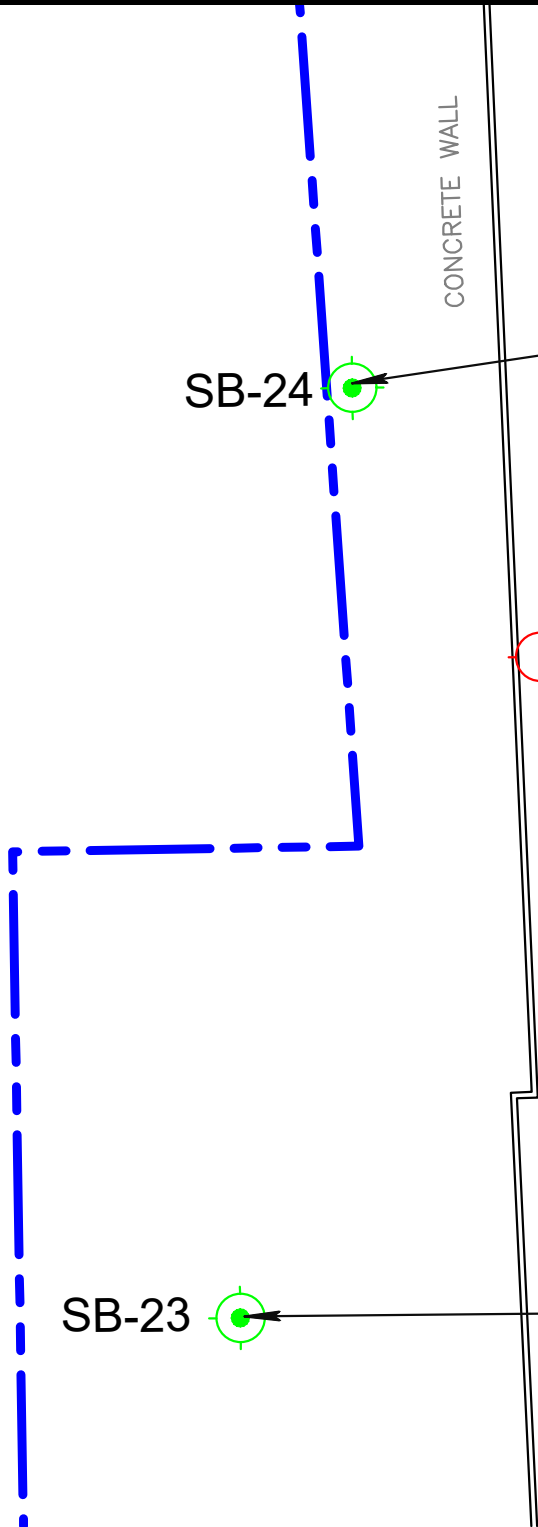
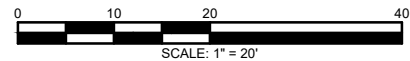
PROJECT NUMBER: 21-1041

SCALE: AS SHOWN

DATE: 6/15/2022

4K

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SB-24

CONCRETE WALL

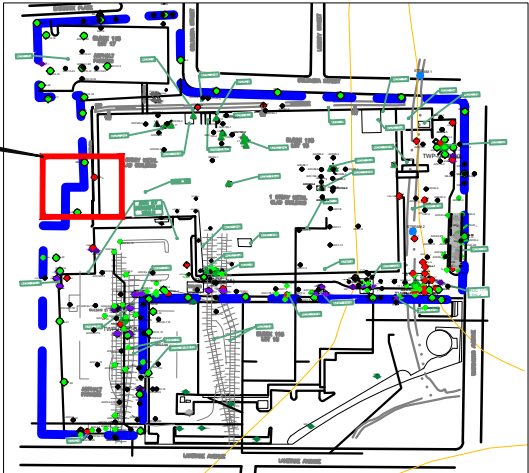
LSN-9

SB-23

SB-24	SB-24
	5/28/2020
	0.5-1'bgs
	Trichloroethene
<0.00074	
Metals	
<SRS	

LSN-9	LSN-9A	LSN-9B
	5/10/2007	5/10/2007
	11-12' bgs	17.5-18' bgs
	Trichloroethene	ND
Metals		NA
NA		NA

SB-23	SB-23
	5/26/2020
	1.5-2'bgs
	Trichloroethene
0.002	
Metals	
<SRS	



KEY MAP
NOT TO SCALE

PARAMETER	NJDEP MGWSRS (mg/kg)	NJDEP RIDSRS (mg/kg)	NJDEP NRIDSRS (mg/kg)	NJDEP RISRS (mg/kg)	NJDEP NRISRS (mg/kg)
Trichloroethene	0.0065	15	79	3	14

LEGEND

- PROPERTY BOUNDARY
- SITE FEATURES
- FORMER SITE FEATURES
- 2007 ECI – SOIL BORING LOCATION
- 2020 WOODARD & CURRAN SOIL BORING LOCATION

NOTES:

ALL ANALYTICAL RESULTS FOR SOIL IN MILLIGRAMS PER KILOGRAMS (mg/kg)

FT. BGS FEET BELOW GROUND SURFACE

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NRISRS NON–RESIDENTIAL INHALATION EXPOSURE PATHWAY SOIL REMEDIATION STANDARDS (MAY 2021)

DESIGNED BY: MED
REVIEWED BY: AM
RELEASED BY: AM

DRAFT

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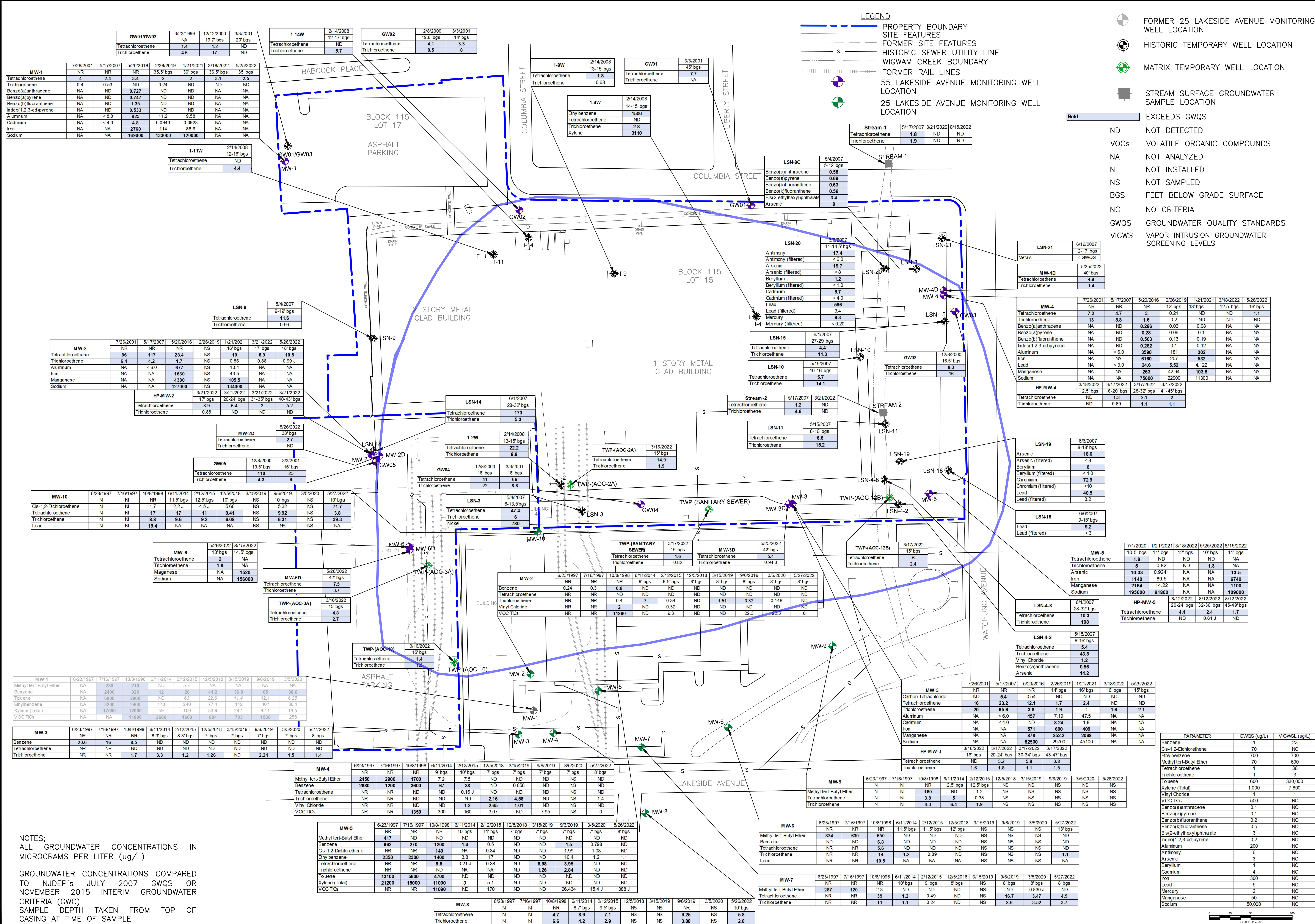
Matrix New World Engineering, Land Surveying
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SOIL ANALYTICAL RESULTS
LSN-9

FORMER BARTON PRESS NJDEP PI No. 027166
55 LAKESIDE AVENUE
BLOCK 115, LOTS 15 & 17
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

PROJECT NUMBER: 21-1041
SCALE: AS SHOWN
DATE: 6/15/2022



20-23
January 10, 2023

**RESOLUTION AUTHORIZING THE COMPETITIVE CONTRACTING PROCESS
FOR INSURANCE BROKERAGE AND OTHER RELATED SERVICES**

WHEREAS, the Township of West Orange (Township) is seeking a vendor for Insurance Brokerage and other related services; and

WHEREAS, the State of New Jersey Office of the State Controller recommends using Competitive Contracting to obtain Insurance Brokerage Services as a Fair and Open process; and

WHEREAS, the cost of these services will exceed the Township bid threshold; and

WHEREAS, under the Local Public Contracts Law N.J.S.A. 40A:11-4.1 competitive contracting may be used by local contracting units in lieu of the standard public bidding process for procurement of specialized goods and services where the price exceeds the bid threshold; and

WHEREAS, the Township meets the criteria of Local Public Contracts Law N.J.S.A. 40a:11-4.1.3 that allows the use of a methodology to rank and evaluate proposals received to not only secure the best price but the best service to suit the Townships needs.

NOW HEREBY BE IT RESOLVED, by the Council of the Township of West Orange, that Competitive Contract Process shall be initiated for the purpose of receiving proposals for Insurance Brokerage and other related services implemented by the Purchasing Agent and a select committee pursuant to the local public contracts law.

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

Tammy Williams
Council President

Adopted: January 10, 2023

RESOLUTION

WHEREAS, the Township of West Orange proposes 2022 Community Development Block Grant (CDBG) project for the Road Rehabilitation of Valley Road- from Freeman Street to Kingsley St. and Road Rehabilitation of Ashwood Terrace and William Street from Franklin Avenue to Main Street; and

WHEREAS, to design and specify these improvements the Township requires the services of a professional engineering firm and land surveying firm; and

WHEREAS, the Township Engineer prepared a Request for Proposals dated November 10, 2022 for these professional design services; and

WHEREAS, the Township Engineer solicited a proposal from five professional engineering and land surveying firms; and

WHEREAS, CME Associates, responded to the Request for Proposal; and

WHEREAS, CME Associates have performed similar work for the Township on several projects and their work quality is very good; and

WHEREAS, by letter dated January 3, 2023 the Township Engineer recommended a professional services contract be awarded to CME Associates, 1460 Route 9 South, Howell, NJ 07731 for a complete bid package including design plans, specifications and bid documents; and

WHEREAS, CME Associates responded to the Township's Request for Qualifications for Professional Services for 2022 and 2023; and

WHEREAS, sufficient funds exist for the services outlined in the proposal of CME Associates; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, New Jersey that a professional services contract be awarded to CME Associates to provide professional engineering and land surveying services for the 2022 Community Development Block Grant Project for the Road Rehabilitation of Valley Road- from Freeman Street to Kingsley St.

and Road Rehabilitation of Ashwood Terrace and William Street from Franklin Avenue to Main Street in the amount of \$46,000.00.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within ten (10) days of its approval as required by State Statute.

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

Tammy Williams
Council President

Adopted: January 10, 2023

I hereby certify funds are available from Account No.: _____
\$46,000.00

John Gross, Chief Financial Officer



TOWNSHIP OF WEST ORANGE

25 Lakeside Avenue, West Orange, New Jersey 07052

DEPARTMENT OF PUBLIC WORKS

Engineering Division

ROBERT PARISI
MAYOR

LEONARD R. LEPORE
Municipal Engineer
Director of Public Works

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

November 10, 2022

Reyna Burger
Suburban Consulting Engineers, Inc.
96 US Highway 206, Suite 101
Flanders, NJ, 07836

RE: **REQUEST FOR PROPOSALS**
2022 COMMUNITY DEVELOPMENT BLOCK GRANTS
ROAD REHABILITATION OF VALLEY RD — FROM FREEMAN ST. TO
KINGSLEY ST.
ROAD REHABILITATION OF ASHWOOD TERRACE AND WILLIAM ST.
FROM FRANKLIN AVENUE TO MAIN STREET

Dear Mrs. Burger,

The Engineering Division of the Department of Public Works for the Township of West Orange requests proposals from firms providing both Civil and Engineering and Land Surveying Services, which are capable of preparing the necessary improvement plans, specifications and bid documents for the following Community Development Block Grant (CDBG) project for 2022:

1. Valley Road, From Freeman St. to Kingsley St.
 - A. Curb and sidewalk repairs;
 - B. From Central Avenue to Kingsley Street Decorative Street lighting through Public Service Enterprise Group (PSE&G) for which Consultant will be responsible for coordinating with PSE&G and incorporating red line diagram in the design for Contractor's responsibility to install footing, conduit, junction boxes and supplying all else in conjunction as necessary for PSE&G to install poles and the primary electric service as necessary;
 - C. Pavement milling and pavement resurfacing

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www.westorange.org

- D. Pavement striping
 - E. New traffic signs as necessary
 - F. Shade trees as necessary
 - G. Drainage structures repairs with new frames, grates, curb pieces as necessary. Repair existing drainage structures as necessary
 - H. New manhole castings, frames and covers as necessary. Repair existing manholes as necessary
 - I. Curb ramps as necessary
2. Ashwood Terrace (entire length) and William Street from Franklin Ave. to Main St.
- A. Curb and sidewalk repairs;
 - B. Pavement milling and pavement resurfacing
 - C. Pavement striping
 - D. New traffic signs as necessary
 - E. Shade trees as necessary
 - G. Drainage structures repairs with new frames, grates, curb pieces as necessary. Repair existing drainage structures as necessary
 - G. New manhole castings, frames and covers as necessary. Repair existing manholes as necessary
 - H. Curb ramps as necessary

Tax Maps of the streets and project are enclosed.

The cost of services shall be for a complete design and two (2) separate bid packages including cost estimates, plans, specifications and bid documents (twenty copies for each) for bidding purposes including detour plans. All plan specifications and bid documents shall be in conformance with the latest New Jersey Department of Transportation specifications. Proposals shall be on a lump sum basis. Hourly rates shall be submitted with all proposals for any additional work.

It is the intent of this office to advertise for bids by Spring 2023 with construction in Summer and Fall 2023. Proposals shall be submitted in writing on or before 10:00 A.M. Monday, November 28, 2022 to the Department of Public Works, 25 Lakeside Avenue, West Orange, NJ 07052 and shall include a specified completion date or number of days required for completion of the work after approval is granted to proceed. Also, evidence of proper insurance shall be submitted for approval by the Township Attorney.

Since funding is provided by the Community Development Block program of the US Department of Housing and Urban Development and administered by the Essex County Division of Housing and Community Development, the bid documents must be approved by the County and comply and include the latest Meeting Federal Labor Standards for CDBG Funded Projects, a copy of the contract or contracts between the County and Township and Federal and State Wage Rates.

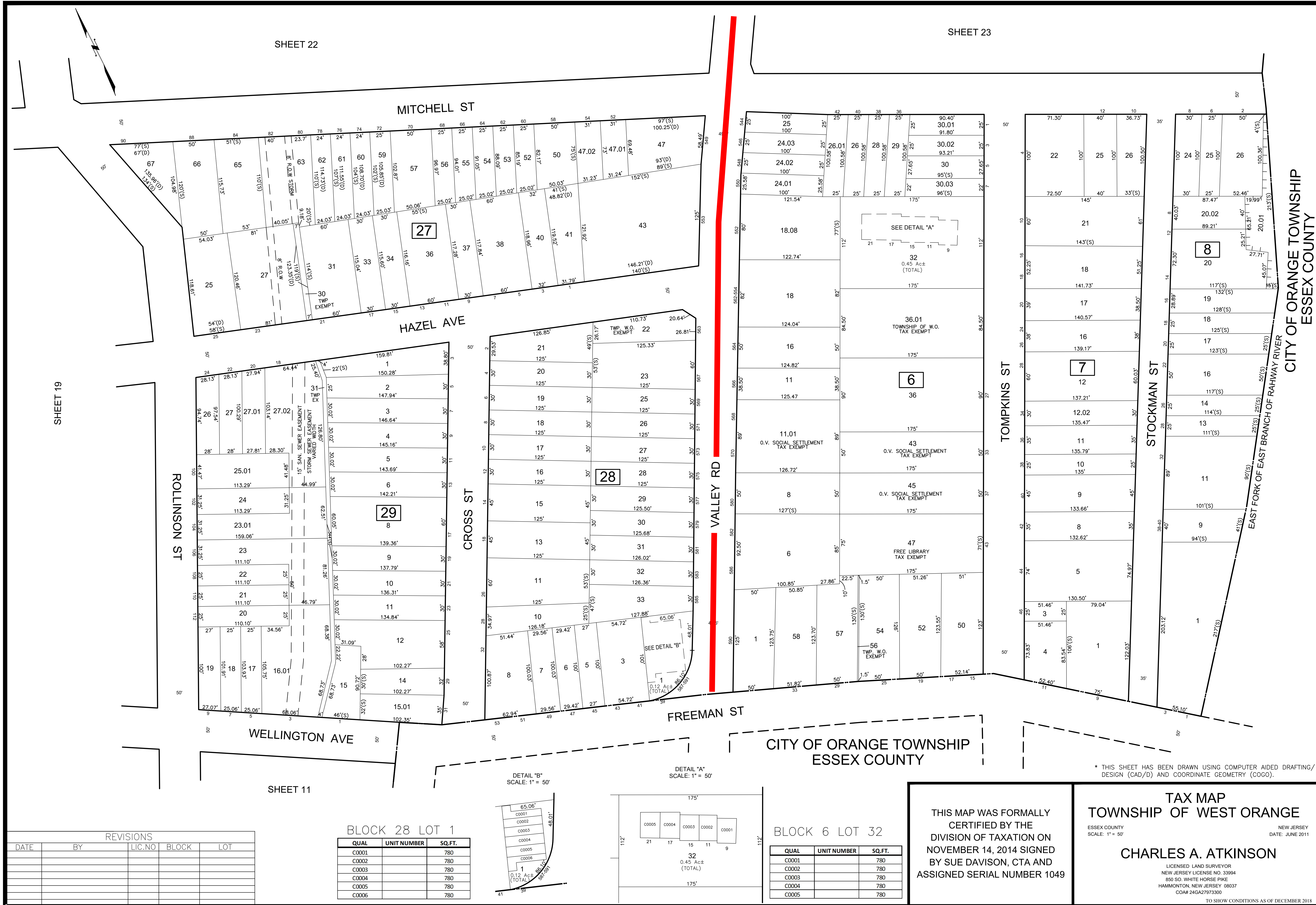
A separate proposal for construction inspection and certificates of completion should also be included if available from your firm.

Very Truly yours,

Leonard R. Lepore

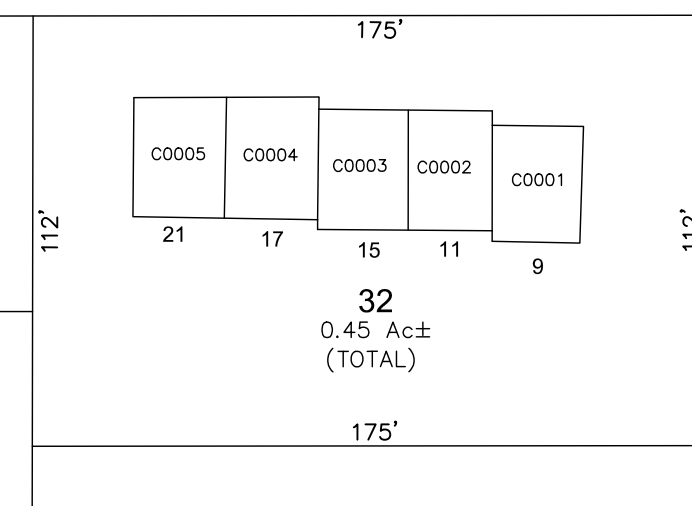
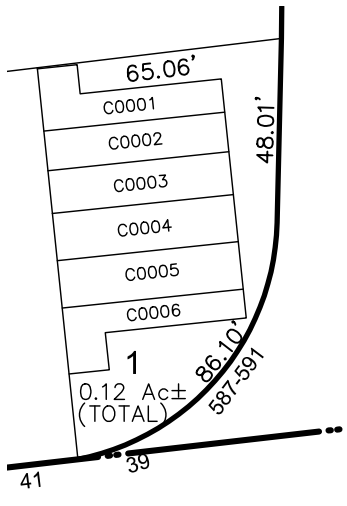
Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/zyc



REVISIONS				
DATE	BY	LIC.NO	BLOCK	LOT

QUAL	UNIT NUMBER	SQ.FT.
C0001	780	780
C0002	780	780
C0003	780	780
C0004	780	780
C0005	780	780
C0006	780	780



QUAL	UNIT NUMBER	SQ.FT.
C0001	780	780
C0002	780	780
C0003	780	780
C0004	780	780
C0005	780	780

THIS MAP WAS FORMALLY
CERTIFIED BY THE
DIVISION OF TAXATION ON
NOVEMBER 14, 2014 SIGNED
BY SUE DAVISON, CTA AND
ASSIGNED SERIAL NUMBER 1049

TAX MAP
TOWNSHIP OF WEST ORANGE

ESSEX COUNTY
SCALE: 1" = 50'

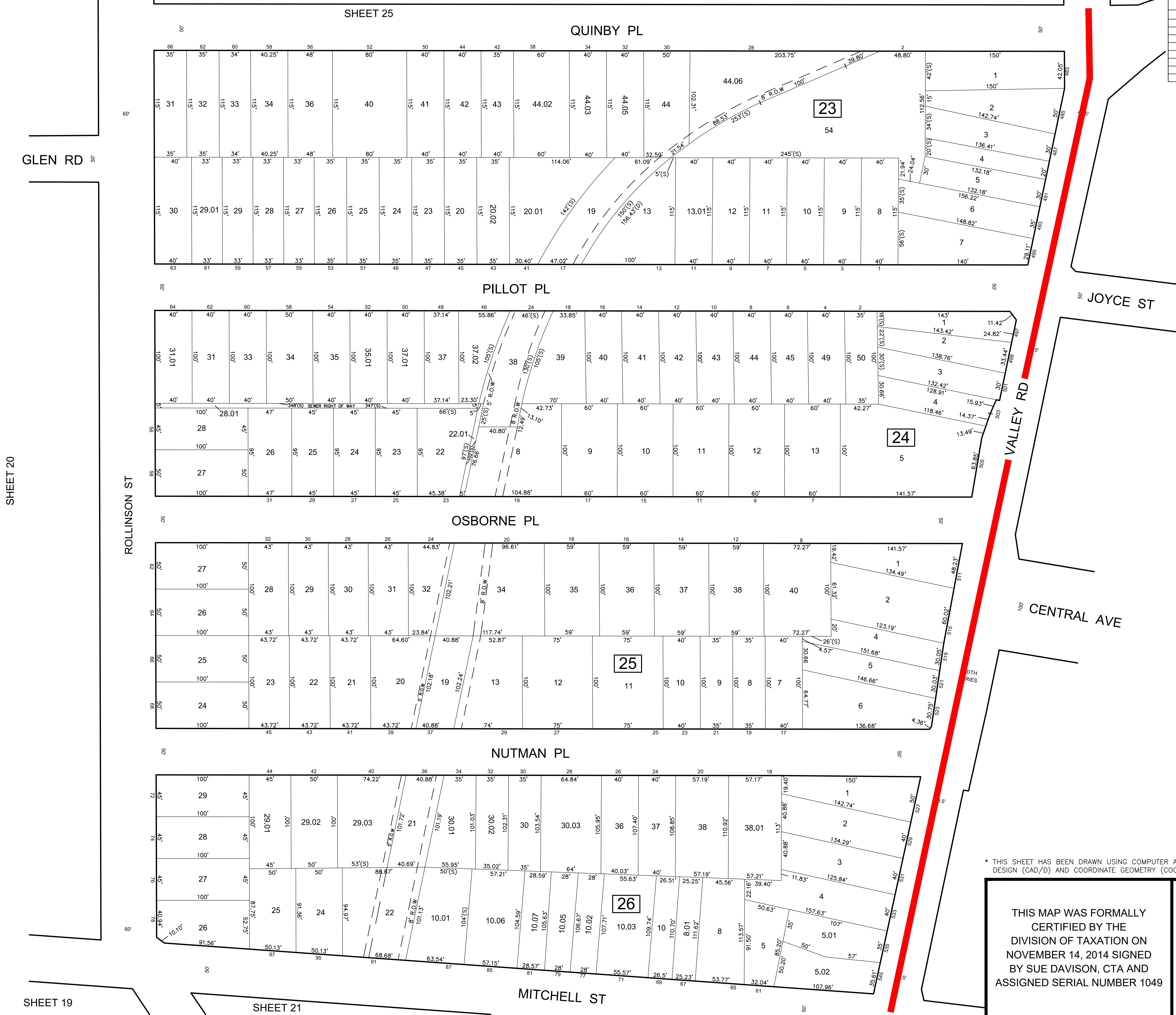
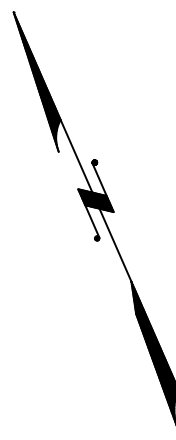
NEW JERSEY
DATE: JUNE 2011

CHARLES A. ATKINSON

LICENSED LAND SURVEYOR
NEW JERSEY LICENSE NO. 33994
850 SO. WHITE HORSE PIKE
HAMMONTON, NEW JERSEY 08037
COA# 24GA27973300

TO SHOW CONDITIONS AS OF DECEMBER 2018

REVISIONS				
DATE	BY	LIC.NO	BLOCK	LOT



* THIS SHEET HAS BEEN DRAWN USING COMPUTER AIDED DRAFTING/
DESIGN (CAD/D) AND COORDINATE GEOMETRY (COGO).

THIS MAP WAS FORMALLY
CERTIFIED BY THE
DIVISION OF TAXATION ON
NOVEMBER 14, 2014 SIGNED
BY SUE DAVISON, CTA AND
ASSIGNED SERIAL NUMBER 1049

TAX MAP

TOWNSHIP OF WEST ORANGE

ESSEX COUNTY
SCALE: 1" = 50'

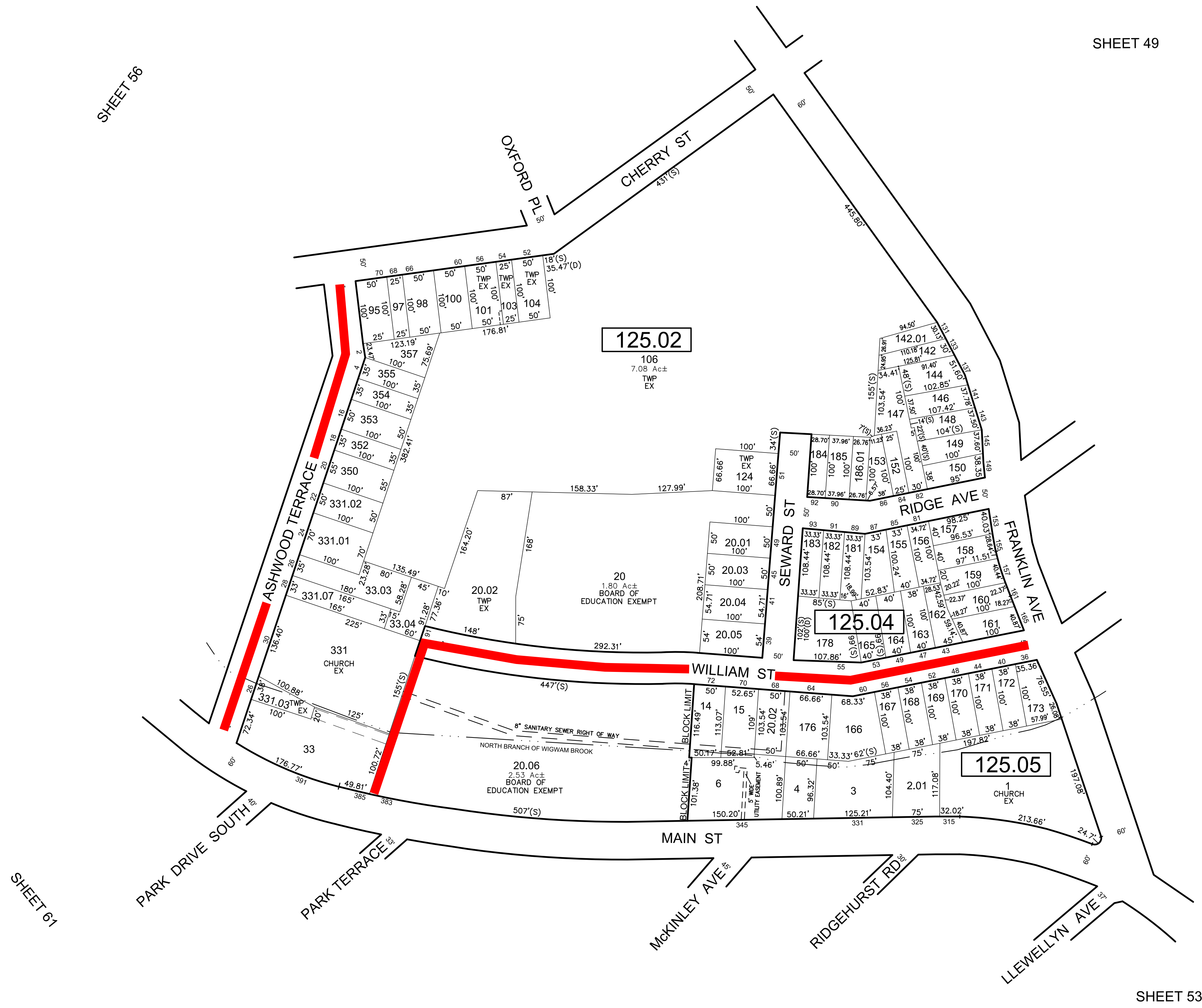
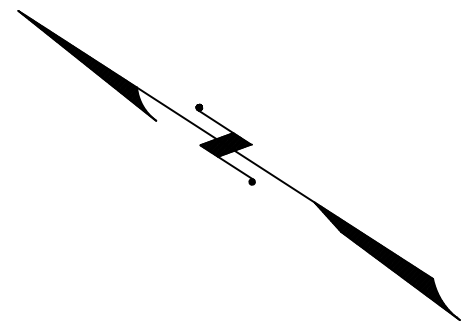
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NEW JERSEY LICENSE NO. 33994
850 SO. WHITE HORSE PIKE
HAMMONTON, NEW JERSEY 08037
COA# 24GA27973300

TO SHOW CONDITIONS AS OF DECEMBER 2018

REVISIONS				
DATE	BY	LIC. NO	BLOCK	LOT



* THIS SHEET HAS BEEN DRAWN USING COMPUTER AIDED DRAFTING/DESIGN (CAD/D) AND COORDINATE GEOMETRY (COCO).

THIS MAP WAS FORMALLY
CERTIFIED BY THE
DIVISION OF TAXATION ON
NOVEMBER 14, 2014 SIGNED
BY SUE DAVISON, CTA AND
ASSIGNED SERIAL NUMBER 1049

TAX MAP
TOWNSHIP OF WEST ORANGE

ESSEX COUNTY
SCALE: 1" = 100'

NEW JERSEY
DATE: JUNE 2011

CHARLES A. ATKINSON

LICENSED LAND SURVEYOR
NEW JERSEY LICENSE NO. 33994
850 SO. WHITE HORSE PIKE
HAMMONTON, NEW JERSEY 08037
COA# 24GA27973300

TO SHOW CONDITIONS AS OF DECEMBER 2018

55



November 28, 2022

Township of West Orange
Department of Public Works
25 Lakeside Avenue
West Orange, New Jersey 07052

Attn.: Leonard R. Lepore, Municipal Engineer
Director of Public Works

Re.: Township of West Orange, County of Essex, State of New Jersey
Professional Civil Engineering Services
2022 Community Development Block Grants
Road Rehabilitation of Valley Road – From Freeman Street to Kingsley Street
Road Rehabilitation of Ashwood Terrace and William Street from Franklin Avenue to Main Street
Engineering Design and Bid Phase Services
Our File No.: Proposal SCE-P13368.011

Dear Mr. Lepore:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following proposal for Civil Engineering to the Township of West Orange (Township) for 2022 Community Development Block Grants - Road Rehabilitation of Valley Road – From Freeman Street to Kingsley Street; Road Rehabilitation of Ashwood Terrace and William Street from Franklin Avenue to Main Street. SCE has thoroughly reviewed the Request for Proposal dated November 10, 2022, and the provided information regarding the project.

It is understood the total length of 2022 Street Improvements is 3,920 Linear Feet (LF) within various rights-of-way. Our proposal includes all work required to provide a complete design and bid package including cost estimates, plans, and specifications (twenty (20) copies each) for bidding purposes, and detour plans.

SCE understands this project will be funded through a Community Development Block Grant. All plans, specifications, and bid documents will be in conformance with the latest New Jersey Department of Transportation (NJDOT) specifications. All services for this project will be overseen by a State of New Jersey licensed Professional Engineer (PE).

Our scope of services for this project is further outlined below.



Scope of Services

1. Valley Road from Freeman Street to Kingsley Street

▪ Design

SCE will provide the Township with the necessary plans and specifications for the Improvements and Resurfacing of Valley Road. The complete design will provide for curb and sidewalk repairs (where necessary), driveway and walkway adjustments (where necessary), catch basin and manhole rebuilding with new castings, pavement millings, full depth asphalt pavement repair (where necessary), and pavement resurfacing as listed above. It is our understanding that where a concrete base is present and identified to SCE, milling, leveling, and pavement fabric is required. All plans and specifications will be in conformance with the latest NJDOT specifications.

SCE also understands that from Central Avenue to Kingsley Street, decorative street lighting through Public Service Enterprise Group (PSE&G) is being proposed. SCE will be responsible for coordinating with PSE&G and incorporating red line diagram in the design.

It is understood that for this project, the Township requires a minimal plan for each street using Tax Maps or planimetric and topographic maps (to be provided by the Townships Engineer). ***As aeriels will be utilized for base mapping, surveying services have been excluded from this proposal.***

Upon award of a Professional Services Contract, SCE will walk each street with the Township Engineer to discuss the specific improvements needed on that street and how certain conditions will be treated.

▪ Bid Phase Services

SCE will assist the Township with advertisement and procurement of bids. As part of these services, SCE will prepare a Notice to Bidders for publication by the Township, provide twenty (20) sets of bid documents for prospective bidders, answer any questions from prospective bidders, provide any addenda, if necessary, participate in the virtual bid opening and provide a summary of bids and recommendation of award letter to the Township.



2. Ashwood Terrace (entire length) and William Street from Franklin Avenue to Main Street

▪ Design

SCE will provide the Township with the necessary plans and specifications for the Improvements and Resurfacing of Ashwood Terrace and William Street. The complete design will provide for curb and sidewalk repairs (where necessary), driveway and walkway adjustments (where necessary), catch basin and manhole rebuilding with new castings, pavement millings, full depth asphalt pavement repair (where necessary), and pavement resurfacing as listed above. It is our understanding that where a concrete base is present and identified to SCE, milling, leveling, and pavement fabric is required. All plans and specifications will be in conformance with the latest NJDOT specifications.

It is understood that for this project, the Township requires a minimal plan for each street using Tax Maps or planimetric and topographic maps (to be provided by the Townships Engineer). ***As aeriels will be utilized for base mapping, surveying services have been excluded from this proposal.***

Upon award of a Professional Services Contract, SCE will walk each street with the Township Engineer to discuss the specific improvements needed on that street and how certain conditions will be treated.

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Reimbursable Expenses

Anticipated reimbursable expenses for this project are included in the total fee outlined below. Additional expenses will be billed on a time and material basis in accordance with the Fee Structure provided below. Reimbursable expenses may include mileage, parking and tolls, overnight postage, messenger fees, and printing expenses.



Fee Proposal

SCE proposes to provide the above referenced scope of services for the following fees. Invoicing for this project will summarize services provided in accordance with the Total Project fee limit indicated below.

1. Valley Road from Freeman Street to Kingsley Street		
▪ Engineering Design	\$	16,350
▪ Bid Phase Services	\$	5,370*
2. Ashwood Terrace (entire length) and William Street from Franklin Avenue to Main Street		
▪ Engineering Design	\$	14,350
▪ Bid Phase Services	\$	5,370*
TOTAL LUMP SUM FEE		\$ 41,440

**Includes twenty (20) Sets of Plans & Specifications including bid documents and contract agreements (\$75 per set).*

Project Schedule

We are prepared to commence services within two (2) weeks of authorization to proceed and receipt of signed proposal.

Services Not Included Unless Authorized

It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Services and items which have not been included or made part of this proposal include but are not limited to the following:

- Surveying services & unit charges
- Construction Stakeout
- Boundary & topographic survey
- Owner initiated changes
- Excavation and boring equipment services and restoration
- Geotechnical investigations & soil testing and analysis
- Traffic studies
- Review agency required revisions
- Soil Erosion & Sediment Control Plans, permits, application, and/or fees

Fee Structure

SCE will utilize the following fee structure for all tasks where fee is estimated and for any additional work authorized by Client or for Client-initiated revisions. It should be



noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Additional services and items may be determined to be required during the course of the project that have not been included in this cost proposal.

Revisions to address any review agency comments that develop during the review process are typically required to obtain approvals. SCE is not able to predict the course of action necessary to address such comments at this time. All costs associated with addressing the review agency comments will be invoiced in accordance with the fee structure on a time and material basis.

- Principal/Project Officer \$175/hour
- Senior Project Manager \$173/hour
- Project Manager \$168/hour
- Senior Project Licensed Professional \$162/hour
- Project Licensed Professional \$155/hour
- Licensed Professional \$148/hour
- Senior Project Coordinator \$162/hour
- Project Coordinator \$160/hour
- Senior Designer/Senior Survey Analyst \$136/hour
- Designer/Survey Analyst \$128/hour
- Senior Environmental Scientist \$133/hour
- Environmental Scientist \$128/hour
- Senior Project GIS Analyst \$148/hour
- Project GIS Analyst \$138/hour
- GIS Analyst \$133/hour
- Senior GIS Technician \$123/hour
- GIS Technician \$113/hour
- Senior GIS Project Coordinator \$138/hour
- GIS Project Coordinator \$133/hour
- Senior Inspector \$123/hour
- Inspector \$113/hour
- Senior Technician \$118/hour
- Technician \$108/hour
- Project Administrator \$123/hour
- Administrative Support \$68/hour
- Equipment Unit Cost
 - Unmanned Aerial Systems / Remotely Operated Vehicle \$150/hour
 - Robotic/LiDAR \$50/hour
 - GPS \$25/hour
- LSRP (Licensed Site Remediation Professional) Services Unit Cost
 - For any environmental services requiring LSRP oversight and certification, a \$25/hour unit cost will be included in addition to the hourly rate for roles above.



- Any actual disbursements and expenses which we incur on your behalf, such as subconsultant fees, application/permit fees, delivery charges, parking, printing and toll charges will be billed at actual cost-plus 15 percent.
- Mileage will be billed in accordance with federal prevailing wage.

Standard Contract Terms & Conditions

In accordance with the above information, Client agrees to the following:

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Suburban Consulting Engineers, Inc. (SCE) for convenience or cause. SCE may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until SCE has been paid in full all amounts due for services, expenses and other related charges.

Hazardous Environmental Conditions

It is acknowledged by both parties that SCE's Scope of Services does not include any services related to the remediation at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that SCE is performing professional services for Client and SCE is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

Ownership of Documents

All documents prepared or furnished by SCE pursuant to this Agreement are instruments of SCE's professional service, and SCE shall retain an ownership and property interest therein. SCE grants Client a license to use instruments of SCE's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without SCE's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold SCE harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Indemnification

To the fullest extent permitted by law, Client and SCE each agree to indemnify the other party and the other party's officers, directors, partners, employees and representatives, from and against losses, damages and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees or sub-consultants in



the performance of services under this Agreement. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of Client and SCE, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Dispute Resolution

Client and SCE agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

Use of Electronic Media

Documents that may be relied upon by Client are limited to those that are signed or sealed by SCE. Unsigned files in electronic media format or text, data, graphic or other types that are furnished by SCE to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, SCE makes no representations as to long-term compatibility, usability or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by SCE at the beginning of this assignment.

Bid Phase Services

If this Agreement provides for any bid phase services by SCE, it is understood that any bid phase services described herein are associated with one (1) contract and one (1) bid period. Should the Client direct the project to be bid and constructed under multiple contracts, or should the bid process fail to result in a successful contract award requiring the need to rebid the project, SCE's services associated with multiple contracts or re-bidding any contract (original or revised) will be offered under a contract amendment to SCE's scope of services.

Construction Phase Services

If this Agreement provides for any construction phase services by SCE, it is understood that the Contractor, not SCE, is responsible for the construction of the project, and that SCE is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. It is the Owner's responsibility to advise their contractor of these terms.



Opinions of Cost

When included in SCE's Scope of Services, opinions or estimates of probable construction cost are prepared on the basis of SCE's experience and qualifications and represent SCE's judgment as a professional generally familiar with the industry. However, since SCE has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SCE cannot and does not guarantee that proposals, bids or actual construction cost will not vary from SCE's opinions or estimates of probable construction cost.

Professional Responsibility

SCE represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representation to Client, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. For any damage caused by professional negligence including errors, omissions or other professional acts, including unintentional breach of contract by SCE, its employees, agents or subcontractors, SCE's liability and that of its employees, agents and subcontractors is limited to SCE's total compensation paid under the contract. In no event shall either Client or SCE be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

Right of Entry

Client grants to SCE, and, if a project site is not owned by Client, warrants that permission has been granted for a right of entry from time to time by SCE, its employees, agents and subcontractors upon the project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter existing site conditions and affect the environment in the area being studied.

Statute of Limitations

The parties agree that any action relating to an alleged breach of the Agreement shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

Billing Schedule

Invoices will be provided monthly based on the Fee Proposal referenced above. Payment is due within fifteen (15) days from receipt of invoice. A 1-1/2 percent per



month late charge will be applied for all past due invoices. Amounts not paid when due may be referred for collection and mechanic's lien rights may be exercised, with all costs, including reasonable attorney fees, charged to client. Both parties understand that work will be stopped if account is not current; deliverables will not be furnished if account is past due.

For approved Estimated Fees, time spent will be invoiced on an hourly basis up to the contract amount and will reflect employee time charges including comments for services performed. In the event we anticipate exceeding the approved fees, we will contact the Client for authorization to proceed. If the Client elects not to proceed, we will invoice for services completed to date.

For approved Lump Sum Fees, invoices will reflect a percent complete and will not include employee time or expense details. Each invoice will be prepared to reflect work completed to date on the project.

If this proposal meets with your approval, please sign below and return one (1) copy to my office. Alternatively, if a purchase order is to be issued, please reference the SCE proposal number (SCE-P13368.011) and date in order to properly document authorization. We shall consider an appropriately executed copy of this letter or purchase order as our formal contract and authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. If you have any questions regarding this proposal, please do not hesitate to contact me.

Very truly yours,

SUBURBAN CONSULTING ENGINEERS, INC.

By: 
Erin B. Abline, PE, CME, CFM, Assistant Corporate Secretary
Principal/ Municipal & Land Development Department Manager

Accepted this _____ Day of _____ 20____

By: _____

_____ (Printed Name & Title)

Enclosures

Proof of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dale Group PO Box 6 Florham Park NJ 07932	CONTACT NAME: Tina Taran	
	PHONE (A/C, No, Ext): 973-377-7000 FAX (A/C, No): 973-377-4614	
	E-MAIL ADDRESS: tinat@dalegroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Continental Casualty Company	20443
	INSURER B: National Fire & Marine Insurance Company	20079
	INSURER C: Valley Forge Insurance Company	20508
	INSURER D: Continental Insurance Company Of New Jersey	42625
	INSURER E: HSB Specialty Insurance Company	14438
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1784385551**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	7018338493	2/24/2022	2/24/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	7018333701	2/24/2022	2/24/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y	Y	7018338493	2/24/2022	2/24/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7018333715	2/24/2022	2/24/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			AEH004316497	2/24/2022	2/24/2023	Claim/Occurrence \$5,000,000
D	Pollution Liability			AEH004316497	2/24/2022	2/24/2023	Aggregate \$5,000,000
E	Cyber Liability			660757102	2/24/2022	2/24/2023	Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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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

TIM W. GILLEN, PE, PP, CME (1991-2019)
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
JOHN J. HESS, PE, PP, CME

November 28, 2022

Via Electronic (Engineering@westorange.org) & 1st Class Mail

Township of West Orange
Department of Public Works
25 Lakeside Avenue
West Orange, NJ 07052

Attn: Leonard R. Lepore, Municipal Engineer
Director of Public Works

**Re: Proposal for Construction Management Services
2022 Community Development Block Grant
Road Rehabilitation of Valley Road – From Freeman St. to Kingsley St.
Road Rehabilitation of Ashwood Terrace and William St. from Franklin Avenue
Avenue to Main Street
West Orange, Union County, New Jersey
Proposal No.: 2022-299**

Dear Mr. Lepore:

CME Associates is pleased to present our proposal for the design (Civil Engineering and Land Surveying Services) permitting and bid phase services for the above referenced project for the preparation of construction plans, specifications and bid documents for the NJDOT Municipal Aid Grant funded project. Based on the request for proposal our office received, it is our understanding these services will include the reconstruction of the following roadways:

1. Valley Road, From Freeman Street to Kingsley Street

- A. Curb and Sidewalk repairs
- B. From Central Avenue to Kingsley Street Decorative Street lighting through Public Service Enterprise Group (PSE&G) for which Consultant will be responsible for coordinating with PSE&G and incorporating red line diagram in the design for Contractor's responsibility to install footing, conduit, junction boxes and supplying all else in conjunction as necessary for PSE&G to install poles and the primary electric service as necessary;
- C. Pavement milling and pavement resurfacing
- D. Pavement striping
- E. New traffic signs as necessary
- F. Shade trees as necessary
- G. Drainage structures repairs with new frames, grates, curb pieces as necessary.
Repair existing drainage structures as necessary



Leonard R. Lepore, Municipal Engineer
Township of West Orange

November 28, 2022
Our File No. 2022-299

RE: Valley Road – From Freeman St. to Kingsley St.
Ashwood Terrace and William St. from Franklin Avenue to Main Street

- I. Curb ramps as necessary
2. Ashwood Terrace (entire length) and William Street from Franklin Avenue to Main Street.
 - A. Curb and sidewalk repairs;
 - B. Pavement milling and pavement resurfacing
 - C. Pavement striping
 - D. New traffic signs as necessary
 - E. Shade trees as necessary
 - F. Drainage structures repairs with new frames, grates, curb pieces as necessary.
Repair existing drainage structures as necessary
 - G. New manhole castings, frames and covers as necessary. Repair existing manholes
as necessary
 - H. Curb ramps as necessary

With this being said, we anticipate the following scope of services:

PHASE I – SURVEYING AND BASE MAP PHASE

Work in this phase will include preparation of base mapping for use in the design of the construction plans. Our survey work will include detailed field survey information of the included roadways including establishing 1 foot contours in NAVD 88 datum. The field survey will locate all existing visible surface features such as curb, sidewalk, trees, mailboxes, street signs, shrubs, pavement markings, utility poles, street lights, hedges, fences, landscaped areas, drainage leader connections and driveways within the street right-of-way. We will also provide location of utilities, as listed below, where necessary and items within the project limits and 10' behind curbs. This information will be utilized as the base map for the project construction plans. Approximate property lines will be established utilizing located property markers and tax map information.

While preparing the above referenced survey/base map and upon completion, the following tasks will be included:

1. The preparation of a base survey showing all existing improvements along the roadways within right-of-way with a 25-foot overlap and easement areas.
2. Location of all existing physical surface features such as curb, sidewalk, trees, mailboxes, street signs, shrubs, pavement markings, utility poles, street lights, hedges, fences, landscaped areas, drainage leader connections and driveways within the street right-of-way/easement will be provided.



Leonard R. Lepore, Municipal Engineer
Township of West Orange

November 28, 2022
Our File No. 2022-299

RE: Valley Road – From Freeman St. to Kingsley St.
Ashwood Terrace and William St. from Franklin Avenue to Main Street

3. As described above, datum NAVD88 shall be used for all vertical control, along with the use of NAD83 for all horizontal control.
4. The preparation of survey data based on the appropriate datum and three (3) vertical bench marks will be provided evenly spaced throughout the project.

PHASE II – DESIGN PHASE

The work in this phase will involve but not be limited to the following:

1. Prepare construction plans and construction cost estimates. Construction Plans will consist of the following:
 - i. Cover Sheet
 - ii. General Notes and Distribution of Quantities
 - iii. Overall Location Plan
 - iv. Construction Plans
 - v. Drainage and Grading Plan
 - vi. Curb Ramp Grading Plan
 - vii. Traffic Striping and Signage Plan
 - viii. Traffic Control Plan and Details
 - ix. Construction Details
2. Prepare contract documents and specifications required for public bid in accordance with the New Jersey Local Public Contracts Law. Detailed specifications will be provided for the items to be included in the contract, along with an outline of the project. Twenty (20) sets of contract documents will be provided.

Soil Conservation Permit

Since the extent of site disturbance is expected to exceed 5,000 square feet, the work in this phase will involve the preparation of the necessary application to the Hudson, Essex, Passaic Soil Conservation District for a Soil Erosion and Sediment Control permit. The cost of application permit fees will be the responsibility of the Township.



Leonard R. Lepore, Municipal Engineer
Township of West Orange

November 28, 2022
Our File No. 2022-299

RE: Valley Road – From Freeman St. to Kingsley St.
Ashwood Terrace and William St. from Franklin Avenue to Main Street

Summary of Fee Estimates

We will provide the necessary engineering services as described above based upon the following lump sum fee amounts:

– Phase I – Surveying and Base Map Phase	\$22,000.00
– Phase II – Design Phase	\$24,000.00
Total Lump Sum Fee	\$46,000.00

We anticipate completing the contract documents in three months from the time of authorization.

Exceptions:

- Construction Phase Services are not included at this time. Should these services be required by the Township, our office requests the opportunity to provide a fee for same.
- It is recommended that pavement cores be prepared prior to the design to identify locations where full pavement depth reconstruction is required. Our office has included in our fee obtaining quotes for pavement cores which would be authorized separately by the Township.
- Construction Stake Out is not included in this scope of services. Should same be required, our office requests the opportunity to provide a fee for same.
- Any work not specified as listed in the above phases shall be considered additional services and will be invoiced at the time said work is authorized by the Township.

Should this fee estimate meet your approval, please provide our office with a professional services agreement or resolution as an indication of the work to proceed. In the meantime, should you have any questions concerning this matter, please do not hesitate to contact this office.

Very truly yours,

CME Associates

Trevor J. Taylor, PE, PP, CME
Principal

TT: pv

Cc: Zayibeth Carballo, PE, LS
Tina Benevento
Andrea Zeligman

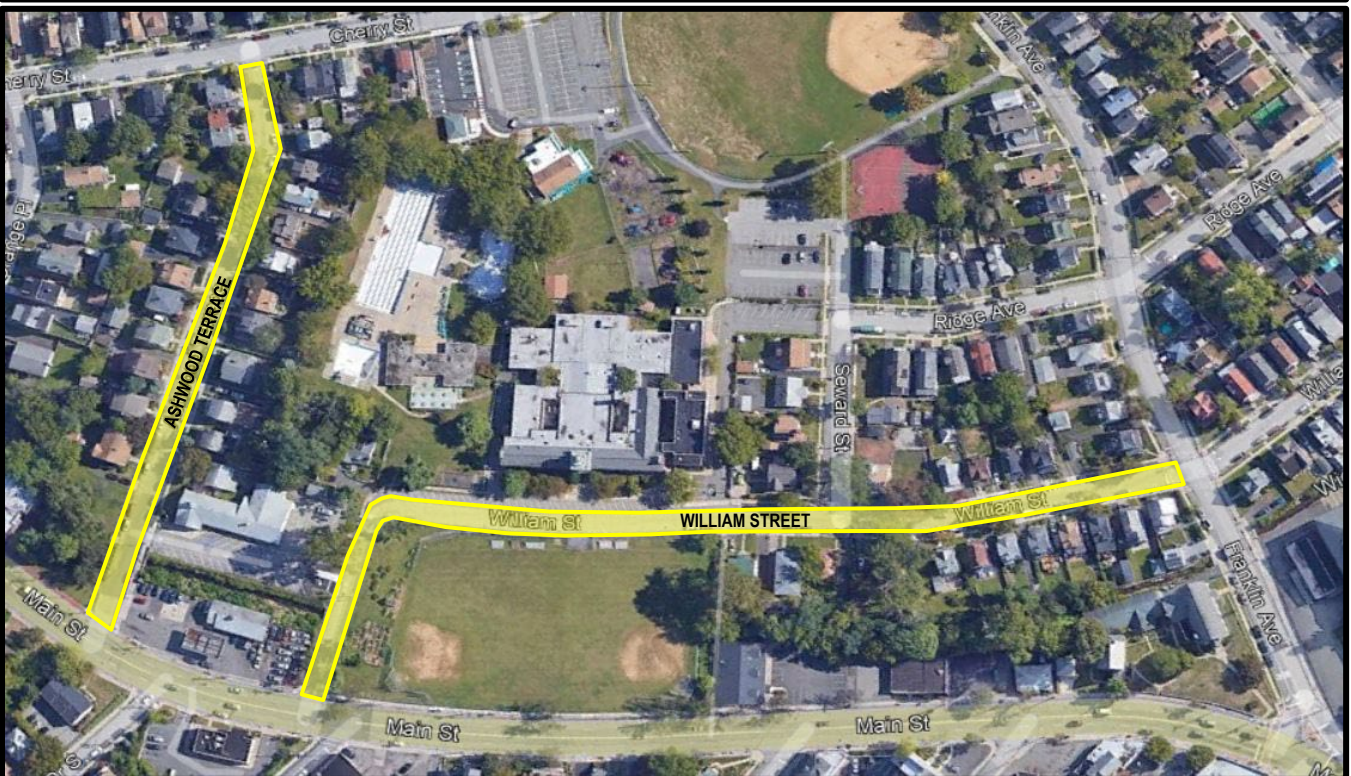
PROPOSAL FOR PROFESSIONAL ENGINEERING & SURVEYING SERVICES

2022 COMMUNITY DEVELOPMENT BLOCK GRANTS

Valley Road – From Freeman Street to Kingsley Street
Ashwood Terrace and William Street – From Franklin Avenue to Main St.

WEST ORANGE TOWNSHIP, ESSEX COUNTY, NJ

November 28, 2022



Greenman-Pedersen, Inc.

ENGINEERING | SURVEYING | PLANNING | CONSTRUCTION MANAGEMENT

301 Gibraltar Drive – Suite 2A
Morris Plains, NJ 07950

973-377-8500
www.gpinet.com

GPI

ORIGINAL

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Section 2 - Personnel Assignments

Section 3 - Project Schedule

Section 4 - Sample Insurance Certificate

November 28, 2022

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

- RE: Response to Request for Proposals for Professional Engineering and Surveying Services
2022 Community Development Block Grants
- Road Rehabilitation of Valley Road – From Freeman Street to Kingsley Street
 - Road Rehabilitation of Ashwood Terrace and William Street – From Franklin Avenue to Main Street

Dear Mr. Lepore:

Greenman-Pedersen, Inc. is interested in performing Professional Engineering and Surveying Services, and is available to provide Construction Inspection services, all as outlined in your November 10, 2022 Request for Proposals. We have performed similar services for the Township of West Orange and are cognizant of the need for the Township's satisfaction with the technical quality of this project, while considering budget constraints.

We understand that the project is financed with Community Development Block Grant (CDBG) monies and that the bid documents will require approval by Essex County. We are quite familiar with this process, having performed other CDBG projects in the past.

We understand the Township intends to advertise for bids on this project by Spring 2023 with construction in Summer and Fall 2023. We will work with you to achieve this goal.

Our December 21, 2021 Qualifications Statement submitted to the Township demonstrates that our experienced staff have the expertise necessary to accomplish the project.

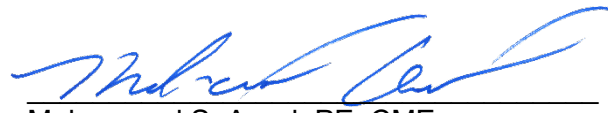
Enclosed please find our Proposal to Provide Professional Engineering and Surveying Services for your review, dated November 28, 2022.

We are pleased to have this opportunity to be of continued service to the Township of West Orange and hope you will find our proposal favorable. We would be happy to provide additional information or assistance as your needs dictate. My direct line is (973) 434-8349.

Very truly yours,



Andrew Cangiano, PE, PP
Director of Engineering – Morris Plains Office



Muhammed S. Assal, PE, CME
Project Manager

AC/rem

m:\proposal\msa\west orange\2022 cdbg valley rd and ashwood terr & william st\2022 cdbg valley ashwood & william.docx

SECTION 1

Scope of Services / Fee Schedule

Greenman-Pedersen, Inc. (GPI) understands that the Township of West Orange requires engineering, surveying, and construction management services necessary for the **Valley Road, Ashwood Terrace and William Street Improvements**. Throughout the firm's 56-year history, we have provided capital improvement project design to dozens of New Jersey municipalities. We have also served as the municipal engineer for various municipalities throughout the firm's existence. We are very experienced in providing road reconstruction design, plans, specifications and contract documents of a professional nature in a cost effective and timely manner.

We recommend commencing our work with a start-up meeting. This will allow us to understand your concerns and can advance the project in an expeditious manner.

Professional services will include a complete design and two (2) separate bid packages as requested in the RFP; one (1) bid package for Valley Road and a separate package for Ashwood Terrace and William Street. Each bid package will include a cost estimate, plans and specifications (twenty copies each) for bidding purposes.

We have reviewed the proposed tasks contained in the RFP and we believe we have a clear understanding of the goals of each project as follows:

Valley Road, From Freeman Street to Kingsley Street

- A. Curb and sidewalk replacement.
- B. From Central Avenue to Kingsley Street Decorative Street lighting through Public Service Enterprise Group (PSE&G) for which Consultant will be responsible for coordinating with PSE&G and incorporating red line diagram in the design for Contractor's responsibility to install footing, conduit, junction boxes and supplying all else in conjunction as necessary for PSE&G to install poles and the primary electric service as necessary.
- C. Pavement milling and pavement resurfacing.
- D. Pavement striping.
- E. New traffic signs as necessary.
- F. Shade trees as necessary.
- G. Drainage structures repairs with new frames, grates, curb pieces as necessary. Repair existing drainage structures as necessary.
- H. New manhole castings, frames and covers as necessary. Repair existing manholes as necessary.
- I. Curb ramps as necessary.

The total length of this project is approximately 1,850 linear feet.

Ashwood Terrace (Entire Length) and William Street, From Franklin Avenue to Main Street

- A. Curb and sidewalk repairs.
- B. Pavement milling and pavement resurfacing.
- C. Pavement striping.
- D. New traffic signs as necessary.
- E. Shade trees as necessary.
- F. Drainage structures repairs with new frames, grates, curb pieces as necessary. Repair existing drainage structures as necessary.
- G. New manhole castings, frames and covers as necessary. Repair existing manholes as necessary.
- H. Curb ramps as necessary.

The total length of this project is approximately 1,980 linear feet.

DESIGN SERVICES

A. Topographic Survey and Base Mapping

GPI will provide a topographic field survey and base mapping suitable for the proposed improvements, which will include, but will not be limited to, the following items:

1. Establishment of centerline of existing street.
2. Topographic survey of all trees, shrubs, walls, driveways, walks, steps, and other existing features within the ROW and farther where necessary to the proposed improvements.
3. Right of way will be shown from available Township Tax Map information.

B. Design and Bid Documents

1. Before commencing the design, we will meet with you to review the specific requirements. We will coordinate our efforts with your Department throughout the project.
2. We will prepare engineering plans at an anticipated scale of 1" = 20' utilizing the base mapping prepared under Task A.
3. We will coordinate with PSEG and the Township for decorative street lights. Required information for light pole footings, conduit and junction boxes will be included in the plans and specifications for contractor installation. Light poles and fixtures will be provided and installed by PSEG, electric service and electrical design will be by PSEG.
4. All design criteria will comply with the current NJDOT and MUTCD specifications.
5. We will prepare a complete set of specifications.
6. A final Engineer's Estimate of Construction will also be prepared.
7. Plans and specifications will meet CDBG requirements and we will submit to Essex County CDBG Program for review.
8. We will prepare and submit twenty (20) sets of Contract Documents for public bidding.

ASSUMPTIONS

1. The curbed island at Kingsley Street will remain as is; no improvements to this structure is anticipated.
2. Existing brick paver crosswalks will remain as is, or, if needed, we will provide standard detail for replacement-in-kind.
3. At intersection of Valley and Freeman Street, roadway and ADA ramp improvements will be limited to northerly side of Freeman Street intersection. Similarly, at Ashwood Terrace and William Street, improvements will be limited to easterly side of Main Street.

FEE SCHEDULE

Our fee for the tasks outlined above is:

	Valley Road (Freeman Street to Kingsley Street)	Ashwood Terrace & William Street (Franklin Avenue to Main Street)
Survey	\$11,400.00	\$10,800.00
Design	\$20,500.00	\$13,000.00
Total Fee	\$31,900.00	\$23,800.00
TOTAL COMBINED FEES:		\$55,700.00

FEE SCHEDULE – Construction Inspection & Certification of Completion

The time required to perform construction inspection services is a function of established contract duration(s), contractor's schedule, and the Township's need for part-time or full-time inspection. We will provide construction inspection services to fit with the Township's needs. The services will be provided on an hourly basis.

Our fee for the above referenced services is as follows:

Construction Inspection Services	\$ 95.00/hr.
Construction Inspection Overtime Rate	\$142.50/hr.
Construction Administration	\$150.00/hr.

HOURLY BILLING RATES

As submitted in our Qualification package to the Township of West Orange on December 21, 2021, following are our municipal billing rates:

PROFESSIONAL ENGINEER	\$ 165.00
SENIOR PROJECT MANAGER, ENGINEERING	\$ 150.00
SENIOR PROJECT MANAGER, LANDSCAPE ARCHITECTURE	\$ 145.00
SENIOR DESIGNER	\$ 120.00
DESIGNER	\$ 95.00
INSPECTOR	\$ 95.00
ENGINEERING TECHNICIAN	\$ 85.00
PROFESSIONAL LAND SURVEYOR	\$ 160.00
SENIOR PROJECT MANAGER, SURVEYING	\$ 145.00
PROJECT SURVEYOR	\$ 120.00
SURVEYING TECHNICIAN	\$ 80.00
PARTY CHIEF	\$ 95.00
INSTRUMENT PERSON	\$ 80.00
TECHNICAL TYPIST	\$ 60.00

SECTION 2

Personnel Assignments

For this project, GPI will perform the work in its entirety. No sub-consultants will be needed. All work will be done entirely within GPI's Engineering and Surveying Departments.

Muhammed S. Assal, PE, CME, Project Manager, will be responsible for the overall design, contract adherence, and overall project supervision. Mr. Assal is quite familiar with the Township of West Orange, having worked on several other Township projects in recent years. He will be assisted by Engineering Department staff members.

Paul Szmaida, LLA., ASLA, Streetscape Specialist and **Michael E. Pirog, PE**, Designer. Quality Assurance-Quality Control (QAQC) will be performed by **Andrew Cangiano, PE, PP, CME**, Director of Engineering – Morris Plains Office.

SECTION 3

Project Schedule

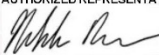
GPI is committed to adhering to the Township's goal to advertise for bids by Spring 2023. We anticipate work will proceed within one (1) week after the award of contract. We have the resources to complete the project in a timely fashion, and we are confident that we can achieve the Township's goal.

We have assumed a December 2022 contract award, and have prepared the following Project Schedule.

		Project Schedule															
		December 2022 (Assumed Contract Award)				January 2023				February 2023				March 2023			
1	Surveying Services																
2	Design of Preliminary Plans/Specs																
3	Township Review and Comment																
4	Final Plans and Specifications																

SECTION 4

Sample Insurance Certificate

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/28/2021			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042		CONTACT NAME: Jeff Kozarsky PHONE (A/C, No, Ext): 516-869-8788 FAX (A/C, No): 516-470-0338 E-MAIL: jkozarsky@genattgrp.com ADDRESS: jkozarsky@genattgrp.com					
INSURED Greenman Pedersen, Inc. (Morris Plains) 301 Gibraltar Drive, Suite 2A Morris Plains NJ 07950		INSURER(S) AFFORDING COVERAGE		NAIC #			
		INSURER A: Starr Indemnity & Liability Company		38318			
		INSURER B: XL Specialty Insurance Company		37885			
		INSURER C: Westchester Surplus Line Insurance Company		10172			
		INSURER D: Berkley Insurance Company		32603			
		INSURER E: Everest National Insurance Company		10120			
		INSURER F:					
COVERAGES CERTIFICATE NUMBER: 111294590 REVISION NUMBER:							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			1000025533211	12/31/2021	12/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 300,000 PERSONAL & ADV INJURY \$ 10,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			1000198539211	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C E	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 10,000			G71780296003 XCSEX01512-211	12/31/2021 12/31/2021	12/31/2022 12/31/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	1000002543 1000002541	12/31/2021 12/31/2021	12/31/2022 12/31/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B D	☐ Property ☐ Professional Liability			UM00082200MA21A AEC-905031302	12/31/2021 12/31/2021	12/31/2022 12/31/2023	Valuable Papers \$250,000 Each Claim \$1,000,000 Aggregate \$3,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
CERTIFICATE HOLDER				CANCELLATION 30 day notice applies			
SAMPLE FOR INFORMATIONAL PURPOSES ONLY				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE 			

ACORD 25 (2016/03)

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22-23
January 10, 2023

RESOLUTION

WHEREAS, the West Orange Trust Fund Spending Plan was prepared by the Township of West Orange (the “Township”) in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Fair Housing Act (N.J.S.A. 52:27D-301) and the affordable housing regulations of the New Jersey Department of Community Affairs (the Department) (N.J.A.C. 5:97-1 et seq. and N.J.A.C. 5:96-1 et seq.) which implements the Fair Housing Act and the affordable housing regulations of the New Jersey Department of Community Affairs. Paul Grygiel, AICP, PP of Phillips Preiss Grygiel Leheny Hughes LLC prepared this report based upon the Township’s books and records; and

WHEREAS, pursuant to Chapter 25, § 18.24 of the Township as prepared by the West Orange Trust Fund Spending Plan, Amended December 2022, attached herein as Exhibit “A” (the “West Orange Trust Fund Spending Plan”);

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Township hereby approves the proposed West Orange Trust Fund Spending Plan, annexed hereto as Exhibit “A.”

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

Tammy Williams
Council President

Adopted: January 10, 2023

West Orange Trust Fund Spending Plan Amended December 2022

INTRODUCTION

West Orange Township / Essex County has prepared a Housing Element and Fair Share Plan in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Fair Housing Act (N.J.S.A. 52:27D-301) and the affordable housing regulations of the New Jersey Department of Community Affairs (the Department) (N.J.A.C. 5:97-1 et seq. and N.J.A.C. 5:96-1 et seq.). A development fee ordinance creating a dedicated revenue source for affordable housing was approved by the Council on Affordable Housing (COAH) on October 8, 1992 and adopted by the municipality on October 13, 1992. The ordinance establishes the West Orange affordable housing trust fund for which this spending plan is prepared.

1. REVENUES FOR CERTIFICATION PERIOD

As of April 14, 2021, West Orange has collected \$10,309,749 and expended \$9,460,611, resulting in a balance of \$849,137 as of that date. The affordable housing trust fund balance as of December 31, 2021 was \$858,555. All development fees, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, and interest generated by the fees are deposited in a separate interest-bearing affordable housing trust fund in Provident Bank for the purposes of affordable housing. These funds shall be spent in accordance with N.J.A.C. 5:97-8.7-8.9, as described in the sections that follow.

To calculate a projection of revenue anticipated during the period of third round compliance and repose, West Orange considered the following:

(a) Development fees:

1. Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;
2. All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; and
3. Future development that is likely to occur based on historical rates of development.

(b) Payment in lieu (PIL):

Actual and committed payments in lieu (PIL) of construction from developers as follows: none.

(c) Other funding sources:

Funds from other sources, including, but not limited to, the sale of units with extinguished controls, repayment of affordable housing rehabilitation loans, rental income and proceeds from the sale of affordable units. No other funds have been or are anticipated to be collected.

(d) Projected interest:

Interest on the projected revenue in the municipal affordable housing trust fund at the current average interest rate.

SOURCE OF FUNDS	PROJECTED REVENUES—HOUSING TRUST FUND—2022 THROUGH 2025				
	2022	2023	2024	2025	Total
(a) Development Fees					
Approved Development	\$50,000	\$0	\$0	\$0	\$50,000
Development Pending Approval	\$0	\$0	\$0	\$0	\$0
Projected Development	\$200,000	\$250,000	\$250,000	\$250,000	\$950,000
(b) Payments in Lieu of Construction	\$0	\$0	\$0	\$0	\$0
(c) Other Funds (rehab loan repay)	\$50,000	\$50,000	\$50,000	\$50,000	\$200,000
(d) Interest	\$6,000	\$8,000	\$8,000	\$8,000	\$30,000
Total	\$306,000	\$308,000	\$308,000	\$308,000	\$1,230,000

West Orange projects a total of \$1,230,000 in revenue to be collected between January 1, 2022 and December 31, 2025. This projected amount, when added to West Orange's trust fund balance as of December 31, 2021 of \$858,555, results in an anticipated total revenue of \$2,088,555 available to fund and administer its affordable housing plan. All interest earned on the account shall be used only for the purposes of affordable housing.

2. ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by West Orange:

(a) Collection of development fee revenues:

Collection of development fee revenues shall be consistent with West Orange's development fee ordinance for both residential and non-residential developments in accordance with the Department's rules and P.L.2008, c.46, sections 8 (C. 52:27D-329.2) and 32-38 (C. 40:55D-8.1 through 8.7).

(b) Distribution of development fee revenues:

The following procedural sequence for the collection and distribution of development fee revenues is being followed by West Orange:

The Chief Financial Officer will be responsible for the overall management of the fund. The Chief Financial Officer will supervise the collection of all fees, which will then be deposited in a separate interest-bearing housing trust fund. The Township Council will review all fund requests on an as needed basis. The Chief Financial Officer will activate

the procedures to disburse funds from the Affordable Housing Trust Fund. The Comptroller will certify as to the availability of funds.

Development fees will be paid in part upon issuance of a building permit based on the estimated added value of the project (50 percent of anticipated fees). This estimate will be determined by the Tax Assessor. The Township Construction Official will notify the Tax Assessor when a Certificate of Occupancy (CO) is ready to be issued. Upon completion of construction, the Township Tax Assessor will calculate the equalized assessed value to be added as a result of the project and the remaining amount of the development fee, which is due upon issuance of a CO. No CO will be issued until the Tax Assessor has made this calculation and the entire development fee is paid. The Chief Financial Officer will monitor this process and will provide reports to the governing body.

3. DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

(a) Rehabilitation and new construction programs and projects (N.J.A.C. 5:97-8.7)

West Orange will dedicate \$1,033,555 to its rehabilitation and new construction programs as follows:

Rehabilitation program: \$533,555

New construction project(s): \$500,000 for the West Orange Library site senior affordable housing development.

(b) Affordability Assistance (N.J.A.C. 5:97-8.8)

Projected minimum affordability assistance requirement:

Actual development fees and other income through 12/31/21		\$858,555
Development fees projected 2022-2025	+	\$1,000,000
Other funds projected 2022-2025	+	\$200,000
Interest projected 2022-2025	+	\$30,000
Total	=	\$2,088,555
30 percent requirement	x 0.30 =	\$626,567
Less Affordability assistance expenditures through 12/31/2021	-	\$0
PROJECTED MINIMUM Affordability Assistance Requirement 1/1/2022 through 12/31/2025	=	\$626,567
PROJECTED MINIMUM Very Low-Income Affordability Assistance Requirement 1/1/2022 through 12/31/2025	÷ 3 =	\$205,856

West Orange will dedicate \$640,000 from the affordable housing trust fund to render units more affordable, including \$210,000 to render units more affordable to households earning 30 percent or less of median income by region, as follows:

- Converting low income units to very low income units and/or emergency repairs and/or energy efficiency assistance program.
- Providing applicants to the housing rehabilitation program who are certified to be low-income households a six-year forgiven loan and applicants to the housing rehabilitation program who are certified to be very low-income households a three-year forgiven loan.

(c) Administrative Expenses (N.J.A.C. 5:97-8.9)

West Orange projects that \$415,000 will be available from the affordable housing trust fund to be used for administrative purposes. Projected administrative expenditures, subject to the 20 percent cap, are as follows:

These fees will be utilized for administrative purposes such as consultant's fees necessary to develop and implement the soft costs of the housing program, the housing element, the fair share plan and the affirmative marketing program. Administrative funds may be used to defray the costs of consultants that are preparing or implementing a plan. Administrative funds may be used to income qualify households and monitor implementation, to administer a housing rehabilitation program and to manage the provision of affordability assistance to low-income and very low-income households.

4. EXPENDITURE SCHEDULE

West Orange intends to use affordable housing trust fund revenues for the creation and/or rehabilitation of housing units.

Program	PROJECTED EXPENDITURE SCHEDULE				
	2022 -2025				
	2022	2023	2024	2025	Total
Rehabilitation	\$133,388	\$133,389	\$133,389	\$133,389	\$533,555
New Construction	\$0	\$250,000	\$250,000	\$0	\$500,000
Affordability Assistance	\$160,000	\$160,000	\$160,000	\$160,000	\$640,000
Administration	\$100,000	\$105,000	\$105,000	\$105,000	\$415,000
Total	\$518,388	\$523,389	\$523,389	\$523,389	\$2,088,555

5. EXCESS OR SHORTFALL OF FUNDS

In the event of any expected or unexpected shortfall if the anticipated revenues are not sufficient to implement the plan, West Orange will adopt a Resolution of Intent to Bond.

In the event more funds than anticipated are collected, projected funds exceed the amount necessary to implement the Fair Share Plan, or West Orange is reserving funds for affordable housing projects to meet a future affordable housing obligation, these excess funds will be used to continue the rehabilitation program.

6. BARRIER FREE ESCROW

Collection and distribution of barrier free funds shall be consistent with West Orange's Affordable Housing Ordinance in accordance with N.J.A.C. 5:97-8.5 that is in West Orange's Affordable Housing Ordinance.

SUMMARY

West Orange intends to spend affordable housing trust fund revenues pursuant to N.J.A.C. 5:97-8.7 through 8.9 and consistent with the housing programs outlined in the Fair Share Plan dated November 17, 2020.

West Orange had a balance of \$858,555 as of December 31, 2021 and anticipates an additional \$1,230,000 in revenues through 2025 for a total of \$2,088,555. The municipality will dedicate \$533,555 towards rehabilitation, \$500,000 to new construction, \$640,000 to render units more affordable, and \$415,000 to administrative costs. Any shortfall of funds will be offset by bonding. The municipality will dedicate any excess funds or remaining balance toward rehabilitation.

SPENDING PLAN SUMMARY		
Balance as of December 31, 2021		\$858,555
PROJECTED REVENUE 2022-2025		
Development fees	+	\$1,000,000
Payments in lieu of construction	+	\$0
Other funds	+	\$200,000
Interest	+	\$30,000
TOTAL REVENUE	=	\$2,088,555
EXPENDITURES		
Funds used for Rehabilitation	-	\$533,555
New construction	-	\$500,000
Affordability Assistance	-	\$640,000
Administration	-	\$415,000
TOTAL PROJECTED EXPENDITURES	=	\$2,088,555
REMAINING BALANCE	=	\$0

RESOLUTION-AMENDED

WHEREAS, following the adoption of the Jake Honig Compassionate Use Medical Cannabis Act in 2019 and passage of the 2020 ballot issue amending the New Jersey Constitution to legalize the possession, cultivation, processing and sale of retail marijuana, the State of New Jersey adopted the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act in 2021 (the “State Statute”); and

WHEREAS, the State Statute created the New Jersey Cannabis Regulatory Commission (the “Commission”) and established a framework for the application and issuance of a state license for the operation of cannabis related business licensed by the State of Jersey (“Licensed Cannabis Entities”) which includes the requirement that an applicant for a state license provide proof of local support as to the suitability of the proposed location for a proposed cannabis related business; and

WHEREAS, On August 19, 2021, pursuant to N.J.S.A. 24:6I-34(d)1a of the State Statute, the Commission established regulations further governing the application and issuance of a state license for Licensed Cannabis Entities (the “Commission Regulations”); and

WHEREAS, N.J.A.C. 17:30-5.1(g) of the Commission Regulations requires the applicant for a State License to include in its application “proof of local support for the suitability of a cannabis business’s proposed location indicating that the intended location is appropriately located or otherwise suitable for activities related to the operations of the proposed cannabis business” (“Local Support”); and

WHEREAS, on April 26, 2022, the Township Council adopted Resolution 122-22, based upon the recommendations of the West Orange Cannabis Business Advisory Taskforce (the “Taskforce”), constituting a Resolution of Local Support for applicant **KEMISTRY, LLC** to operate a proposed cannabis retail microbusiness at a proposed location at 24 Park Avenue which was later rescinded; and

WHEREAS, thereafter Kemistry, LLC submitted a new application to pursue a Cannabis Retail Microbusiness at 455 Pleasant Valley Way which was considered and subject to a Resolution on December 20, 2022; and

WHEREAS, upon further review, the proposed new location is on a major thoroughfare with no on-site parking which will likely lead to major congestion and safety issues;

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that Resolution 336-22 be and is hereby rescinded and revoked, but providing Kemistry, LLC with an opportunity to cure; and be it further

RESOLVED, that a copy of this Resolution shall be forwarded by the Municipal Clerk to the New Jersey Cannabis Regulatory Commission and made available in the Clerk's office in accordance with applicable law.

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

Tammy Williams
Council President

Adopted: January 10, 2023

TOWNSHIP OF WEST ORANGE
Governing Body Resolution
Resolution No.24-23

January 10, 2023

WHEREAS, the governing body of the Township of West Orange desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$15,000 to fund the following project: Update of Cultural Resource Survey for Township of West Orange, New Jersey.

THEREFORE, the governing body resolves that Brian Feeney, or the successor to the title of Chairman of the West Orange Historic Preservation Commission, is authorized to:

- a) make an application for such a grant; and
- b) if awarded, to execute a grant agreement with the State for a grant in an amount not more than \$15,000.00; and
- c) to execute any amendments thereto which do not increase the Grantee's obligations.

The Grantee agrees to comply with all applicable federal, State, and municipal laws, rules, and regulations in its performance pursuant to the agreement.

Introduced and passed on this 10th day of January, 2023.

Ayes: _____

Noes: _____

Absent: _____

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL _____

Karen J. Carnevale, RMC
Municipal Clerk

**AN ORDINANCE AMENDING CHAPTER 5, SECTION 34.3 AND SECTION 34.6, AND
CHAPTER 25, SECTION 11.7, SECTION 24.2 and PART A: PERMITTED USES TABLE
OF DISTRICT REGULATIONS OF THE REVISED GENERAL ORDINANCES OF THE
TOWNSHIP OF WEST ORANGE
(LICENSED CANNABIS ENTITIES)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF
WEST ORANGE, NEW JERSEY** that Chapter 5 and Chapter 25 of the Revised General
Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to update the provision of the Municipal Code of the Township of West Orange governing the local licensing requirements and zoning conditions for Licensed Cannabis Entities within the Township of West Orange to: (i) clarify that it shall be unlawful for any individual or entity to distribute cannabis or cannabis products that do not have a license from the New Jersey Cannabis Regulatory Commission and a local license from the Township of West Orange, including any gifting of cannabis or cannabis produce; (ii) provide that all Licensed Cannabis Entities holding a local license, must submit a renewal application not less than sixty (60) days before the expiration of the local license; (iii) extend the existing distance from the property line of any property with a school building for which the operation of a Cannabis Entity is prohibited from 100 feet (100') to 200 feet (200'); (iv) add an additional condition whereby a Cannabis Entity shall not be allowed to operate within 200feet (200') from a house of worship; and (v) clarify the parking requirements for Licensed Cannabis Entities; and (v) provide reference to the Township Municipal Code provisions governing the standards and criteria for commercial signage for Cannabis Entities. This ordinance also clarifies the definition of a research laboratory in the zoning provision to expressly include laboratories that test Cannabis products and to expand the permitted use of a research laboratory into both the O-R District and B-1 District.

**II. CHAPTER 5, SECTION 34.3 SHALL BE AND HEREBY IS AMENDED AND
SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

5-34.3 Local License Required; Violations and Penalties.

It shall be unlawful for any individual or entity to distribute cannabis or cannabis products except for a Licensed Cannabis Entity acting within the scope of a license issued by both the Commission and within the scope of a Local License in accord with this section.

Pursuant to N.J.S.A. 24:6I-45 (c)(2) of the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act, no Licensed Cannabis Entity shall be allowed to operate within the Township of West Orange until such person or entity shall be licensed and registered in accord with this section.

For violation of any provision of this subsection, penalties shall be in accordance with Chapter **1**, § **1-5**.

5-34.4 Local License Standards and Limitations.

(b) The total number of Class 5 and Class 6 Targeted Microbusinesses shall not exceed three (3).

III. CHAPTER 5, SECTION 34.6 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-34.6 License Term, Transferability, and Renewal.

- a. All licenses shall be issued for the term of one_year(s) and shall expire one year(s) after the date of issuance.
- b. Licenses shall not be transferable, assignable, or divisible.
- c. All Licensed Cannabis Entities shall submit their applications for renewal no later than sixty (60) days before the expiration of the license. In the event, that the renewal application is not timely submitted and the Licensed Cannabis Entity holds one of the limited number of Local Licenses identified in Chapter 5, Section 34.4(b), the Township may or may not accept new applications for that Local License.

IV. CHAPTER 25, SECTION 11.7 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

25-11.7 Research Laboratory Uses in the O-R District and the B-1 District.

A research laboratory such as an experimental, or testing laboratory including testing of Cannabis products, or a pharmaceutical laboratory for research, processing and compounding of drugs and medicines shall be permitted in the O-R District and the B-1 District, provided that:

- a. The use will not create any nuisance beyond the boundaries of its lot by reason of the emission of dust, odors, fumes, noises, vibrations or excessive light.
- b. The use does not involve production of any commodity for sale or distribution at that location nor regular receipt of material and shipment of products, except, however, that the foregoing limitations and restrictions on the production, sale and distribution of commodities and the receipt and shipment of materials and products shall not apply in the case of a pharmaceutical laboratory for research development, processing and compounding of drugs and medicines, provided that such pharmaceutical laboratory shall comply in all respects to the other requirements of this chapter and all other applicable Township ordinances.
- c. Provision shall be made for adequate and suitable access facilities for traffic from public streets and sidewalks, and for directional signs, so as to assure the public safety and avoid traffic congestion.

- d. Provision shall be made for adequate and suitable planting and screening in buffer zone, pursuant to Subsection **25-11.3**.
- e. Provision shall be made for adequate and suitable planting and screening within the property adjacent to any street lines which bound the property, which screening and planting should be an appropriate mixture of evergreen and deciduous plant material so as not to conceal the buildings from the street. Furthermore, no plantings are to be located in the exit driveways which would interfere with the motorists' line of sight.
- f. Provision shall be made in the preliminary site and building plans for truck loading bays, which shall be enclosed entirely within the building, including interior truck service areas and driveways, and which shall be provided with entry and exit driveways for trucks on the rear facade of the building, i.e., on the side opposite from the principal public entrance.
- g. Provision shall be made in the preliminary site plan for the general landscaping of all areas not specifically assigned to buildings, streets, private driveways and parking areas, and for the screening of parking areas and landscaping thereof as provided in Subsection **25-12.1** between abutting lanes of parking spaces; all of which landscaping shall be compatible with landscaping standards that are customary for a residential estate type of development.
- h. Indoor Storage and Loading. In an O-R District, no visible display of waste, trash or scrap and no open storage of material of any kind shall be permitted and in such districts provision shall be made for properly enclosed truck loading areas and bays entirely within the structure.

V. CHAPTER 25, SECTION 24.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

25-24.2 Conditional Uses.

- b. Specific Requirements. Subject to the stipulations, guiding principles and conditions contained in this section, the Planning Board shall have the power to grant conditional uses authorized by the Table of District Regulations, in specified districts, as follows:

2. Business and Industrial Districts.

(o) Licensed Cannabis Entities. Licensed Cannabis Retailers and Licensed Medical Cannabis Dispensaries shall be permitted as a conditional use in the B-1, B-2, and I Districts. All other Licensed Cannabis Entities shall be permitted as a conditional use in the I Districts. These conditional uses shall be subject to the following conditions:

- (1) The Licensed Cannabis Entity shall be required to have a Local License pursuant to Chapter 5, Section 34 of the Township of West Orange Municipal Code.
- (2) No Licensed Cannabis Entity shall be located within two hundred feet (200') from the property line of any property with a school building.

- (3) No Licensed Cannabis Entity shall be located within 200 feet (200') from the property line of any property with a house of worship, as defined under Chapter 25, Section 4.
- (4) All Licensed Cannabis Entities shall comply with the following Parking Requirements for Nonresidential Uses: (i) Licensed Cannabis Retailers shall comply with the minimum required number of parking spaces for Retail Stores and personal services stores or studios not separately listed; and (ii) all other Licensed Cannabis Entities shall comply with the minimum required number of parking spaces for Light industrial, laboratory and research uses.
- (5) No Licensed Cannabis Entity shall be housed in a vehicle or any movable or mobile structure.
- (6) No Licensed Cannabis Entity shall be allowed to operate as a Home Occupation.
- (7) Any signage for a Licensed Cannabis Entity shall be subject to the approval from either the Planning Board or the Zoning Board of Adjustment under the guidelines and standards governing commercial signs as set forth within the Township Municipal Code.
- (8) A Licensed Cannabis Entity shall meet of the required security measures as set forth in Chapter 5, Section 34 of the Township of West Orange Municipal Code.
- (9) Cannabis Consumption Areas, as defined in the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act, N.J.S.A. 24:6I-31, et. seq., shall be prohibited from all Licensed Cannabis Entities.

VI. CHAPTER 5, SECTION 34.5(a) SHALL BE AMENDED TO ADD AS FOLLOWS:

(a) To the Special Improvement District if the proposed location is within the Special Improvement District. Any applicant must file a certificate of service with the Township Clerk before consideration of the application.

VII. CHAPTER 5, SECTION 34.5(e) SHALL BE AMENDED TO ADD AS FOLLOWS:

(e) No property owner shall execute a consent for submission to obtain a local license for more than one (1) entity at a time at the same location. To the extent that the property owner executes an application and the proposed tenant or other occupant shall no longer have a right to obtain such property, the property owner shall notify the Township Clerk in writing within five (5) days of such termination or expiration.

VIII. CHAPTER 5, SECTION 34.8 SHALL BE AMENDED TO ADD AS FOLLOWS:

(f) Every licensed cannabis entity shall have not less than the following onsite parking:

- (i) Cannabis Retailers and medical cannabis dispensaries shall have not less than one (1) on-site parking space for every 250 square feet;
- (ii) Cannabis Cultivators, Cannabis Manufacturers, Cannabis Wholesalers and Medical Cannabis Manufacturers shall be subject to land use approval.

IX. CHAPTER 25, PART A: PERMITTED USES TABLE OF DISTRICT REGULATIONS SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

25-Part A: Permitted Uses Table of District Regulations

ZONE	PERMITTED PRINCIPAL USES	PERMITTED ACCESSORY USES	PERMITTED CONDITIONAL USES
B-1	SAME AS R-T AND in addition Retail store Personal service store or studio Office or office building Business or vocational school Restaurant Bar Massage, bodywork or somatic therapy establishment Research Laboratory	Required accessory parking Private garage Home occupation Home professional office Signs Vending machines	Motor vehicle fueling station Theater Public utility building or structure Telephone exchange Senior citizens housing project Hotel Private club, other than a golf club Video or amusement arcade Fast food restaurant Commercial antenna Licensed Cannabis Retail Licensed Medical Marijuana Dispensary
B-2	Retail store Personal service store or studio Office or office building Business or vocational school Restaurant Bar Massage, bodywork or somatic therapy establishment	SAME AS OB-1 AND in addition Vending machines	SAME AS B-1

I	Light industry, including dry cleaning plants, machine shops, publishing or printing plants, research laboratories and steam laundries Office building Warehouse Self-storage facility Storage yard Wholesale business Motor vehicle fueling station Motor vehicle service station Car wash, Public utility building	SAME AS OB-1	Billiard parlor Bowling alley Commercial recreation Commercial antenna Motor vehicle sales establishment Licensed Cannabis Entities
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X. REPEAL OF CONFLICTING ORDINANCES

Any Ordinances of the Township which are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

XI. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereof shall not affect the remaining parts of this Ordinance.

XII. EFFECTIVE DATE

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

Tammy Williams
Council President

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

Susan McCartney
Mayor

Introduced: January 10, 2023

Adopted: January 24, 2023

Approved as to form on the basis of the facts provided:

Legislative History

The purpose of this ordinance is to update the provision of the Municipal Code of the Township of West Orange governing the local licensing requirements and zoning conditions for Licensed Cannabis Entities within the Township of West Orange to: (i) clarify that it shall be unlawful for any individual or entity to distribute cannabis or cannabis products that do not have a license from the New Jersey Cannabis Regulatory Commission and a local license from the Township of West Orange, including any gifting of cannabis or cannabis produce; (ii) provide that all Licensed Cannabis Entities holding a local license, must submit a renewal application within sixty (60) days from the expiration of the local license; (iii) extend the existing distance from the property line of any property with a school building owned and operated by the West Orange Board of Education for which the operation of a Cannabis Entity is prohibited from 100 feet (100') to 200 feet (200'); (iv) clarify the parking requirements for Licensed Cannabis Entities; and (v) provide reference to the Township Municipal Code provisions governing the standards and criteria for commercial signage for Cannabis Entities. This ordinance also clarifies the definition of a research laboratory in the zoning provision to expressly include laboratories that test Cannabis products and to expand the permitted use of a research laboratory into both the O-R District and B-1 District.

**AN ORDINANCE AMENDING CHAPTER 3, SECTIONS 8 AND 15 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(Rules of Council – Order of Business)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 3 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to revise the municipal code provision governing rules of the Township Council for the Township of West Orange. Specifically, this ordinance limits public comment to three (3) minutes.

II. CHAPTER 3, SECTIONS 8(b), 15.1 AND 15.2 SHALL BE AND ARE HEREBY AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

Time Limits

The Time Limit for each individual speaking at public comment shall be limited to three (3) minutes.

III. REPEAL OF CONFLICTING ORDINANCES

Any Ordinances of the Township which are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

IV. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereof shall not affect the remaining parts of this Ordinance.

V. EFFECTIVE DATE

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

Tammy Williams
Council President

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

Susan McCartney
Mayor

Introduced: January 10, 2023

Adopted: January 24, 2023

Approved as to form on the basis of the facts provided:

Legislative History

The purpose of this ordinance is to revise the municipal code provision governing rules of the Township Council for the Township of West Orange. Specifically, this ordinance limits public comment to three (3) minutes for each speaker. This applies during public comment concerning any ordinance, resolution or other Township business. This specifically revises Section 3-8(b) which previously limited public comment to five (5) minutes; Section 3-15.1 which referred to public comment concerning ordinances and previously limited public comment to five (5) minutes; and Section 3-15.2 which also referred to public comment being limited to five (5) minutes. Most other governmental bodies limit comments to three (3) minutes so that the business of addressing Township business is heard in a timely manner. Nothing in this restriction limits an individual's right to submit written positions regarding any proposed action or issue pending before the Township. All such submissions are circulated in a timely manner and considered.

**AN ORDINANCE CREATING CHAPTER 2, SECTION 62 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE, ENTITLED
“OLDER ADULTS ADVISORY BOARD”**

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex and State of New Jersey, that there shall be created a Chapter 2, Section 62 of the Revised General Ordinances of the Township of West Orange, which shall provide as follows:

2-62 OLDER ADULTS ADVISORY BOARD.

2-62.1 Purpose.

The Township of West Orange has established an Older Adults Advisory Board (“Board”) to serve as a volunteer advisory committee to the Mayor and Township Council with regard to issues affecting the safety, welfare, health, finances, transportation, social interaction, housing, and quality of life for Older Adults and their caregivers. The Board shall provide information on any issues of importance to older adults in the Township. It shall also serve as an information source with regard to Older Adults and aging topics.

2-62.2 Mission.

The Township strives to identify a continuum of services for persons 55 years young and older to enhance their quality of life and act in an advisory capacity concerning matters related to their physical, emotional and economic wellbeing. The Township endeavors to encourage Older Adults to participate in all aspects of community life to the best of their abilities, recognizing cultural diversity, being responsive and respectful, and promoting dignity and well-being for not only Older Adults but all individuals in support of the Township as an Age-Friendly Community.

2-62.3 Membership.

The Board shall consist of nine (9) members, each of whom shall be a bona fide resident of the Township of West Orange, and each of whom shall be appointed as follows:

- a. Four (4) members appointed by the Mayor; and
- b. One (1) member appointed by each Township Councilperson for a total of five (5).

2-62.4 Term and Attendance.

All members of the Board are expected to attend each meeting whenever possible. In addition, members:

- a. Shall serve for a term of one (1) year and may be reappointed.

- b. Shall serve until a successor is appointed, and any vacancy shall be filled for the remainder of the unexpired term only.
- c. Shall be commissioned, and shall resign, by the submission of a letter to the Township Clerk's office. All vacancies shall be filled as quickly as possible.

2-62.5 Organizational Structure.

- a. The Board may adopt bylaws to govern its general operation provided that the bylaws, and any subsequent amendments, are approved in advance by resolution of the Township Council.
- b. The Mayor shall appoint a Chairperson and Vice Chairperson.
- c. The Board shall meet at least six times per year.
- d. Meetings will take place in a Township facility.
- e. Minutes of each meeting of the Board shall be taken to serve as a public record. Approved minutes shall be sent to the Municipal Clerk, Mayor and Township Council.

2-62.6 Assistance.

The Board shall have the ability to request and to obtain assistance from the Township to fulfill its functions, as follows:

- a. Submit a written request to the Mayor and Township Council for consideration of a budget appropriation as part of the Township annual budget process;
- b. recommend to the Township improvements to the website, social media and other electronic-communication methods such as e-mail or text, to post relevant information, either directly or through designated Township employees or contractors;
- c. Recommend to the Township grants which the Township may seek;
- d. Request assistance and advice from time to time from the Township, as reviewed and directed by the Mayor or his/her designated representative;

2-62.7 Functions.

The functions of the Board shall be as follows:

- a. Liaison with all Older Adults and all existing Older Adult groups and analysis of issues affecting the safety, health, welfare and quality of life of Older Adults in the Township and identify any barriers to programs and service access;

- b. Recommendations to the Mayor and Township Council regarding initiatives and policies designated to enhance the safety, welfare and quality of life of Older Adults in the Township;
- c. Participation, when authorized by the Mayor, in appropriate regional activities relating to the safety, welfare and quality of life of Older Adults in the Township;
- d. Dissemination of relevant information to, and promotion of discussions among, Township Older Adults and their caregivers through communication methods and meetings; and
- e. Development of annual report and presentation to inform the Mayor, Township Council and the general public of the Board's activities, progress, and, if any, expenditures. The report shall be submitted to the Mayor and Township Council no later than March 31 of the calendar year following the Board's activities, and advise the general public as to upcoming events and issues during the new year.

REPEAL OF CONFLICTING ORDINANCES

Any Ordinances of the Township which are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereof shall not affect the remaining parts of this Ordinance.

EFFECTIVE DATE

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

Tammy Williams
Council President

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

Susan McCartney
Mayor

Introduced: January 10, 2023

Adopted: January 24, 2023

Approved as to form on the basis of the facts provided:

Legislative History

The Township of West Orange has long provided significant attention and services to its Older Adults, in recognition of their importance to the community. This legislation is designed to create a board for the purpose of further contributing to this effort by focusing on issues affecting Older Adults and their caregivers, as well as advising the Mayor and Township Council.

As the U.S. population ages, attention and services to our Older Adults are growing in importance to our society. A key element of this trend is the emergence of the approach known as “Aging In Place,” which seeks to strengthen our society and improve the quality of life and independence of Older Adults with services, living arrangement and social lives that leverage and benefit the communities where they live.